

receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow for not more than twenty (20) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer, as Buyer's sole remedy, may terminate this Agreement.

8.3 Condition & Delivery of Premises. The property will be purchased subject to the conditions set forth in this Agreement, with free and clear title delivered by Seller.

(a) Buyer and Seller shall mutually cooperate in pursuing a lot line split, lot line adjustment or other mechanism as may be necessary to deliver the Property at Close of Escrow as per Exhibit A ("**Lot Line Adjustment**" or "**LLA**"). Seller's obligation to convey title, and Buyer's obligation to accept title, is contingent on receiving City approval of the Lot Line Adjustment on terms and conditions acceptable to Seller. Any modifications to access, fencing, landscaping, etc. along the mutual property boundary line between the Property and the real property to be retained by Seller ("**Seller's Retained Property**") shall be subject to Seller's approval, which approval shall not be unreasonably withheld, and shall be at the sole expense of Buyer.

(b) Seller anticipates that City will approve the Lot Line Adjustment in sufficient time for the scheduled Closing of this transaction, notwithstanding the fact that certain construction necessary to facilitate the Lot Line Adjustment ("**LLA Conditions**") cannot be completed prior to the Closing. The LLA Conditions affect activity on both the Property and Seller's Retained Property and include, without limitation, (i) demolition of the easterly loading dock located on Seller's Retained Property; (ii) replacement of the loading dock doors on the building located on Seller's Retained Property, with four-hour fire rated exterior walls; (iii) replacement of the existing roof and parapet on the easterly portion of the building located on Seller's Retained Property, with a two-hour fire rated roof; (iv) compliance with all conditions set forth in any Stormwater Pollution Prevention Plan ("**SWPPP**") approved in connection with the foregoing work; and, (v) increase in the fire rating of certain interior walls within the elevator core of the office building on the Property.

(c) Buyer and Seller understand and acknowledge that the Property and Seller's Retained Property currently share common utility service, and agree to work cooperatively to allow for division of said common utility service, including, without limitation, executing an agreement for the joint use and ultimate division of the utilities serving the Property and the Retained Property, respectively, prior to the Close of Escrow, in substantially the form of Exhibit "F" attached hereto and incorporated herein by this reference ("**Utility Agreement**"). Seller's obligation to convey title at Closing, and Buyer's obligation to purchase the Property is contingent upon the parties' approval, in their respective sole and absolute discretion, and mutual execution of the Utility Agreement prior to the Close of Escrow.

9. **No Side Agreements or Representations.** Buyer acknowledges that prior to the Close of Escrow, Buyer will have had the opportunity to make and will have made such an investigation and inspection of all aspects of the condition of the Property as it has deemed necessary or appropriate, including, but not limited to soils and the Property's compliance or non-compliance with applicable laws, rules, regulations and ordinances (including any Environmental Law) as defined in Paragraph 18.1 and the existence or non-existence of any Hazardous Substance as defined in Paragraph 18.1 on, in or under the Property.

10. **Conditions Precedent to Seller's Obligations.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow

Holder on or before the Closing Date of the Purchase Price and items described in Paragraphs 5.2 and 5.3.

11. **Title Insurance.** At the Close of Escrow, Buyer will cause the Title Company to issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

12. **Costs and Expenses.**

Seller will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) One half of the escrow and recording fees; and
- (d) Seller's share of prorations.

Buyer will pay:

- (a) One half of the escrow and recording fees;
- (b) ALTA Extended Owner's Policy and any title endorsements; and
- (c) Buyers share of prorations.

13. **Prorations.**

13.1 **Tax Exempt Agency.** All parties hereto acknowledge that the buyer is public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to close of escrow. In the event any real property taxes are due and unpaid at the close of escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the close of escrow. At the close of escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Any prorated refund that will be due the Seller will be refunded to the Seller by the county Tax Collector/Assessor outside of escrow and Escrow Holder shall have no liability and/or responsibility in connection therewith.

13.2 **Utility Deposits.** Any utility deposits held by utility companies servicing the Property, and the proration of costs for the joint use of utility services following the Close of Escrow shall be handled in accordance with the terms and conditions of the Utility Agreement. Costs for utility services to the Property up to but not including the day of Closing shall be paid by Seller in accordance with Paragraph 13.3, below.

13.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof (with the exception of expenses related to utility services, which will be shared temporarily by Buyer and Seller pursuant to the Utility Agreement), for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 13 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

14. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

14.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 12 and 13, (b) disburse the balance of the Purchase Price and (c) disburse any excess proceeds deposited by Buyer to Buyer.

14.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

14.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

14.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

15. **Seller's Post-Closing Obligations.** In addition to the LLA Conditions set forth in Paragraph 8.3(b), above, Seller shall also be required to separate the electrical and fire riser service currently shared by the Property and Seller's Retained Property, as set forth in more detail in the Utility Agreement.

16. **Joint Representations and Warranties.** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

16.1 Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.

16.2 All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

16.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

16.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

16.5 At Closing, Seller shall convey the Property to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Paragraph 6 above.

17. Indemnification.

17.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

17.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits arising out of the ownership and/or operation of the Property after the Closing Date or any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any document delivered to Seller pursuant to this Agreement.

18. Hazardous Substances.

18.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

18.2 Seller's Representations and Warranties. Except as disclosed in the Due Diligence Materials provided by Seller to Buyer, as of the Effective Date of this Agreement, to Seller's current actual knowledge:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) There are and have been no federal, state, or local enforcement clean-up, removal, remedial or other governmental or regulatory actions instituted against Seller affecting the Property; and

(c) No claims have been made by any third party relating to any Hazardous Substance on or within the Property during Seller's ownership thereof.

As used herein, the phrase "Seller's current actual knowledge" shall mean the actual knowledge of (i) Edward B. Lasak, who is the Senior Vice President of Finance and Production Operations of the Press-Enterprise Company (an affiliated entity of Seller), and (ii) Daniel J. Blizzard, who is the Secretary and Assistant Treasurer of Seller, who are the persons within Seller's organization with the most knowledge regarding the facts and Seller's operations and activities. "Seller's actual knowledge" shall not imply any duty of inquiry or investigation, and no personal liability shall attach to Edward B. Lasak or Daniel J. Blizzard with respect to a breach of any of the foregoing representations and warranties.

18.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains actual knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

18.4 Environmental Audit. Buyer has ordered at its sole cost and expense, to perform an Environmental Audit, it shall do so prior to the end of the Due Diligence Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any entry onto the Property for any non-invasive inspections or non-invasive on-site testing. In the event that Buyer elects to conduct any invasive testing on the Property, Buyer shall submit a detailed work plan for Seller's prior review and approval ("**Work Plan**"), which approval shall not be unreasonably withheld or delayed. If Seller fails to approve or disapprove the Work Plan in writing within five (5) business days of receipt, the entry and testing to be performed shall be deemed disapproved.

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the close of escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

19. **AS-IS Condition.** BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE,

OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY. EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATION TO MAKE REPAIRS, REPLACEMENTS, OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN.

20. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery. All notices sent by mail will be deemed received three (3) days after the date of mailing; and all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending party receives a confirmation of actual delivery from the courier).

21. **Miscellaneous.**

21.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery (including delivery by facsimile transmission or by "pdf" email transmission) and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

21.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

21.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party which will be extended by a period of time equal to the period of the delay.

21.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party.

21.5 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

21.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

21.7 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

21.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

21.9 Survival. Paragraphs 8.3, 15, 16, 17, 18.2, and 18.4(c) and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

21.10 Brokers. Seller is represented exclusively by Lee & Associates and Seller has agreed to pay Lee & Associates a commission pursuant to a separate written listing agreement said commission shall be paid by Seller at the Close of Escrow and through Escrow. Buyer is not represented by any broker or agent and it is the sole responsibility of the Seller to pay any and all commissions due.

21.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

21.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between Seller and Buyer.

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

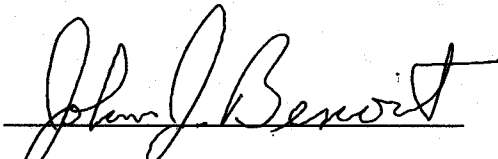
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year signed by the Board of Supervisors of the County of Riverside.

Date: _____

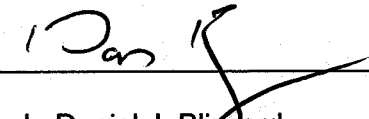
BUYER

County of Riverside

By: 
Supervisor John J. Benoit, Chairman

SELLER


AHC CALIFORNIA PROPERTIES, LLC, a
Delaware limited liability company, which acquired
title as PRESS ENTERPRISE COMPANY, a
California corporation

By: 
Printed: Daniel J. Blizzard

Its: Secretary and Assistant Treasurer

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 
Patricia Munroe
Deputy County Counsel

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

That portion of Parcel 1 of Certificate of Compliance for a Waiver of Parcel Map for Lot Line Adjustment per document recorded March 17, 1989 as Instrument No. 083685 of Official Records of Riverside County, California, lying within Section 26, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the most northerly corner of said Parcel 1, said corner also being on a line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street, as shown on Record of Survey on file in Book 127 of Record of Surveys at Page 8 thereof, Records of Riverside County, California;

Thence South 61°00'00" East along said parallel line, a distance of 210.08 feet to a point thereon, said point being the **TRUE POINT OF BEGINNING**;

Thence leaving said parallel line, South 29°01'27" West, a distance of 93.50 feet;

Thence South 61°00'00" East, a distance of 71.21 feet; Thence South 29°01'27" West, a distance of 99.95 feet; Thence North 61°06'57" West, a distance of 7.98 feet; Thence South 29°01'27" West, a distance of 151.54 feet; Thence South 61°06'57" East, a distance of 41.30 feet;

Thence South 29°19'34" West, a distance of 50.69 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 4.75 feet, the radial line to said point bears North 00°32'53" East;

Thence westerly and southwesterly along said curve, to the left, through a central angle of 70°03'15", an arc distance of 5.81 feet;

Thence South 20°29'38" West, a distance of 5.61 feet to the beginning of a tangent curve concave easterly, having a radius of 22.50 feet;

Thence southerly and southeasterly along said curve, to the left, through a central angle of 71°14'15", an arc distance of 27.97 feet;

Thence South 29°00'26" West, a distance of 353.50 feet to a point on the northwesterly prolongation of that certain course described as "North 61°08'35" West, a distance of 132.13 feet" in the southeasterly boundary line of said Parcel 1;

Thence South 61°09'20" East along said northwesterly prolongation, a distance of 8.73 feet to an angle point on said southeasterly boundary line of Parcel 1, said point also being the most northerly corner of Parcel 1 as described in Certificate of Compliance for a Waiver of Parcel Map for Lot Line Adjustment per document recorded March 17, 1989 as Instrument No. 083684 of Official Records of Riverside County, California;

Thence along the southerly boundary line, the southeasterly boundary line and the northeasterly boundary lines of said Parcel 1 of Instrument No. 083685 of Official Records, the following fourteen (14) bearings and distances:

- 1.) South 61°09'20" East, a distance of 131.94 feet;
- 2.) North 29°01'27" East, a distance of 334.50 feet;
- 3.) South 60°58'55" East, a distance of 117.99 feet;
- 4.) North 29°02'10" East, a distance of 257.07 feet to the beginning of a tangent curve concave northwesterly, having a radius of 396.00 feet;
- 5.) Northeasterly along said curve, to the left, through a central angle of 07°43'32", an arc distance of 53.39 feet;
- 6.) North 61°00'00" West, a distance of 184.27 feet;
- 7.) North 29°03'11" East, a distance of 133.21 feet to an angle point in said northeasterly boundary line of Parcel 1, said point also being in said line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street;
- 8.) North 61°00'00" West, a distance of 127.81 feet;
- 9.) North 29°00'00" East, a distance of 5.50 feet;
- 10.) North 61°00'00" West, a distance of 11.40 feet;
- 11.) South 29°00'00" West, a distance of 2.50 feet;
- 12.) North 61°00'00" West, a distance of 17.70 feet;
- 13.) South 29°00'00" West, a distance of 3.00 feet to an angle point in said northeasterly boundary line of Parcel 1, said point also being in said line parallel with and distant southwesterly 50.00 feet from the centerline of Fourteenth Street;
- 14.) North 61°00'00" West, a distance of 35.06 feet to the **TRUE POINT OF BEGINNING.**

