

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:**  
APR 12 2011

**SUBJECT:** Publication Agreements for the 2011 Notice of Power and Intent to Sell Tax-Defaulted Property.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Approve the agreements for the annual publication of the "Notice of Power to Sell Tax-Defaulted Property";
- 2) Authorize the Chairman of the Board of Supervisors to execute both copies of each agreement for each of the nine participating newspapers herein enclosed;
- 3) Instruct the Clerk of the Board to return both signed copies of each agreement to the Treasurer-Tax Collector for forwarding to each of the participating newspapers.

**BACKGROUND:** (Continued on page two)

\_\_\_\_\_  
Don Kent, Treasurer-Tax Collector

FORM APPROVED COUNTY COUNSEL  
BY: DALE A. GARDNER  
DATE: 4/12/11  
Departmental Concurrence

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 50,000.00	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010-11

<b>SOURCE OF FUNDS:</b> 10000-1400100000-526410	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Karen L. Johnson

**County Executive Office Signature**

Consent     Policy  
 Consent     Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: May 3, 2011  
 xc: Treasurer

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Dept's Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:**      **District:** ALL      **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.67**

**BACKGROUND:** (Continued)

The sale of tax-defaulted property (property delinquent more than five (5) years) is our ultimate collection method. Most delinquent property owners, of course, settle their accounts prior to sale, but a significant number wait until the final hour to do so. In order to comply with State Law, the first step in the process is to notify the public via newspaper publication. The second step is the use of certified mail and in some cases site visits to those who have not settled their account prior to the upcoming tax sale date.

As prescribed by Section 3361 through 3364 of the California Revenue and Taxation Code, the Tax Collector shall publish annually on or before June 8th, a notice of power and intent to sell tax-defaulted property. All properties which became tax-defaulted at least 5 years previously will become subject to the Tax Collector's Power of Sale. Prior to becoming subject to a Power to Sell, the law requires that the property owner be notified through public announcement of a legal notice prescribed by Section 3361 et. seq. of said code. The County uses the method of publication set forth in Sections 3381 through 3383 of said code because it provides the most direct means of notifying the property owners affected. Both copies of the agreements with the newspapers have been signed by an authorized representative and require publication at the existing rates for legal advertising set by the Board, see attached Minute Order 3.22 and rate schedule.

This notice will be published on May 18, 2011 and May 25, 2011 in those newspapers having only a Wednesday publication, and on May 20, 2011 and May 27, 2011 in those newspapers having only a Friday publication. All other publications will appear on Thursday, May 19, 2011 and May 26, 2011. The text and format of the agreement have been approved by County Counsel. In compliance with the law, the Treasurer-Tax Collector intends to provide "...the most likely...adequate notice to owners of the property" by using the following newspapers for this publication: Corona-Norco Edition, The Desert Sun, The Hemet News, South West Edition, Palo Verde Valley Times, The Press Enterprise, The Record Gazette, Riverside County Record, The Moreno Valley Edition and the News Mirror. Under California Law, the Treasurer-Tax Collector is required to make this annual publication. Sufficient funds are available in the Treasurer-Tax Collector's 2010-2011 budget account to pay estimated publication costs.

✓ close item 3.6?  
KR

**Rector, Kimberly**

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**From:** Taylor, Desiree <DDTaylor@co.riverside.ca.us>  
**Sent:** Thursday, April 28, 2011 2:06 PM  
**To:** Rector, Kimberly  
**Cc:** Harper-Ihem, Kecia  
**Subject:** Moving an item from 9:30 Hearing

Hello Kimberly,

We have an item 9.13 that is scheduled for public hearing for our Publications. However, it needs to be moved to the 3.00 Policy Calendar for block approval by the Board of Supervisors. How do I go about having this item moved?

Thank you,

*Desiree D. Taylor*

County of Riverside  
Treasurer-Tax Collector  
Tax Sale Operations Unit  
951-955-3859 (phone)  
951-955-3990 (fax)  
Mail Stop #1110  
[ddtaylor@co.riverside.ca.us](mailto:ddtaylor@co.riverside.ca.us)  
<http://www.countytreasurer.org>

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and News Mirror, and authorized Publisher Toebe Bush, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the News Mirror once a week for two successive weeks, on May 20th, 2011 and May 27th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 22-000 & 97-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.