End of Legal Description

EXHIBIT B

Recorded at request of and return to:
County of Riverside
Economic Development Agency
Real Property Division
3403 10th Street, Suite 500
Riverside, CA 92501

FREE RECORDING

This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: RCIT Consolidation

**APNs: 219-330-032 (portion) and
219-330-022 through 030**

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**AHC CALIFORNIA PROPERTIES, LLC, a Delaware limited liability company, which acquired title
as PRESS ENTERPRISE COMPANY, a California corporation**

**GRANTS to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the real
property in the County of Riverside, State of California, described as:**

**See Exhibit "A" attached hereto
And made part hereof**

PROJECT: RCIT Consolidation
APNs: 219-330-032 (portion) and 219-330-022 through 030

Dated: _____

GRANTOR:

AHC CALIFORNIA PROPERTIES, LLC, a Delaware limited liability company, which acquired title as PRESS ENTERPRISE COMPANY, a California corporation

By: _____

By: _____

State of California)
County of _____)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

GRANTEE:

By: _____
Robert Field,
Assistant County Executive Officer/EDA

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

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COMMENCING at the most northerly corner of said Parcel 1, said corner also being on a line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street, as shown on Record of Survey on file in Book 127 of Record of Surveys at Page 8 thereof, Records of Riverside County, California;

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Thence South 61°00'00" East, a distance of 71.21 feet; Thence South 29°01'27" West, a distance of 99.95 feet; Thence North 61°06'57" West, a distance of 7.98 feet; Thence South 29°01'27" West, a distance of 151.54 feet; Thence South 61°06'57" East, a distance of 41.30 feet;

Thence South 29°19'34" West, a distance of 50.69 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 4.75 feet, the radial line to said point bears North 00°32'53" East;

Thence westerly and southwesterly along said curve, to the left, through a central angle of 70°03'15", an arc distance of 5.81 feet;

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- 5.) Northeasterly along said curve, to the left, through a central angle of 07°43'32", an arc distance of 53.39 feet;
- 6.) North 61°00'00" West, a distance of 184.27 feet;
- 7.) North 29°03'11" East, a distance of 133.21 feet to an angle point in said northeasterly boundary line of Parcel 1, said point also being in said line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street;
- 8.) North 61°00'00" West, a distance of 127.81 feet;
- 9.) North 29°00'00" East, a distance of 5.50 feet;
- 10.) North 61°00'00" West, a distance of 11.40 feet;
- 11.) South 29°00'00" West, a distance of 2.50 feet;
- 12.) North 61°00'00" West, a distance of 17.70 feet;
- 13.) South 29°00'00" West, a distance of 3.00 feet to an angle point in said northeasterly boundary line of Parcel 1, said point also being in said line parallel with and distant southwesterly 50.00 feet from the centerline of Fourteenth Street;
- 14.) North 61°00'00" West, a distance of 35.06 feet to the **TRUE POINT OF BEGINNING.**

End of Legal Description

EXHIBIT C

Assignment & Assumption of Lease

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION of that certain standard multi-tenant office lease between AHC CALIFORNIA PROPERTIES, LLC, a Delaware limited liability company (as successor-in-interest to THE PRESS ENTERPRISE COMPANY, a California corporation), as Lessor, and ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a California Professional Law Corporation, as Lessee, dated for reference purposes only on March 20, 2008 ("Lease"), is made as of the _____ day of _____, 2013, by and between AHC CALIFORNIA PROPERTIES, LLC, a Delaware limited liability company, having an office at 2450 Fourteenth Street, Riverside, California 92507 ("Assignor/Seller"), and COUNTY OF RIVERSIDE, a political subdivision of the State of California, having an address at 3403 Tenth Street, Suite 500, Riverside, CA 92501 ("Assignee/Buyer").

WITNESSETH

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions whereby Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's right, title, and interest in and to a certain parcel of real estate situated in Riverside, California at 3450 Fourteenth Street (the "Premises"), as the same are more fully described on Exhibit A, attached hereto made a part hereof; and

WHEREAS, a portion of the Premises is subject to the Lease identified on Exhibit B, attached hereto and made a part hereof (the "Lease"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the rights and obligations of Lessor under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, security deposit and interest as Lessor in and to the Lease subject to all encumbrances and restrictions affecting Assignor's interest in the Premises and in the Lease, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of the Lessor under the terms and provisions of the Lease. Assignee releases Assignor from liability for all obligations under the Lease and indemnifies Assignor from all liability arising after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease under seal as of the day and year first above written.

ASSIGNOR:

AHC CALIFORNIA PROPERTIES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
John J. Benoit, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Patricia Munroe
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

All that certain real property in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

That portion of Parcel 1 of Certificate of Compliance for a Waiver of Parcel Map for Lot Line Adjustment per document recorded March 17, 1989 as Instrument No. 083685 of Official Records of Riverside County, California, lying within Section 26, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the most northerly corner of said Parcel 1, said corner also being on a line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street, as shown on Record of Survey on file in Book 127 of Record of Surveys at Page 8 thereof, Records of Riverside County, California;

Thence South 61°00'00" East along said parallel line, a distance of 210.08 feet to a point thereon, said point being the **TRUE POINT OF BEGINNING**;

Thence leaving said parallel line, South 29°01'27" West, a distance of 93.50 feet;

Thence South 61°00'00" East, a distance of 71.21 feet; Thence South 29°01'27" West, a distance of 99.95 feet; Thence North 61°06'57" West, a distance of 7.98 feet; Thence South 29°01'27" West, a distance of 151.54 feet; Thence South 61°06'57" East, a distance of 41.30 feet;

Thence South 29°19'34" West, a distance of 50.69 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 4.75 feet, the radial line to said point bears North 00°32'53" East;

Thence westerly and southwesterly along said curve, to the left, through a central angle of 70°03'15", an arc distance of 5.81 feet;

Thence South 20°29'38" West, a distance of 5.61 feet to the beginning of a tangent curve concave easterly, having a radius of 22.50 feet;

Thence southerly and southeasterly along said curve, to the left, through a central angle of 71°14'15", an arc distance of 27.97 feet;

Thence South 29°00'26" West, a distance of 353.50 feet to a point on the northwesterly prolongation of that certain course described as "North 61°08'35" West, a distance of 132.13 feet" in the southeasterly boundary line of said Parcel 1;

Thence South 61°09'20" East along said northwesterly prolongation, a distance of 8.73 feet to an angle point on said southeasterly boundary line of Parcel 1, said point also being the most northerly corner of Parcel 1 as described in Certificate of Compliance for a Waiver of Parcel Map for Lot Line Adjustment per document recorded March 17, 1989 as Instrument No. 083684 of Official Records of Riverside County, California;

Thence along the southerly boundary line, the southeasterly boundary line and the northeasterly boundary lines of said Parcel 1 of Instrument No. 083685 of Official Records, the following fourteen (14) bearings and distances:

- 1.) South 61°09'20" East, a distance of 131.94 feet;
- 2.) North 29°01'27" East, a distance of 334.50 feet;
- 3.) South 60°58'55" East, a distance of 117.99 feet;
- 4.) North 29°02'10" East, a distance of 257.07 feet to the beginning of a tangent curve concave northwesterly, having a radius of 396.00 feet;
- 5.) Northeasterly along said curve, to the left, through a central angle of 07°43'32", an arc distance of 53.39 feet;
- 6.) North 61°00'00" West, a distance of 184.27 feet;
- 7.) North 29°03'11" East, a distance of 133.21 feet to an angle point in said northeasterly boundary line of Parcel 1, said point also being in said line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street;
- 8.) North 61°00'00" West, a distance of 127.81 feet;
- 9.) North 29°00'00" East, a distance of 5.50 feet;
- 10.) North 61°00'00" West, a distance of 11.40 feet;
- 11.) South 29°00'00" West, a distance of 2.50 feet;
- 12.) North 61°00'00" West, a distance of 17.70 feet;
- 13.) South 29°00'00" West, a distance of 3.00 feet to an angle point in said northeasterly boundary line of Parcel 1, said point also being in said line parallel with and distant southwesterly 50.00 feet from the centerline of Fourteenth Street;
- 14.) North 61°00'00" West, a distance of 35.06 feet to the **TRUE POINT OF BEGINNING.**

End of Legal Description

EXHIBIT "B"

DESCRIPTION OF LEASE

That certain Standard Multi-Tenant Office Lease between AHC CALIFORNIA PROPERTIES, LLC, a Delaware limited liability company (as successor-in-interest to THE PRESS ENTERPRISE COMPANY, a California corporation), as Lessor, and ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a California Professional Law Corporation, as Lessee, dated for reference purposes only on March 20, 2008.

EXHIBIT D

Lease Agreement

INTERIM LEASE

County of Riverside, and

Press Enterprise Company

3450 Fourteenth Street, Riverside, California

THIS INTERIM LEASE ("Lease") is entered into to be effective as of the ____ day of _____, 2013 ("Effective Date"), by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (herein called "County"), and Press Enterprise Company (herein called "Lessee"). Hereafter, County and Lessee are sometimes individually referred to as a "party," and collectively, the "parties."

RECITALS. This Lease is made with reference to the following facts:

- (a) Lessee has sold to County and County has purchased from Lessee that certain building situated at 3450 Fourteenth Street, Riverside, California, and ("Building");
- (b) Lessee currently occupies the entire Building and desires to lease back a portion of the Building including the entire third floor and portions of the first and fourth floors for six (6) months from the Close of Escrow (as defined in Section 1(b), below) during which time Lessee will locate and occupy permanent quarters elsewhere for its operational needs;
- (c) County and Lessee acknowledge that a third party tenant ("Existing Tenant") occupies a portion of the fourth floor of the Building ("Existing Tenant Premises") and will continue to occupy the Existing Tenant Premises during the Term of this Lease; and
- (d) County and Lessee desire to enter into this Lease and to cooperate by sharing the Building for the benefit of both Parties.

OPERATIVE PROVISIONS.

Now, therefore, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt of which are hereby acknowledged, and for the mutual covenants contained herein, County and Lessee agree as follows:

1. Description.

(a) County hereby leases to Lessee approximately 39,490 square feet of floor space in the Building, consisting of a portion of the first and fourth floors and the entire third floor, as more particularly depicted on Exhibits A-1, A-2 and A-3 attached hereto and incorporated herein by this reference ("Premises"). Lessee shall have the exclusive use of the Premises, and, with the exception of the County and the Existing Tenant, the exclusive use of the restrooms and data, electrical, and HVAC rooms on the third and fourth floors.

(b) County acknowledges that, following the close of escrow for the sale of the Building by Lessee to County ("Close of Escrow"), Lessee will be required to consolidate its operations (which currently occupy the majority of the Building) into the Premises which comprise only the third floor and portions of the first and fourth floors ("Consolidation"). In that regard, Lessee shall complete the Consolidation on or before the date which is forty-five (45) days following the Effective Date of this Lease; provided that the Close of Escrow occurs on or before August 15, 2013. During the forty-five (45) day period within which Lessee is effecting the Consolidation, County shall not occupy the Building, nor permit the tenancy of any new tenants to commence, in order to eliminate any disruption to, or delay in the completion of Lessee's Consolidation efforts.

(c) Lessee shall have common usage of the interior Fourteenth Street lobby, cafeteria, elevator systems, stairwells, and exterior walkways, driveways, vehicular parking spaces, and other similar facilities maintained by the County for other tenants and the public. In addition, Lessee shall have access rights to the County's Data Center located on the first floor of the Building ("Main Data Center") twenty-four (24) hours a day, seven (7) days a week. Otherwise, County agrees that, during the Term (as defined in Section 3, below) and any holdover period (referenced in Section 4, below), the standard operating hours of the Building shall be from 7:00 a.m. to 12:00 a.m. seven (7) days a week.

2. Use.

(a) Lessee shall use the Premises for purposes of general office use and for operating a data center on a portion of the first floor.

(b) The Premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed.

(c) Lessee shall have the exclusive use of the Premises.

3. **Term.** The term of this Lease shall be for a period of one hundred eighty (180) days ("Term"), effective as of the close of escrow for the sale of the Building by Lessee to County and expiring at midnight on the one hundred eightieth (180th) day thereafter. Notwithstanding the foregoing, Lessee shall have the unrestricted right to terminate this Lease upon thirty (30) days' written notice to County at any time during the Term.

4. **Holdover.** In the event Lessee continues to occupy the Premises after the expiration of this Lease, the tenancy shall thereafter be from month to month, and the monthly rental increased to 125% of the monthly rent set forth herein.

5. **Rent.**

(a) Lessee shall pay Fifty-Nine Thousand Two Hundred Thirty-Five and No/100 Dollars (\$59,235.00) per month to County ("Rent"), computed by multiplying One and 50/100 Dollars (\$1.50) by 39,490 square feet of floor area of the Premises, payable, in advance, on the first (1st) day of each month; provided, however, that in the event the Term commences or expires on a date which is not the first or last date of the month, the Rent payable for said month shall be pro-rated based upon the actual number of days in such month.

6. **On-Site Improvements by Lessee.**

(a) Lessee shall have the right to make alterations or improvements to the Premises, provided that Lessee obtains the prior written consent of the County for any structural alterations or improvements or the installation of fixtures to be undertaken by Lessee, and provided further that Lessee's request for County's consent shall be accompanied by proposed plans for such alterations, improvements or fixtures for County's review and approval. County's consent shall not be unreasonably withheld, conditioned or delayed.

(b) All alterations and improvements to be made, and fixtures installed, or caused to be made and installed by Lessee shall become the property of County with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At or prior to the expiration or earlier termination of this Lease, Lessee shall have the right to remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, Lessee shall restore the Premises to, as nearly as practicable, its condition upon delivery to Lessee. In the event such trade fixtures are not removed, County may, at its election, either: (1) remove and store such trade fixtures and restore the Premises for the

account of Lessee, and in such event, Lessee shall within thirty (30) days after billing and accounting therefor, reimburse County for the costs so incurred, or (2) take and hold such trade fixtures as its sole property.

7. **Signs.** With the exception of Lessee's existing sign as of the Effective Date ("Existing Sign"), Lessee shall not erect, maintain or display any signs or other forms of advertising upon the Premises without first obtaining the written approval of County, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall remove its Existing Sign no later than thirty (30) days following Lessee's vacation of the Premises, and shall patch and repair any holes left by such removal, to the reasonable satisfaction of County.

8. **Utilities.**

(a) Except as set forth in Section 8(b), below, County shall provide and pay for all utilities necessary for Lessee's operations on the Premises during the Term and any holdover period.

(b) Lessee shall provide and pay for all telephone services necessary for Lessee's operations on the Premises during the Term and any holdover period.

9. **Maintenance.**

(a) County shall be responsible, at its sole cost and expense, for all maintenance of the Premises and common areas during the Term and any holdover period.

(b) County shall be responsible, at its sole cost and expense, for providing routine monitoring and maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system serving the Premises and common areas, if applicable, during the Term and any holdover period.

(c) County shall maintain, at its sole cost and expense, the mechanical room and other major equipment serving the Premises and common areas during the Term and any holdover period.

(d) Notwithstanding any other provision of this Lease, County acknowledges that certain building services are critical to Lessee's time-sensitive publishing operations and that County's immediate response to any disruption of critical services (such as electrical and HVAC) is necessary. Accordingly, if any services deemed by Lessee to be critical are interrupted and County has not responded within (i) sixty (60) minutes from Lessee's notice related to electrical and HVAC outages in the Data Center located on the first floor of the Building or (ii) sixty (60) minutes from Lessee's notice related to HVAC outages in Lessee's newsroom located on the south end of the third floor of the Building and Lessee's Call Center located on the fourth floor of the Building, then Lessee shall have the right to engage service providers to restore such

services and, in that event, County shall reimburse Lessee for the reasonable cost of restoration of such services.

(e) In the event any damage or injury to the Premises is caused by the negligent acts of Lessee, its officers, employees, clients, agents, guests, invitees, subcontractors or independent contractors, any repairs made, or caused to be made by County as may be necessary to restore the Premises as a result of such damage or injury shall be paid forthwith by Lessee to County upon a billing and accounting thereof, in writing, by County to Lessee.

10. **Custodial Services.** County shall provide, or cause to be provided, and pay for all custodial services in connection with the Premises and common areas during the Term and any holdover period.

11. **Inspection of Premises.** Upon forty-eight (48) hours' prior notice, County, through its duly authorized agents, shall have the right to enter the Premises for the purpose of inspecting, monitoring, and evaluating the obligations of Lessee hereunder and for carrying out its obligations hereunder.

12. **Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the use of the Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

13. **Compliance with Government Regulations.** Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Premises.

14. **Termination by County.** County shall have the right to terminate this Lease forthwith:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Lessee as debtors.

(b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the Premises by Lessee.

(d) In the event Lessee fails or refuses to perform, keep or observe any of Lessee's duties or obligations hereunder; provided, however, that Lessee shall have thirty (30) days in which to correct Lessee's breach or default after written notice thereof has been served on Lessee by County (or if the breach or default cannot be cured within thirty (30) days, Lessee shall commence such correction within thirty (30) days and thereafter diligently complete the same).

15. **Termination by Lessee.** Lessee shall have the right to terminate this Lease:

(a) In the event County fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that County shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Lessee; provided, further, however, that in the event such breach or default is not corrected, Lessee may elect to terminate this Lease in its entirety or as to any portion of the Premises affected thereby, and such election shall be given by an additional fifteen (15) days' written notice to County. However, in the event the County's failure to perform any obligation described herein (including without limitation, County's failure to make repairs or replacements), which, in Lessee's opinion, constitutes an emergency or poses a risk to any person, the Premises or Lessee's property (specifically, HVAC or electric outages), then Lessee shall have the right, but not the obligation, to make the necessary repairs or replacements, in which event, County shall reimburse Lessee for the reasonable, out-of-pocket costs expended by Lessee in making said repairs. If County fails to reimburse Lessee for the cost of such repairs within fifteen (15) days after Lessee has provided an invoice to County therefor, Lessee shall have the right to deduct the total amount of such cost from the Rent thereafter to become due under this Lease, without waiving any other rights of Lessee.

16. Insurance. Lessee shall during the Term of this Lease procure at its sole cost and expense and keep in full force and effect from the commencement date of this Lease continuing until the end of the Term of the Lease the following insurance provisions:

(a) **Workers' Compensation.** Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) **Comprehensive General Liability.** Procure and maintain Comprehensive Broad Form General Liability insurance coverage that shall protect Lessee from claims including, but not limited to, damages for Premises liability, contractual liability, personal and advertising injury (broad form) which may arise from or out of Lessee's operation, use and management of the Premises, whether such operations and use be by Lessee, by any subcontractor, vendor, or by anyone employed directly or indirectly by either of them or volunteers serving either of them. Such insurance shall name County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives as additional insureds with respect to this Lease and the obligations hereunder with limits not less than \$1,000,000 per occurrence combined single limit. Policy shall provide for \$5,000 in medical payments coverage per occurrence, and fire legal liability in an amount not less than \$50,000 per occurrence.

(c) Vehicle Liability. Lessee shall procure auto liability as required by the State of California.

(d) All Risk Real and Personal Property.

(1) The Premises will continue to remain insured by the County Property Program at no additional cost to Lessee. The County of Riverside shall continue to be responsible for all risk, earthquake and flood deductibles.

(2) The Premises will continue to remain insured by the County Boiler and Machinery Program. The County of Riverside shall continue to be responsible for any and all deductibles relating to Boiler and Machinery insurance coverage.

(e) General Insurance Provisions.

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by County Risk Manager, and such carrier(s) shall have an A.M. BEST rating of not less than an A:VII (A:8). In addition, any deductibles or self-insured retentions must be declared by such carrier(s) and such deductibles and retentions shall have the prior consent, in writing, from the County Risk Manager and, at the election of the County Risk Manager, such carriers shall be notified in writing and shall either: (1) reduce or eliminate such deductibles or self-insured retentions relating to the County of Riverside, its officers, employees or agents, or (2) procure a bond which guarantees payment of losses and related investigations, claim(s) administration and defense expenses and costs. If no written notice is received from County Risk Manager within ten (10) days of the acceptance of agreement then such deductibles or self -insured retentions shall be deemed acceptable.

(2) Lessee shall cause its insurance carrier(s) to furnish the County of Riverside with either (1) properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein, or (2) if requested to do so, in writing, by County Risk Manager, provide original Certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as additional insureds with respect to this Lease and the obligations of Lessee hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the County of Riverside prior to any modification, cancellation, expiration

or reduction in coverage of such insurance. In the event of any such modification, cancellation, expiration or reduction in coverage and on the effective date thereof, this Lease shall terminate forthwith, unless the County of Riverside receives prior to such effective date another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Lessee shall not take possession or otherwise use the Premises until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

(3) It is understood and agreed to by the parties hereto, and the insurance company(s), Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

17. Hold Harmless.

(a) Lessee represents that it has inspected the Premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Lessee, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises, except to the extent that such dangerous conditions are caused by the negligence or intentional acts of County, its officers, agents or employees.

(b) Lessee shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Lessee's employee included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from its use and responsibilities in connection therewith of the Premises or the condition thereof, and Lessee shall defend, at its expense, including without limitation, attorney fees, expert fees and investigation expenses, County, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to

indemnify and hold County free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

(c) The specified insurance limits required in Section 16, above shall in no way limit or circumscribe Lessee's obligations to indemnify and hold County free and harmless herein.

18. Assignment. Lessee shall not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, as provided in this Section, Lessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Lease. Notwithstanding the foregoing, Lessee shall have the unrestricted right to assign or otherwise transfer this Lease to an affiliate which owns or controls, or is owned or controlled by Lessee ("Affiliate"), in which event, Lessee shall not remain liable for the obligations and duties contained in this Lease upon the effective date of such transfer to said Affiliate.

19. Toxic Materials. During the Term of the Lease and any extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises, including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials in quantities which are in violation of law, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances", "hazardous materials" or "toxic substances") as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those substances defined as "Hazardous Wastes" in Section 25117 of the California Health and Safety Code or as "Hazardous Substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

20. **Free From Liens.** Lessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the Premises, and which may be secured by a mechanic's, material man's or other lien against the Premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

21. **Employees and Agents of Lessee.** It is understood and agreed that all persons hired or engaged by Lessee shall be considered to be employees or agents only of Lessee and not of County.

22. **Binding on Successors.** Subject to the restriction on assignment set forth in Section 18, above, Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all the parties thereto shall be jointly and severally liable hereunder.

23. **Waiver of Performance.** No waiver by County at any time of any of the terms and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

24. **Severability.** The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

25. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California.

26. **Attorneys' Fees.** In the event of any litigation or arbitration between Lessee and County to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award in such litigation or arbitration.

27. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage prepaid, return receipt

requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

County:

County of Riverside
Economic Development Agency
3403 10th Street, Suite 500
Riverside, California 92501

Lessee:

Press Enterprise Company
3512 14th Street
Riverside, CA 92501

Or to such other addresses as from time to time shall be designated by the respective parties.

28. Permits, Licenses and Taxes. Lessee shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or hold, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

29. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Lease.

30. County's Representative. County hereby appoints the Assistant County Executive Officer/EDA as its authorized representatives to administer this Lease.