G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/28/11

Publisher  
 By *Toebe Bush*  
 Name Toebe Bush  
 Title Publisher

Dated: MAY 03 2011

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By *Kecia Harper-Ihem*  
 Deputy

COUNTY OF RIVERSIDE

By *Bob Buster*  
 Chairperson of the Board  
**BOB BUSTER**

Dated: 04-12-2011  
 FORM APPROVED BY COUNTY COUNSEL

BY *Dale Gardner*  
 Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

dh

# EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

**EXHIBIT A**  
**PAGE 2**

**CLASSIFIED / LEGAL****10 COLUMN****5.1 Point Gutter**

Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A****PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Corona-Norco Edition, and authorized Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Corona-Norco Edition once a week for two successive weeks, on May 20th, 2011 and May 27th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 04-000, 15-000, 53-000, & 59-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
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- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/29/11

Publisher  
By [Signature]

Name Bon Redfern  
Title CEO & Publisher

Dated: MAY 03 2011

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]  
Chairperson of the Board  
**BOB BUSTER**

Dated: 04-12-2011  
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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			\$16.80	\$3,528.00

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One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

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### 2nd + Day Rate Conversion:

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**EXHIBIT A**  
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**CLASSIFIED / LEGAL**

**10 COLUMN**

**5.1 Point Gutter**

Column	Picas	Inches	Points
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**EXHIBIT A**

**PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Desert Sun, and authorized Publisher Mark Winkler, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Desert Sun once a week for two successive weeks, on May 19th, 2011 and May 26th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 07-000, 11-000, 12-000, 14-000, 16-000, 17-000, 18-000, 19-000, 20-000, 58-000, 61-000 & 75-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
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MAY 03 2011 3.07

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AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 4/4/11

Publisher  
 By [Signature]  
 Name Mark Winkler  
 Title President + Pub

Dated: MAY 03 2011

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]  
 Deputy

COUNTY OF RIVERSIDE

By [Signature]  
 Chairperson of the Board

Dated: 04-12-2011 BOB BUSTER  
 FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
 Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

dh

# EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

**EXHIBIT A**  
**PAGE 2**

**CLASSIFIED / LEGAL**

**10 COLUMN**

**5.1 Point Gutter**

Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**

**PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Hemet News Edition, and authorized Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Hemet News Edition once a week for two successive weeks, on May 19th, 2011 and May 26th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 06-000, 10-000, 71-000 & 91-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.

G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
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- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/29/11

Publisher  
By [Signature]

Name Ron Redfern  
Title CEO and Publisher

Dated: MAY 03 2011

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]  
Chairperson of the Board

Dated: 04-12-2011

FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
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			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

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8 Column converted rate  
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### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
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Page cost / total inches = Converted rate

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dh

# EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

**EXHIBIT A**  
**PAGE 2**

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
<b>Column</b>	<b>Picas</b>	<b>Inches</b>	<b>Points</b>
1	5p11	0.986	71.0
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9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**

**PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Southwestern Edition, and authorized Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Southwestern Edition once a week for two successive weeks, on May 20th, 2011 and May 27th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 05-000, 08-000, 13-000, 23-000, 24-000, 25-000, 26-000, 65-000 & 94-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

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- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/29/11

Publisher  
By [Signature]

Name Ron Redfern  
Title CEO and Publisher

Dated: MAY 03 2011

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]  
Chairperson of the Board

Dated: 04-12-2011  
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
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<b>CLASSIFIED / LEGAL</b>			
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<b>5.1 Point Gutter</b>			
<b>Column</b>	<b>Picas</b>	<b>Inches</b>	<b>Points</b>
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6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**  
**PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Palo Verde Valley Times, and authorized Publisher Debbie White-Hoel, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Palo Verde Valley Times once a week for two successive weeks, on May 18th, 2011 and May 25th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 03-000 & 85-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/25/11

Publisher

By Debbie White

Name Debbie White

Title Publisher

Dated: MAY 03 2011

COUNTY OF RIVERSIDE

ATTEST:

By Bob Buster

Chairperson of the Board  
**BOB BUSTER**

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

Dated: 04-12-2011

FORM APPROVED BY COUNTY COUNSEL

BY [Signature]

Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

dh

# EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

**EXHIBIT A**  
**PAGE 2**

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
<b>Column</b>	<b>Picas</b>	<b>Inches</b>	<b>Points</b>
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**

**PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Press-Enterprise Edition, and authorized Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Press-Enterprise Edition once a week for two successive weeks, on May 19th, 2011 and May 26th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 09-000, 27-000, 54-000, 62-000, 68-000, 82-000, 83-000, 88-000, 89-000 & 98-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.