31. Agent for Service of Process. It is expressly understood and agreed that in the event Lessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessee shall file with the Assistant County Executive Officer/EDA, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of services of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then, in such event, Lessee may be personally served with such process out of this County and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

32. **Entire Agreement; Amendment.** This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.

33. **Approval.** This Lease shall not be binding or consummated until its approval by the County of Riverside Board of Supervisors.

Dated: _____

LESSOR:
COUNTY OF RIVERSIDE

LESSEE:
PRESS ENTERPRISE COMPANY

By: _____
John J. Benoit, Chairman
Board of Supervisors

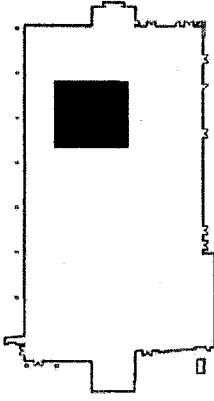
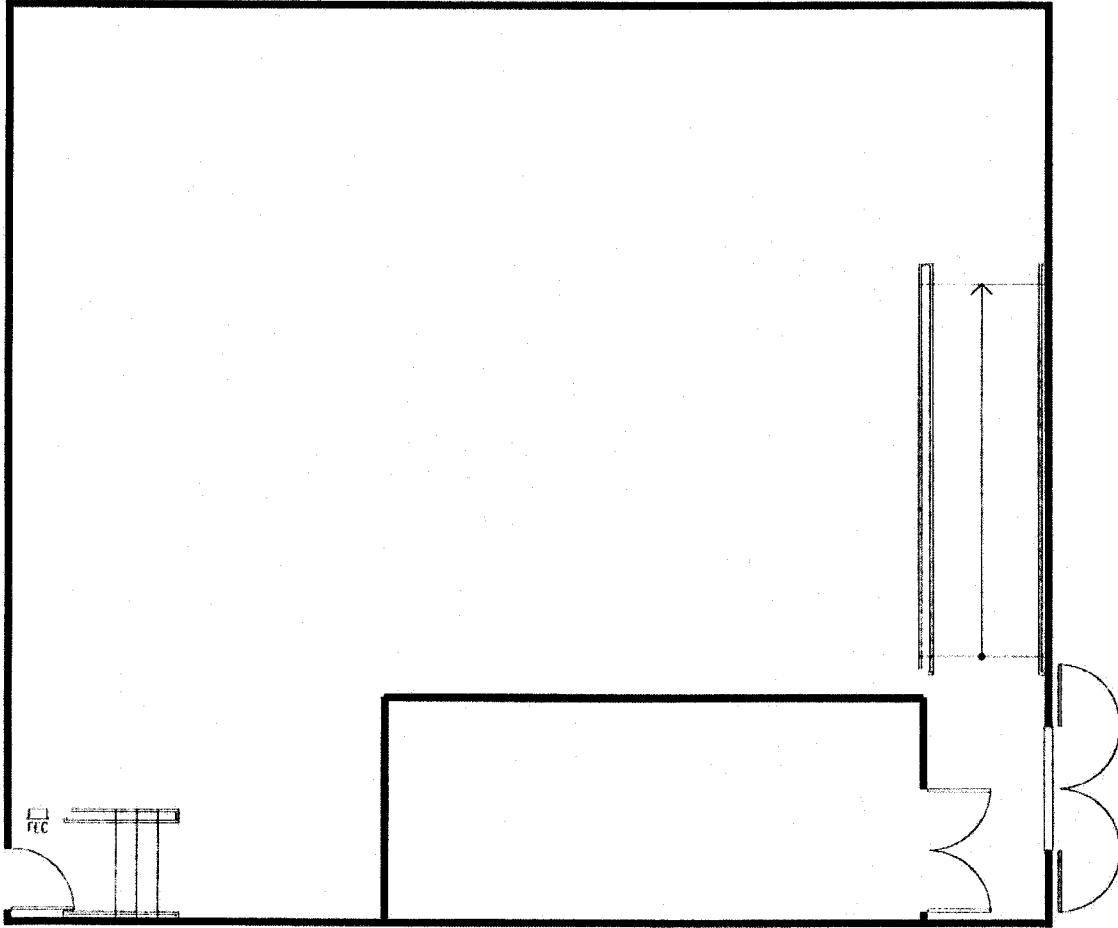
By: _____
Title: _____

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

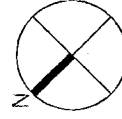
By: _____
Deputy

Exhibit “A-1”

DEPICTION OF FIRST FLOOR OF THE PREMISES



FLOOR LOCATION PLAN



saa

SHLEMMER • ALGAZE • ASSOCIATES

18201 Von Karman, Suite 120
Irvine, CA 92612
T (949) 724-8958
F (949) 724-1981

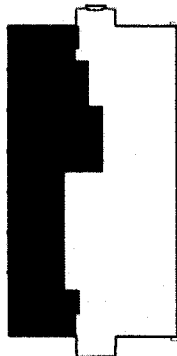
1st FLOOR
DATA CENTER
2,212 USF

3450 14th STREET
RIVERSIDE, CA

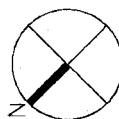
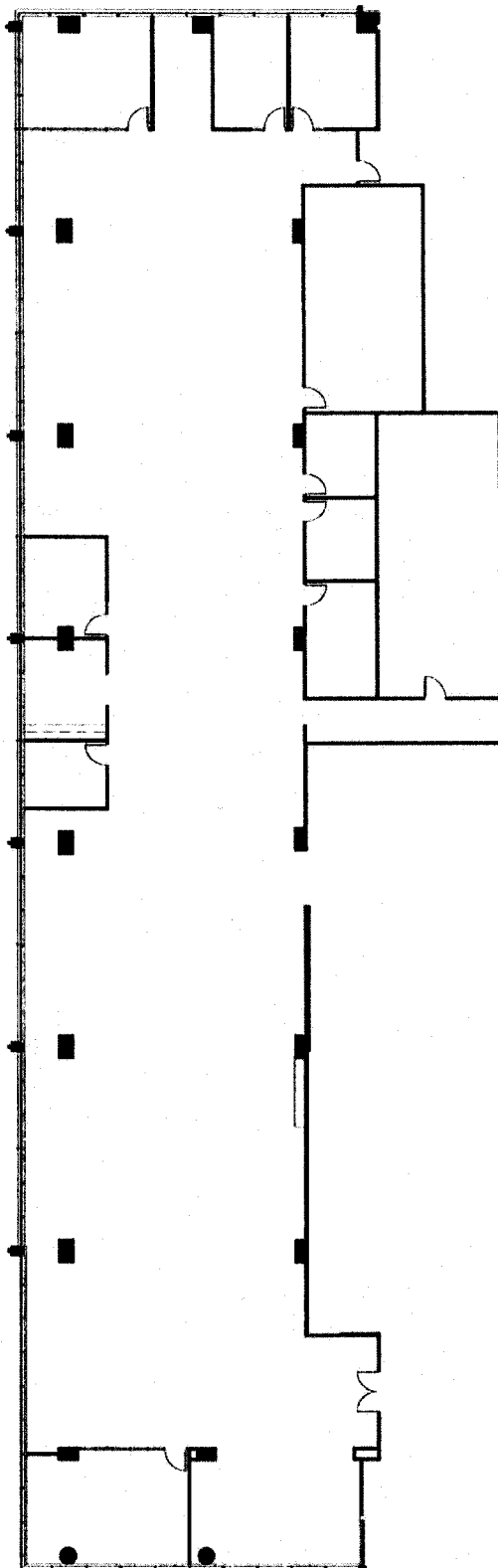
05/21/13

Exhibit “A-2”

DEPICTION OF FOURTH FLOOR OF THE PREMISES



FLOOR LOCATION PLAN



SHLEMMER • ALGAIZE • ASSOCIATES

3450 14th STREET
RIVERSIDE, CA

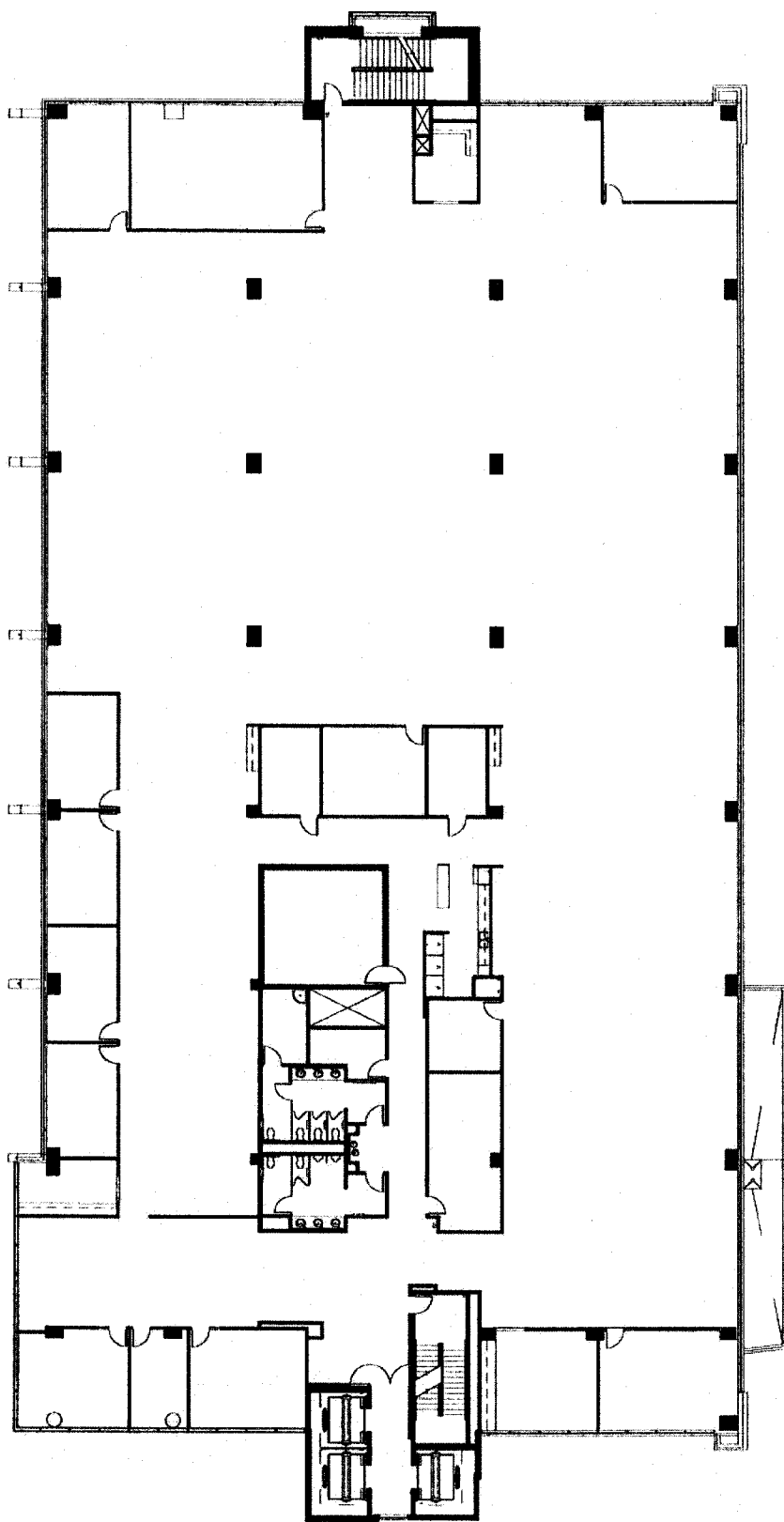
4th FLOOR
PRESS ENTERPRISE
12,011 USF

18201 Von Karman, Suite 120
Irvine, CA 92612
T (949) 724-9958
F (949) 724-1981

05/21/13

Exhibit “A-3”

DEPICTION OF THIRD FLOOR OF THE PREMISES



18201 Von Karman, Suite 120
Irvine, CA 92612
T (949) 724-9958
F (949) 724-1981

3rd FLOOR
25,267 USF

3450 14th STREET
RIVERSIDE, CA

05/21/13

EXHIBIT E

Bill of Sale

THIS BILL OF SALE ("Bill of Sale") is executed as of _____, 2013, by AHC CALIFORNIA PROPERTIES, LLC, a Delaware limited liability company ("Seller"), in favor of the County of Riverside, a political subdivision of the State of California ("Buyer"), based on the following facts:

A. Pursuant to the terms of that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of _____, 2013 (the "Purchase Agreement"), Seller agreed to sell that certain parcel of real property improved with an office building containing approximately 146,000 square feet located at 3450 Fourteenth Street, Riverside, California and legally described as set forth in Exhibit "A" attached to the Purchase Agreement (the "Property") to Buyer, and Buyer agreed to purchase the Property from Seller.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell to Purchaser all of Seller's rights, title and interest in all fixtures contained on the Property, together with certain personal property more particularly described on Attachment No. 1 to this Bill of Sale and made part hereof (collectively, "Personal Property").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

1. Seller hereby grants, sells, transfers and conveys to Purchaser all of Seller's rights, title and interest in and to the Personal Property.
2. Seller makes no representations or warranties with respect to the Personal Property.
3. This Bill of Sale shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

AHC CALIFORNIA PROPERTIES, LLC, a
Delaware limited liability company

By: _____

EXHIBIT F

UTILITY AGREEMENT

LICENSE AGREEMENT (UTILITIES)

This License Agreement related to common utilities ("**Agreement**") is made and entered into this _____ day of _____, 2013, by and between AHC California Properties, LLC, a Delaware limited liability company ("**AHC**"), and The County of Riverside, a political subdivision of the State of California ("**County**"). Hereafter, AHC and County are sometimes referred to individually as a "**Party**," and collectively, as the "**Parties**."

RECITALS

WHEREAS, AHC (as "Seller" thereunder) and County (as "Buyer" thereunder) are parties to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated _____, 2013 ("**Purchase Agreement**"). Pursuant to the terms of the Purchase Agreement, County will acquire from AHC approximately 5.25 acres of land, together with a 138,889 square foot building ("**2007 Building**") and a 7,839 square foot building ("**Former Church**") in the City of Riverside ("**City**"), County of Riverside, State of California, in the location depicted on Exhibit "A" attached hereto and incorporated herein by this reference ("**Site Plan**"), and as more specifically described in Exhibit "B," attached hereto and incorporated herein by this reference ("**County Property**");

WHEREAS, AHC will remain the owner of the real property immediately adjacent to the County Property, together with a 45,358 square foot building ("**1955 Building**"), a 15,488 square foot building ("**1963 Building**"), a 26,178 square foot building ("**1966 Building**"), a 31,767 square foot building ("**1981 Building**"), and a 108,810 square foot building ("**1988 Building**," and together with the 1955 Building, the 1963 Building, the 1966 Building, and the 1981 Building, the "**AHC Buildings**") in the City of Riverside, County of Riverside, State of California, in the location depicted on the Site Plan, and as more specifically described in Exhibit "C," attached hereto and incorporated herein by this reference ("**AHC Property**");

WHEREAS, the County Property and the AHC Property will share common utility services ("**Common Utilities**" or "**Common Utility Services**") following the closing of the sale contemplated under the Purchase Agreement, and the Parties have agreed to the joint use of said Common Utility Services temporarily, until such time as AHC may complete the division of such Common Utilities serving the County Property and the AHC Property;

WHEREAS, the Parties desire to grant one another reciprocal, non-exclusive licenses for access to and use of the other's property for purposes of utilizing the Utility Services (as defined in Section 1, below), upon and subject to the terms, covenants and conditions set forth herein;

WHEREAS, AHC also desires a non-exclusive license for access to and use of the County Property for purposes of the installation and operation of a data communications line and related facilities to serve the AHC Buildings and for purposes of increasing the fire rating of certain interior walls within the elevator core of the 2007 Building; and

WHEREAS, County and AHC desire to enter into this Agreement to memorialize the terms and conditions upon which each shall have a license to enter upon and use the other Party's property in connection with the Common Utility Services, and AHC shall have an additional license to enter upon and use the County Property in connection with the Data Facilities (as defined in Section 8, below).

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Reciprocal Licenses.** AHC, for and in consideration of the mutual covenants contained herein, hereby grants to County a non-exclusive license ("**Electrical Service License**") to use that certain portion of the AHC Property necessary to make use of the electrical service and disconnect located in the basement of the 1955 Building which serves the Former Church as well as all of the AHC Buildings ("**Electrical Service**"). The County, for and in consideration of the mutual covenants contained herein, hereby grants to AHC a non-exclusive license ("**Fire Riser License**") to use that certain portion of the County Property necessary to make use of the post-indicator valve located in front of the 2007 Building serving three (3) fire risers, two (2) of which serve the 1988 Building, and one (1) of which serves the 2007 Building ("**Fire Risers**"; and together with the Electrical Service, the "**Utility Services**"). The licenses granted pursuant to this Section 1 shall collectively be referred to herein as the "**Reciprocal Licenses.**"

2. **Maintenance and Service Fees.** The Parties shall continue the joint use of the Common Utilities throughout the Reciprocal License Term. Each Party shall maintain and repair, or cause the responsible utility service company to maintain and repair, the Utility

Services located on each Party's respective property, to ensure that there is no interruption in service to the other Party's property. AHC hereby agrees that the County will not be required to reimburse AHC for the County's pro-rata share of the Electrical Service during the Reciprocal License Term (as defined in Section 4, below). The Parties acknowledge and agree that the Fire Risers do not generate any service fees for which the County or AHC will be responsible.

3. **Scope of Reciprocal Licenses.** In the event that either Party fails to repair and maintain the Utility Services on its respective property ("**Defaulting Party**"), then the other Party ("**Non-Defaulting Party**") shall have the right to enter the property of the Defaulting Party and conduct such maintenance and repair as is necessary to continue uninterrupted service to the Non-Defaulting Party's property; provided that the Non-Defaulting Party (a) complies with Sections 8, 9 and 10, below; (b) repairs any damage to the Defaulting Party's Property caused by the Non-Defaulting Party or any of its agents; and (c) does not unreasonably interfere with the use and enjoyment of the Defaulting Party's Property by the Defaulting Party or by lessees or other occupants of the Defaulting Party's Property.

4. **Term of Reciprocal Licenses.** The term of the Reciprocal Licenses ("**Reciprocal License Term**") shall commence on the Effective Date of this Agreement and shall terminate on the earlier of (a) the mutual written agreement of the Parties, or (b) the date upon which AHC has completed the separation of the Common Utilities as contemplated in Section 5, below, but in no event later than one (1) year following the Effective Date.

5. **Division of Common Utilities.** On or before the first (1st) anniversary of the Effective Date of this Agreement, AHC shall have completed the division of the Common Utilities, at its expense. The County acknowledges, however, that the foregoing action may result in the need for certain restoration activity on the AHC Property and the County Property (collectively, "Restoration"), in which event, the County agrees to cooperate with AHC to effect said Restoration, which cooperation shall include, without limitation, sharing in the costs incurred to accomplish the Restoration in a timely manner.

6. **Interior Work.** County acknowledges that AHC will require access to the elevator core of the 2007 Building in order to increase the fire rating of certain interior walls within such elevator core and County, for and in consideration of the mutual covenants contained herein, hereby grants to AHC a limited non-exclusive license to modify certain interior walls within the elevator core of the 2007 Building in order to increase the fire rating of such walls (collectively, "**Interior Work License**"; and together with the Reciprocal Licenses, the "**Licenses**"), together with the right of access, ingress and egress, in, upon, along, through and across that portion of the County Property necessary to exercise the rights granted under the

Interior Work License. All work performed under the Interior Work License will be carried out in accordance with plans and specifications which are acceptable to County in its reasonable discretion.

The term of the Interior Work License shall commence on the Effective Date of this Agreement and shall terminate upon the mutual written agreement of the Parties, but in no event later than one (1) year following the Effective Date. AHC shall comply with Sections 8, 9 and 10 below in the exercise of its rights under the Interior Work License. In exercising its rights under the Interior Work License, AHC shall not unreasonably interfere with the use and enjoyment of the County Property by County or by lessees or other occupiers of the County Property.

7. **Data Facility.** County, for and in consideration of the mutual covenants contained herein, hereby grants to AHC a limited non-exclusive license to construct, install, operate, inspect, repair, replace, maintain and remove a data communications line and any related facilities (collectively, "**Data Facilities**") to serve the AHC Buildings ("**Data Facilities License**"; and together with the Reciprocal Licenses, the "**Licenses**"), together with the right of access, ingress and egress, in, upon, along, through and across that portion of the County Property necessary to exercise the rights granted under the Data Facilities License.

a. **Term.** The term of the Data Facilities License shall commence on the Effective Date of this Agreement and shall terminate upon the mutual written agreement of the Parties, but in no event later than one (1) year following the Effective Date.

b. **Ownership of Data Facilities.** The Data Facilities shall be the sole and exclusive property of AHC. County shall not have, nor shall it assert, any right, title or interest in or to the Data Facilities.

c. **Installation and Operation.** Prior to installation or construction, AHC shall deliver to County copies of the plans and specifications for the installation of the Data Facilities, detailing the type, size and location(s) of the Data Facilities ("**Plans and Specifications**"). AHC shall be solely responsible for all costs and expenses associated with the installation, operation, maintenance and repair of the Data Facilities, including, without limitation, any telephone or internet connectivity charges.

d. **Maintenance.** AHC shall be solely responsible for the maintenance and repair of the Data Facilities, and shall maintain the same in good repair and condition at all times during the term of the Data Facilities License. AHC shall, at its sole cost and expense, repair any damage to the County Property where such damage is caused by AHC or any of its

agents. County shall have no liability for damages to the Data Facilities, except in the event such damages are caused by County's negligence or willful misconduct.

e. Insurance and Indemnity. AHC shall comply with Sections 8, 9 and 10, below in the exercise of its rights under the Data Facilities License.

f. Non-interference. In exercising its rights under the Data Facilities License, AHC shall not unreasonably interfere with the use and enjoyment of the County Property by County or by lessees or other occupiers of the County Property.

8. **Insurance.** Each Party shall procure and pay the premium for commercial general liability insurance with limits of not less than Five Million and No/100 Dollars (\$5,000,000.00) with respect to each occurrence and not less than Five Million and No/100 Dollars (\$5,000,000.00) in the aggregate, to protect AHC and County against liability for such injury to persons and such damage within the AHC Property and the County Property and the activities of or on behalf of the Parties in or about the AHC Property and the County Property. The foregoing limits may be provided through a combination of primary and excess coverage. Prior to the commencement of any work on, or entry upon, the other Party's Property, each Party shall deliver to the other a certified copy of the policy of such insurance or a certificate evidencing: (a) the existence and amounts of the required insurance; (b) that the other Party is an additional insured on the policy; (c) that the policy may not be cancelled or subject to modification without thirty (30) days' prior written notice to the other Party; (d) that the policy is written on an occurrence basis (not a claims-made basis); and (e) that the policy is primary and non-contributory with any insurance carried by the other Party.

9. **Release and Waiver of Subrogation.** To the extent allowable under the laws governing the writing of insurance, the Parties release each other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured or required to be insured against under this Agreement, pursuant to insurance policies carried by the Parties which are in force and effect at the time of the loss or damage. The Parties shall each request their respective insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. This Section shall survive the termination of this Agreement.

10. **Indemnification.** Each Party shall indemnify, defend and hold the other harmless from and against all damages, losses, claims, suits or actions of any kind and nature whatsoever, including reasonable attorneys' fees (collectively, "**Claims**"), associated with damage to the other Party's Property or the injury to or death of any person resulting from or

alleged to have resulted from, directly or indirectly, the indemnifying Party's acts or omissions under this Agreement. Nothing in this Agreement will be construed to require a Party to indemnify or hold harmless the other Party from and against Claims arising out of any negligent or wrongful acts or omissions of the other Party.