G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/29/11

Publisher  
By [Signature]

Name Ron Redfern  
Title CEO & Publisher

Dated: MAY 03 2011

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]  
Chairperson of the Board

BOB BUSTER

Dated: 04-12-2011

FORM APPROVED BY COUNTY COUNSEL

BY [Signature]

Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

dh

# EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
<b>Column</b>	<b>Picas</b>	<b>Inches</b>	<b>Points</b>
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**

**PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Record Gazette, and authorized Publisher David Berkowitz, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Record Gazette once a week for two successive weeks, on May 20th, 2011 and May 27th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 01-000, 02-000, 55-000 & 56-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  - 1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  - 2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

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(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

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- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/25/11

Publisher

By David Berkowitz

Name DAVID BERKOWITZ

Title PUBLISHER

Dated: MAY 03 2011

COUNTY OF RIVERSIDE

ATTEST:

By Bob Buster  
Chairperson of the Board

**BOB BUSTER**

Kecia Harper-Ihem, Clerk to the Board

By Kecia Harper-Ihem

Deputy

Dated: 04-12-2011

FORM APPROVED BY COUNTY COUNSEL

BY Dale Gardner  
Dale Gardner



# THE PRESS-ENTERPRISE

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<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
<b>Column</b>	<b>Picas</b>	<b>Inches</b>	<b>Points</b>
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2	12p3.1	2.043	147.1
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4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**

**PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Riverside County Record, and authorized Publisher David Harding Barnes, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Riverside County Record once a week for two successive weeks, on May 19th, 2011 and May 26th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 99-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

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- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: March 24 2011

Publisher

By David H. Barnes

Name David H. Barnes  
Title Publisher

Dated: MAY 03 2011

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By Kecia Harper-Ihem

Deputy

COUNTY OF RIVERSIDE

By Bob Buster

Chairperson of the Board  
BOB BUSTER

Dated: 04-12-2011

FORM APPROVED BY COUNTY COUNSEL

BY Dale Gardner  
Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.  
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.  
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

### Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.  
 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

### One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

### 2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate  
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

dh

# EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

**EXHIBIT A**  
**PAGE 2**

<b>CLASSIFIED / LEGAL</b>			
<b>10 COLUMN</b>			
<b>5.1 Point Gutter</b>			
<b>Column</b>	<b>Picas</b>	<b>Inches</b>	<b>Points</b>
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

**EXHIBIT A**

**PAGE 3**

## AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and The Press Enterprise, publisher of the Moreno Valley Edition, and authorized Publisher Ronald R. Redfern, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the The Press Enterprise, publisher of the Moreno Valley Edition once a week for two successive weeks, on May 20th, 2011 and May 27th, 2011, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 21-000, 80-000 & 87-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
  1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
  2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within two (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

MAY 03 2011 3.07

F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.

G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ of the said  
County, being duly sworn, deposes and says:

THAT \_\_\_(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that \_\_\_(s)he is not a party to, nor interested in the above entitled matter; that \_\_\_\_\_(s)he is the \* \_\_\_\_\_ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated \_\_\_\_\_, 20\_\_\_\_, printed and published weekly/daily in the City of \_\_\_\_\_, County of \_\_\_\_\_, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of \_\_\_\_\_, County of \_\_\_\_\_, for a period exceeding \_\_\_\_\_ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

\* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
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- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue full force without being impaired or invalidated in any way.

Dated: 3/29/11

Publisher  
By [Signature]

Name Ron Bedfern  
Title CEO & Publisher

Dated: MAY 03 2011

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]  
Chairperson of the Board  
BOB BUSTER

Dated: 04-12-2011  
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]  
Dale Gardner



# THE PRESS-ENTERPRISE

## 2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

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			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

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 2nd + day rate.

\*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

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### 2nd + Day Rate Conversion:

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**EXHIBIT A**  
**PAGE 2**

**CLASSIFIED / LEGAL**  
**10 COLUMN**  
**5.1 Point Gutter**

Column	Picas	Inches	Points
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6	37p7.5	6.271	451.5
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**PAGE 3**