11. Licenses Not Assignable. The Licenses are personal to AHC and the County and shall not be assigned. Any attempt to assign the Licenses by AHC or the County shall result in automatic termination of the Licenses. No legal title or leasehold interest in the AHC Property is created or vested in County by the grant of the Electrical Services License, and no legal title or leasehold interest in the County Property is created or vested in AHC by the grant of the Fire Riser License or the Data Facilities License. Notwithstanding the foregoing, this License may be assigned by either Party (a) as part of a reorganization of such Party's business structure, provided that no change of control occurs; or (b) in connection with a sale or other transfer of a Party's respective property upon the consent of the other Party, which consent shall not be unreasonably withheld.

12. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage prepaid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to AHC:

A.H. Belo Corporation
Attn: Daniel J. Blizzard, Secretary &
Assistant Treasurer
508 Young Street
Dallas, Texas 75202-4808
Telephone: (214) 977-7246

If to County:

County of Riverside
Attn: Vincent Yzaguirre
3403 10th Street, Suite 500
Riverside, California 92501
Telephone: (951) 955-9011

Notices shall be deemed effective upon receipt or rejection only.

13. Memorandum of Agreement. This Agreement shall not be recorded; however, concurrently with the execution of this Agreement, the Parties shall execute and record a Memorandum of Agreement in the Official Records of Riverside County in a form mutually acceptable to the Parties.

14. Attorneys' Fees. In the event of a suit by either Party against the other arising out of this Agreement, each Party shall bear its own expense and cost of suit, unless fees or costs are awarded by a court of competent jurisdiction.

15. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous negotiations, correspondence, or oral or written agreements between the Parties. No supplement, amendment, or modification of any provision of this Agreement shall be effective unless it is in writing and executed by both Parties.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall lie exclusively in the courts of the County of Riverside, California.

17. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, then such portion shall be deemed severed from this Agreement and the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purpose of this Agreement.

18. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties.

19. Successors and Assigns. Without limiting the effect of Section 12, above, this Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, heirs, administrators, and assigns.

20. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

21. Authority. Each individual executing this Agreement on behalf of a Party which is not a natural person represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year signed by the Board of Supervisors of the County of Riverside ("**Effective Date**").

"COUNTY":

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____
Supervisor John J. Benoit, Chairman

"AHC":

AHC CALIFORNIA PROPERTIES, LLC, a
Delaware limited liability company

By: _____
Printed: Daniel J. Blizzard
Its: Secretary and Assistant Treasurer

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: _____
Patricia Munroe
Deputy County Counsel

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached License Agreement to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the COUNTY OF RIVERSIDE consents to the recordation of a memorandum of such License Agreement by its duly authorized officer.

Date _____

COUNTY OF RIVERSIDE:

By: _____
Robert Field, Assistant County Executive
Officer/EDA

Exhibit E

Attachment 1

Workstations

Floor	Quantity	Part Number	Description
5	225	TS720WSP	Support plate, 20D
5	329	USSBR	Bracket-Side support
5	7	UEP24	Panel-End, On module application, 24D x 27H
5	11	TS72424SPW	Window-Single pane, 24H x 24W
5	1	TS72430SPW	Window-Single pane, 24H x 30W
5	8	TS72436SPW	Window-Single pane, 24H x 36W
5	1	TS72442SPW	Window-Single pane, 24H x 42W
5	111	TS71SSX	Receptacle-System ground, Line 1, 3+1
5	111	TS72SSX	Receptacle-System ground, Line 2, 3+1
5	10	TS724IPJS	Junction-In line, Stacking, 24H
5	7	TS724EPJS	Junction-End of run, Stacking, 24H
5	9	TS724LPJS	Junction-L, Stacking, 24H
5	2	TS724TPJS	Junction-T, Stacking, 24H
5	1	TS724CHS	Trim-Change of height, Oval, Slim profile, 24H
5	2	TS724CHS	Trim-Change of height, Oval, Slim profile, 24H
5	465	TS74224TF	Panel-Full tackable acoustical, Oval, 42H x 24W
5	68	SPCL 2451 WS	SPCL 24X51 WORKSURFACE (NOMINAL)
5	12	SPCL 2475 WS	SPCL 24X75 WORKSURFACE (NOMINAL)
5	116	TS73SSX	Receptacle-System ground, Line 3, 3+1
5	30	TS74230TF	Panel-Full tackable acoustical, Oval, 42H x 30W
5	2	UTR1636A	Worksurface-Transaction, Plastic edge, Laminate, Oval trim, Answer application, 15D x 29W
5	2	RATL1836F	Top, Square edge profile, Laminate, Flush steel front, 18D x 36W
5	1	US2436	Worksurface-Straight, Plastic edge, Laminate, 1/2 cord drop, 23 1/2D x 36W
5	1	US3036	Worksurface-Straight, Plastic edge, Laminate, 1/2 cord drop, 29 1/2D x 36W
5	45	TS74236TF	Panel-Full tackable acoustical, Oval, 42H x 36W
5	1	TS74236TF	Panel-Full tackable acoustical, Oval, 42H x 36W
5	95	TS745SX	Receptacle-System ground, Line 4, 3+1
5	447	TS742IPJ	Junction-In line, Oval, 42H
5	16	TS742XPJ	Junction-X, Oval, 42H
5	264	TS742EPJ	Junction-End of run, Oval, 42H
5	224	TS742LPJ	Junction-L, Oval, 42H
5	151	TS742TPJ	Junction-T, Oval, 42H
5	71	US2442	Worksurface-Straight, Plastic edge, Laminate, 1/2 cord drop, 23 1/2D x 42W
5	52	TS74242TF	Panel-Full tackable acoustical, Oval, 42H x 42W
5	3	TS72448SPW	Window-Single pane, 24H x 48W
5	123	US2448	Worksurface-Straight, Plastic edge, Laminate, 1/2 cord drop, 23 1/2D x 48W
5	127	TS74248TF	Panel-Full tackable acoustical, Oval, 42H x 48W
5	5	TS74248TF	Panel-Full tackable acoustical, Oval, 42H x 48W
5	2	TS74248TF	Panel-Full tackable acoustical, Oval, 42H x 48W

Exhibit E

Attachment 1

Workstations (continued)

Floor	Quantity	Part Number	Description
5	52	TS76BPX	Power infeed, 3+1, 6L in ft
5	24	US2460	Worksurface-Straight, Plastic edge, Laminated, 1/2 cord drop, 23 1/2D x 60W
5	1	US3060	Worksurface-Straight, Plastic edge, Laminated, 1/2 cord drop, 29 1/2D x 60W
5	4	TS74260TF	Panel-Full tackable acoustical, Oval, 42H x 60W
5	3	US2466	Worksurface-Straight, Plastic edge, Laminated, 1/2 cord drop, 23 1/2D x 66W
5	12	UPBC3066	Worksurface-Bullet peninsula, Plastic edge, Laminated, Curved, 30D x 65 1/2W
5	200	US2472	Worksurface-Straight, Plastic edge, Laminated, 1/2 cord drop, 23 1/2D x 72W
5	1	US3072	Worksurface-Straight, Plastic edge, Laminated, 1/2 cord drop, 29 1/2D x 72W
5	106	TS74272TF	Panel-Full tackable acoustical, Oval, 42H x 72W
5	12	ZAP	Adj. Column Support
5	21	RPF2427AF	Pedestal-Fixed, 2 box / 1 file, Flush steel front, 22 5/8D x 15W x 27H
5	13	TS5ACTRD	Center Drawer
5	165	WDPD	Pelican Center Drawer
5	226	RPF2427BF	Pedestal-Fixed, 2 file, Flush steel front, 22 5/8D x 15W x 27H
5	1	RLF18302F	Universal; Lateral file, 2 drawers, Flush steel front, 18D x 30W x 28H
5	187	MKC004	Keyboard Tray
5	4	RPXFTAKFP	Filler-Flush steel front pedestal, Technology / Answer / Kick application
5	24	475412M	Player; Chair-Leg base, Smooth arms, Glides
5	50	TS7WKSPT	Reinforcing channel, 57W
5	12	WS42	Slatwall, 42W x 12H
5	4	TS7SPL	LEG-SINGLE POST
5	12	WSWANS	Bracket-Slatwall, Answer application, 12H
5	186	46510100	465 CHAIR-PLASTIC BASE, STD UPH, ARMS, ASSEMBLED
5	56	TS7PK24X	Kit-Power, 3+1, 24W
5	16	TS7PK30X	Kit-Power, 3+1, 30W
5	11	TS7PK36X	Kit-Power, 3+1, 36W
5	25	TS7PK42X	Kit-Power, 3+1, 42W
5	79	TS7PK48X	Kit-Power, 3+1, 48W
5	5	TS7PK60X	Kit-Power, 3+1, 60W
5	68	TS7PK72X	Kit-Power, 3+1, 72W
5	18	TS7PT24X	Kit-Power, Pass through, 3+1, 24W
5	2	TS7PT30X	Kit-Power, Pass through, 3+1, 30W
5	5	TS7PT36X	Kit-Power, Pass through, 3+1, 36W
5	1	TS7PT42X	Kit-Power, Pass through, 3+1, 42W
5	1	TS7PT72X	Kit-Power, Pass through, 3+1, 72W
5	98	UCANT	Cantilever, On module application, 16W x 13D

Exhibit E Attachment 1

Other Office Furniture

Floor	Location	Desk	Overhead Bin	Chair	Chair	Table(s)	Credenza	Bookcase	Cabinet
5	Sr. Director Office	1	1	1	4				
5	Open Office	1	1	4					
5	LP Editor Office	1	1	1	6	1			
5	VP/Editor Office	1	1	1	6	1	1	2	
5	Digital Editor Office	1	1	1	2				2
5	Open Office	1	1	1	2				
5	Editorial Editor Office	1	1	1	2	1			
4	Open Office	1	1	1	2				
4	Corner Suite Lobby			9		1			
4	Open Office	1	1	1	2			1	
4	Open Office	1	1	1	2				
4	Open Corner Office	1	1	2		1			
4	Open Office	1	1	1	4	1			
1	Classified Office	1		1	1				
1	Cashier Area	4	5	8			1		1
1	Classified Office	1		1	2				

Conference and Training Rooms

Floor	Location	Chairs	Table(s)	Dimensions	Screen	Credenza	Bookcase	Projector	TV	Speakers
5	Murieta	14	1	15' x 4'				1		
5	San Jacinto	6	1	6' x 3'						
5	Lake Elsinore	7		71"x62.5" octagon						
5	Perris	3	1	42" round						
5	Temecula	22	8	2-7'x30" / 6-6'x30"	1	1				
5	Canyon Lake	12	1	149.5" x 48"		1				
5	Bistro				1					
4	Yucaipa	14	1	15'x4'						
4	Banning	4								
4	Beaumont	4					1			
4	Rialto	4	1	42" round		1				
4	Fontana									
4	San Bernardino		12	6' x 30"	1				1	
3	Palm Springs	22	8	2-7'x30" / 4-6'x30" / 2-5'x30"	1	2				
3	Indio				1					
2	UCR	12	1	12'x4'	1					
2	Jurupa	4	1	42" round						
2	Victoria									Yes
1	Orangecrest		2	1-42" round / 1-8'x42"	1			1	Yes - 51"	Yes
1	Arlington	10								

Exhibit E Attachment 1

Coffee Areas and Café

Floor	Location	Quantity	Description
5	Coffee Bar	1	Large Refrigerator
5	Coffee Bar	2	Microwave
4	Coffee Bar	1	Large Refrigerator
4	Coffee Bar	2	Microwave
3	Coffee Bar	1	Large Refrigerator
3	Coffee Bar	2	Microwave
2	Coffee Bar	1	Large Refrigerator
2	Coffee Bar	2	Microwave
2	Call Center Galley	1	Large Refrigerator
2	Call Center Galley	1	Microwave
1	Orangecrest Galley	1	Large Refrigerator
1	Orangecrest Galley	1	Microwave
1	Café	2	Microwave
1	Café	6	Tables
1	Café	20	Chairs
1	Café - Kitchen Prep	1	Cook N Hold Oven
1	Café - Kitchen Prep	1	Food Slicer
1	Café - Kitchen Prep	1	Refrigerated Display Case
1	Café - Kitchen Prep	1	Exhaust Hood
1	Café - Kitchen Prep	1	Conveyor Toaster
1	Café - Kitchen Prep	1	Ice Machine
1	Café - Kitchen Prep	1	Air Curtain
1	Café - Kitchen Prep	1	Fryer
1	Café - Kitchen Prep	1	Food Processor
1	Café - Kitchen Prep	5	Reach In Refrigerator
1	Café - Kitchen Prep	1	Refrigerator Equipment Stand
1	Café - Kitchen Prep	1	Refrigerated Sandwich Table
1	Café - Kitchen Prep	1	Undercounter Freezer
1	Café - Kitchen Prep	1	Beverage Merchandiser
1	Café - Kitchen Prep	1	Hot Food Well
1	Café - Kitchen Prep	1	Two Open Burner Hot Plate
1	Café - Kitchen Prep	1	Charbroiler
1	Café - Kitchen Prep	1	Countertop Griddle

Church Pews

Quantity	Description
24	Wooden Church Pews

Exhibit E Attachment 1

IDF Closets

Quantity	Description
ALL	Structured Station & Backbone Cabling
ALL	Racks
ALL	Patch Panels
ALL	UPS

Data Center

Quantity	Description
ALL	Fire Suppression
ALL	HVAC
ALL	Raised Floor & Ramp
4	APC Racks
ALL	Fiber

Access Control/CCTV

Quantity	Description
2	31" Security Monitors
2	Security PCs
19	Security Cameras
ALL	Fire Detection Equipment
ALL	Fire Suppression Equipment
ALL	Card Readers

Storage Rooms

Floor	Location	Quantity	Size	Description
5	Janitor Room	2	7'x145.5"x18"	5-tier shelf
4	Investigative Storage	1	85"x42.5"x18"	Tiered shelf
4	Investigative Storage	1	85"x108.5"x18"	Tiered shelf
4	Investigative Storage	1	85"x84.5"x18"	Tiered shelf
4	Investigative Storage	1	85"x66.5"x18"	Tiered shelf
4	News Archive			Floor Mounted Rolling High Density Storage
4	San Bernardino Room	1	7'x8'x24"	3-tier shelf
4	Janitor Room	2	7'x145.5"x18"	5-tier shelf
3	Janitor Room	2	7'x145.5"x18"	5-tier shelf
2	Finance/Circulation			Floor Mounted Rolling High Density Storage

Exhibit E
Attachment 1

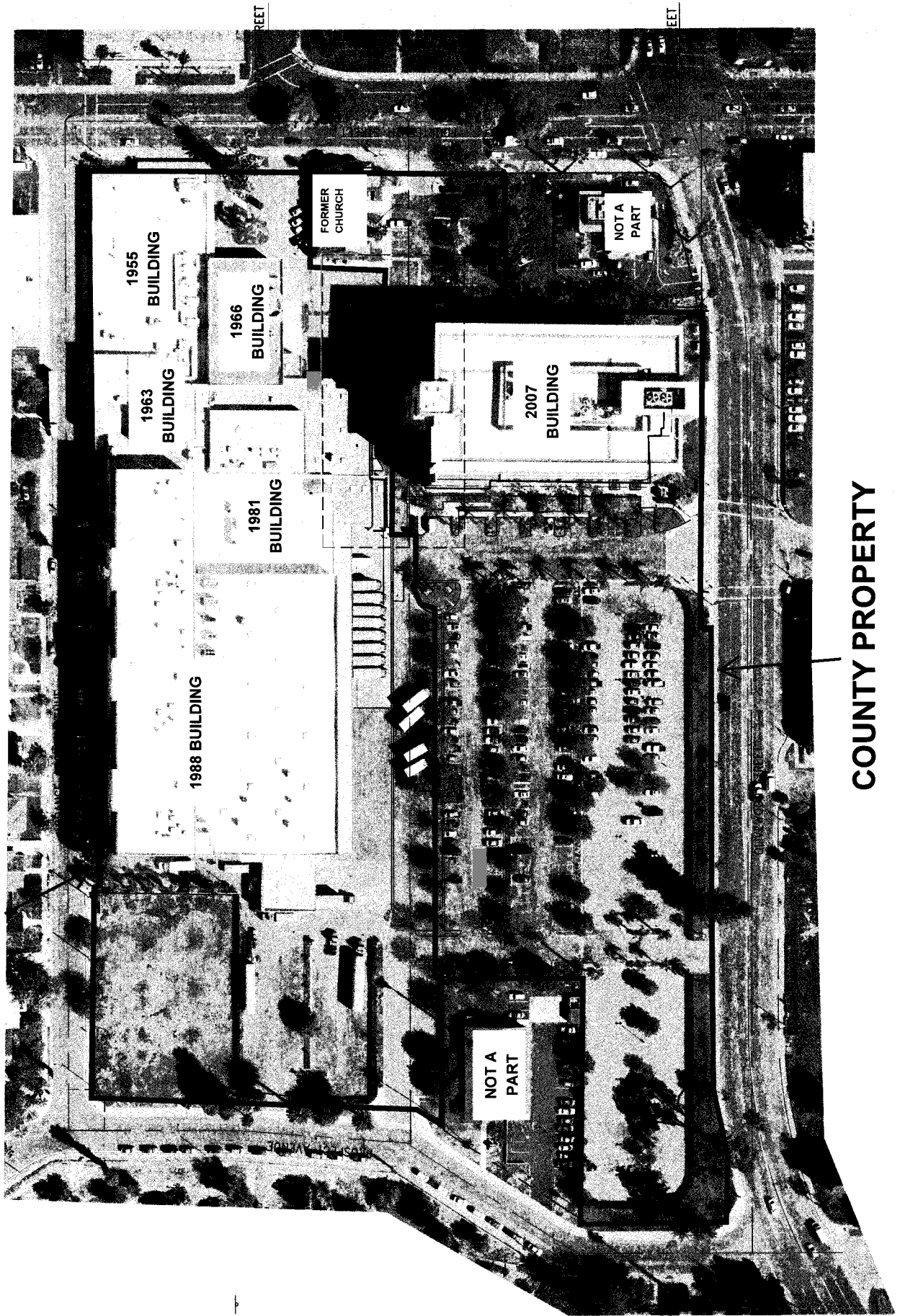
Storage Rooms (continued)

Floor	Location	Quantity	Size	Description
2	Janitor Room	2	7'x145.5"x18	5-tier shelf
1	Orangecrest Storage	2	7'x4'x18'	6-tier shelf
1	Office Services			Floor Mounted Rolling High Density Storage
1	Janitor Room	1	7'x73"x18"	5-tier shelf

Window Coverings

Floor	Description
5	100%
4	100%
3	100%
2	100%
1	100%

AHC PROPERTY



COUNTY PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF COUNTY PROPERTY

All that certain real property in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

That portion of Parcel 1 of Certificate of Compliance for a Waiver of Parcel Map for Lot Line Adjustment per document recorded March 17, 1989 as Instrument No. 083685 of Official Records of Riverside County, California, lying within Section 26, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the most northerly corner of said Parcel 1, said corner also being on a line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street, as shown on Record of Survey on file in Book 127 of Record of Surveys at Page 8 thereof, Records of Riverside County, California;

Thence South $61^{\circ}00'00''$ East along said parallel line, a distance of 210.08 feet to a point thereon, said point being the **TRUE POINT OF BEGINNING**;

Thence leaving said parallel line, South $29^{\circ}01'27''$ West, a distance of 93.50 feet;

Thence South $61^{\circ}00'00''$ East, a distance of 71.21 feet; Thence South $29^{\circ}01'27''$ West, a distance of 99.95 feet; Thence North $61^{\circ}06'57''$ West, a distance of 7.98 feet; Thence South $29^{\circ}01'27''$ West, a distance of 151.54 feet; Thence South $61^{\circ}06'57''$ East, a distance of 41.30 feet;

Thence South $29^{\circ}19'34''$ West, a distance of 50.69 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 4.75 feet, the radial line to said point bears North $00^{\circ}32'53''$ East;

Thence westerly and southwesterly along said curve, to the left, through a central angle of $70^{\circ}03'15''$, an arc distance of 5.81 feet;

Thence South $20^{\circ}29'38''$ West, a distance of 5.61 feet to the beginning of a tangent curve concave easterly, having a radius of 22.50 feet;

Thence southerly and southeasterly along said curve, to the left, through a central angle of $71^{\circ}14'15''$, an arc distance of 27.97 feet;

Thence South $29^{\circ}00'26''$ West, a distance of 353.50 feet to a point on the northwesterly prolongation of that certain course described as "North $61^{\circ}08'35''$ West, a distance of 132.13 feet" in the southeasterly boundary line of said Parcel 1;

Thence South $61^{\circ}09'20''$ East along said northwesterly prolongation, a distance of 8.73 feet to an angle point on said southeasterly boundary line of Parcel 1, said point also being the most northerly corner of Parcel 1 as described in Certificate of Compliance for a Waiver of Parcel Map for Lot Line Adjustment per document recorded March 17, 1989 as Instrument No. 083684 of Official Records of Riverside County, California;

Thence along the southerly boundary line, the southeasterly boundary line and the northeasterly boundary lines of said Parcel 1 of Instrument No. 083685 of Official Records, the following fourteen (14) bearings and distances:

- 1.) South 61°09'20" East, a distance of 131.94 feet;
- 2.) North 29°01'27" East, a distance of 334.50 feet;
- 3.) South 60°58'55" East, a distance of 117.99 feet;
- 4.) North 29°02'10" East, a distance of 257.07 feet to the beginning of a tangent curve concave northwesterly, having a radius of 396.00 feet;
- 5.) Northeasterly along said curve, to the left, through a central angle of 07°43'32", an arc distance of 53.39 feet;
- 6.) North 61°00'00" West, a distance of 184.27 feet;
- 7.) North 29°03'11" East, a distance of 133.21 feet to an angle point in said northeasterly boundary line of Parcel 1, said point also being in said line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street;
- 8.) North 61°00'00" West, a distance of 127.81 feet;
- 9.) North 29°00'00" East, a distance of 5.50 feet;
- 10.) North 61°00'00" West, a distance of 11.40 feet;
- 11.) South 29°00'00" West, a distance of 2.50 feet;
- 12.) North 61°00'00" West, a distance of 17.70 feet;
- 13.) South 29°00'00" West, a distance of 3.00 feet to an angle point in said northeasterly boundary line of Parcel 1, said point also being in said line parallel with and distant southwesterly 50.00 feet from the centerline of Fourteenth Street;
- 14.) North 61°00'00" West, a distance of 35.06 feet to the **TRUE POINT OF BEGINNING.**

End of Legal Description

EXHIBIT "C"

LEGAL DESCRIPTION OF AHC PROPERTY

All that certain real property in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

That portion of Parcel 1 of Certificate of Compliance for a Waiver of Parcel Map for Lot Line Adjustment per document recorded March 17, 1989 as Instrument No. 083685 of Official Records of Riverside County, California, together with portions of Lots 2 through 4, inclusive and Lot 10, in Block 2 of D.C. Twogood's Orange Grove Tract as shown by map on file in Book 7 of Maps at Page 42 thereof, Records of San Bernardino County, California, lying within Section 26, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

BEGINNING at the most northerly corner of said Parcel 1, said corner also being on a line parallel with and distant southwesterly 50.00 feet, measured at a right angle, from the centerline of Fourteenth Street, as shown on Record of Survey on file in Book 127 of Record of Surveys at Page 8 thereof, Records of Riverside County, California;

Thence South 61°00'00" East along the northeasterly line of said Parcel 1, a distance of 210.08 feet to a point thereon;

Thence leaving said parallel line, South 29°01'27" West, a distance of 93.50 feet;

Thence South 61°00'00" East, a distance of 71.21 feet;
Thence South 29°01'27" West, a distance of 99.95 feet;
Thence North 61°06'57" West, a distance of 7.98 feet;
Thence South 29°01'27" West, a distance of 151.54 feet;
Thence South 61°06'57" East, a distance of 41.30 feet;

Thence South 29°19'34" West, a distance of 50.69 feet to the beginning of a nontangent curve concave southeasterly, having a radius of 4.75 feet, the radial line to said point bears North 00°32'53" East;

Thence westerly and southwesterly along said curve, to the left, through a central angle of 70°03'15", an arc distance of 5.81 feet;

Thence South 20°29'38" West, a distance of 5.61 feet to the beginning of a tangent curve concave easterly, having a radius of 22.50 feet;

Thence southerly and southeasterly along said curve, to the left, through a central angle of 71°14'15", an arc distance of 27.97 feet;

Thence South 29°00'26" West, a distance of 353.50 feet to a point on the northwesterly prolongation of that certain course described as "North 61°08'35" West, a distance of 132.13 feet" in the southeasterly boundary line of said Parcel 1;

Thence South 61°09'20" East along said northwesterly prolongation, a distance of 8.73 feet to an angle point on said southeasterly boundary line of said Parcel 1, said point being the most northerly corner of Parcel 1 as described in that certain parcel of land described in Certificate of Compliance for a Waiver of Parcel Map for Lot Line Adjustment per document recorded March 17,

1989 as Instrument No. 083684 of Official Records of Riverside County, California;

Thence along the southeasterly, southerly and southwesterly boundary lines of said Parcel 1 of Instrument No. 083685 of Official Records, the following three (3) bearings and distances:

- 1.) South 29°01'27" West, a distance of 143.59 feet;
- 2.) North 28°00'18" West, a distance of 27.97 feet;
- 3.) North 54°18'28" West, a distance of 176.30 feet to a point on the southeasterly line of said Lot 10, said point also being an angle point in said southwesterly boundary line;

Thence leaving said southwesterly boundary line of Parcel 1 of Instrument No. 083685 of Official Records, South 28°57'33" West along said southeasterly line, a distance of 6.00 feet to a point on a line parallel with and distant northeasterly 33.00 feet, measured at a right angle, from the centerline of Prospect Avenue, as shown on said Record of Survey;

Thence North 60°55'57" West along said parallel line, a distance of 119.91 feet to a point thereon, said point being distant thereon southeasterly 11.97 feet from the intersection of said parallel line with a line parallel with and distant southeasterly 33.00 feet, measured at a right angle, from the centerline of Orange Grove Avenue, as shown by said Record of Survey;

Thence North 15°59'57" West, a distance of 16.95 feet a point on said line parallel with the centerline of Orange Grove Avenue, said point also being distant thereon northeasterly 11.97 feet from the intersection of said parallel lines;

Thence North 28°56'04" East along said line parallel with and distant 33.00 feet, measured at a right angle, from the centerline of Orange Grove Avenue and along the northwesterly boundary of said Parcel 1 of Instrument No. 083685 of Official Records, a distance of 565.08 feet to the most easterly corner of Parcel 1 of those certain parcels of land described in Grant Deed to the City of Riverside by document recorded September 18, 1981, as Instrument No. 176759 of Official Records of said Riverside County;

Thence North 61°03'58" West, along the northeasterly line of said Parcel 1 of Instrument No. 176759 of Official Records and continuing along said northwesterly boundary, a distance of

8.00 feet to the most northerly corner of said Parcel 1 of said Instrument No. 176759 of Official records;

Thence North 28°56'04" East, continuing along said northwesterly boundary, a distance of 314.96 feet to the **POINT OF BEGINNING**.

End of Legal Description

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



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
May 22, 2013

SUBJECT: Resolution No. 2013-113, Notice of Intention to Purchase Real Property, 3450 and 3478 14th Street, City of Riverside, California

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2013-113, Notice of Intention to Purchase Real Property known as Riverside County Assessor's Parcel Number 219-330-032, and adjacent parking areas situated on Assessor's Parcel Numbers 219-330-022 through 219-330-030; and
2. Authorize the Real Estate Division of the Economic Development Agency to negotiate the purchase of the office building for an estimated \$30,000,000 and to incur typical transaction costs including staff time, appraisal costs, title insurance, building condition audit, and other due diligence studies of the property at a cost not-to-exceed \$85,000; and

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 5/30/13
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 85,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Bond Financing

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Christopher M. Hans
Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after July 2, 2013 @ 9:00 a.m.

Ayes: Jeffries, Stone, Benoit and Ashley

Nays: None

Absent: Tavaglione

Date: June 4, 2013

FOR: Samuel Wong Auditor, COB

Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

3-18

Prev. Agn. Ref.: 3.27 of 3/3/09

District: 2/2

Agenda Number:

RECOMMENDED MOTION: (Continued)

3. Direct the Clerk of the Board to advertise in accordance with Section 6063 of the Government Code.

BACKGROUND:

On behalf of Riverside County Information Technology (RCIT) and the Executive Office, the Real Estate Division for the Economic Development Agency (EDA) pursued the purchase of a modern five story Class-A 140,000 square foot office building located in downtown Riverside subject to the necessary Board of Supervisor's approval. The property is located at 3450 and 3478 14th Street, Riverside (the "Press Enterprise Building"). The Press Enterprise Building was constructed in 2007 and, if acquired, will serve to consolidate and house RCIT and its collective staff. The consolidation move will provide efficiencies in location and substantial savings in operational and lease costs over the lifetime of the building. The Press Enterprise Building as built, is not sufficient to house the warehouse and the data center, so additional options are being investigated, including tenant improvements, or the lease or purchase of an additional building, consisting of approximately 20-30,000 square feet.

EDA issued a Request for Proposal in August of 2012, for the acquisition of an existing facility, or the acquisition of a build to suit facility to accommodate the needs of the RCIT Department. EDA held a Question and Answer Session for the RFP on August 27, 2012, and specified a deadline for responses to the RFP of September 27, 2012. On or before the deadline, EDA had received multiple responses to the Request for Proposal from area property owners and developers.

EDA conducted panel interviews of the respondents and, based upon the decision of the panel, recommended forwarding property acquisition documents to the Board of Supervisors for their review, consideration, and approval.

Justification for this new facility is as follows:

1. The new facility will provide space to consolidate the dispersed locations RCIT currently operates within: Mission Grove, Rivercrest Drive, and the downtown CAC 10th floor.
2. Both Mission Grove and Rivercrest Drive are leased facilities, with the Rivercrest Drive property rental increasing substantially due to its month to month tenancy. The savings in lease costs alone will cover most of the costs of the bonds to purchase the Press Enterprise Building.
3. A consolidated location for operations will provide much efficiency. RCIT staff spends a great deal of time traveling between locations for meetings, support, and maintenance.
4. The facility will allow for space to train County staff on new or upgraded systems.
5. The facility can incorporate new video services, which are included in the facility.

Operations being Consolidated by Location:

Rivercrest Drive, Riverside

- Network – Operations, Maintenance and Support
- Telephone – Operations, Maintenance and Support
- Data Center – Maintenance and Support
- Business Support Groups – Finance, HR, and Purchasing
- RCIT – Project Management Office
- Warehouse
- Fleet

(Continued)

BACKGROUND: (Continued)

Mission Grove Business Park, Riverside

- Data Center – Operations, Maintenance and Support
- Enterprise Solutions Support & Development (was OASIS)
- Enterprise Applications Support & Development – CRM, Web, etc.

Downtown CAC

- Data Center – Operations, Maintenance and Support
- County Technology Operations Center
- Help Desk & End-User Support
- Departmental Applications – Operations, Maintenance and Support
- GIS – Operations, Maintenance and Support
- Information Security Office

Other County Locations:

- Departmental Applications – Operations, Maintenance, Development and Support
- Data Center – Operations, Maintenance and Support

Number of Employees who will staff the new location:

- 450 employees will be located at the new facility
- Additional 150 staff will be co-located with the customers they support or in the field to support remote system locations.

As part of this potential acquisition the County will also acquire a contiguous and secondary building on the property of approximately 7,500 square feet located at 3478 14th Street, Riverside, with potential historic value and that can serve other County needs. The proposed purchase would serve to address the long-term needs and goals of both the County and RCIT to provide more efficient and effective services.

FINANCIAL DATA:

EDA/FM has already covered most of the costs for due diligence (appraisals, Phase I environmental report and preliminary title reports) and has been or will be reimbursed by Riverside County Information Technology.

Board of Supervisors

County of Riverside

Resolution No. 2013-113

Notice of Intention to Purchase Real Property

3450 & 3478 14th Street, City of Riverside, California

5.47+/- Acres of APN: 219-330-032 et. al.

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on June 4, 2013, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after July 2, 2013, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the County of Riverside will purchase certain real property located at 3450 14th Street and 3478 14th Street in the City of Riverside, County of Riverside, California, both situated on a portion of Assessor's Parcel Number 219-330-032, and adjacent parking areas situated on Assessor's Parcel Numbers 219-330-022 through 219-330-030, more particularly described as Parcel 2 in Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately 5.47+/- acre site at a purchase price not-to-exceed thirty million dollars (\$30,000,000).

BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately forty-five thousand dollars (\$45,000) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, an environmental survey and miscellaneous other studies as deemed necessary, plus miscellaneous escrow closing costs in the approximate amount of forty thousand dollars (\$40,000).

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

JF:ra/052013/088IT/15.840 S:\Real Property\TYPING\Docs-15.500 to 15.999\15.840.doc

FORM APPROVED COUNTY COUNSEL

DATE 5/28/13 BY: PATRICIA MUNROE

JUN 04 2013 3-18

Updated 08/2010

2 RESOLUTION NO. 2013 – 113

3 NOTICE OF INTENTION TO PURCHASE REAL PROPERTY
4 3450 & 3478 14TH STREET, CITY OF RIVERSIDE, CALIFORNIA
5 5.47 +/- ACRES OF APN: 219-330-032 ET. AL.

6 ADOPTED by Riverside County Board of Supervisors on June 4, 2013.

7 ROLL CALL:

8 Ayes: Jeffries, Stone, Benoit and Ashley
9 Nays: None
Absent: Tavaglione

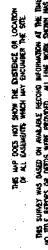
10
11
12 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
13 Supervisors on the date therein set forth.

14 KECIA HARPER-IHEM, Clerk of said Board

15 By: 
16 Deputy

17
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21
22
23 06.04.13 3-18
24
25

6/20/13 13:00:13 J:\my\com\13-081 Doc# 1717 Aug 4/23/2013 1:12 PM





OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

June 6, 2013

THE PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

FAX (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2013-113

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **3 consecutive Tuesdays: June 11, 18 and 25, 2013.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: mtinajero@pe.com on behalf of Master, PEC Legals <legalsmaster@pe.com>
Sent: Thursday, June 06, 2013 11:03 AM
To: Gil, Cecilia
Subject: Re: [Legals] FOR PUBLICATION: Res. 2013-113

Got it, June 11, 18 and 25 it is. The line broke after the 18th and the 25th was a couple of lines down so i didn't originally see it. Thanks for confirming!

Thank You!



Publisher of The Press-Enterprise
Inland Southern California's News Leader

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Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.

****Additional days required for larger ad sizes****

On Thu, Jun 6, 2013 at 10:36 AM, Gil, Cecilia <CCGIL@rcbos.org> wrote:

Maria,

Please make sure this is advertised on June 11, 18 and 25. Thank you ☺

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
[951-955-8464](tel:951-955-8464)

THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.

From: mtinajero@pe.com [mailto:mtinajero@pe.com] **On Behalf Of** Master, PEC Legals
Sent: Thursday, June 06, 2013 8:18 AM

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

RESOLUTION NO. 2013-113

Notice of Intention to Purchase Real Property
3450 & 3478 14th Street, City of Riverside, California
5.47+/- Acres of APN: 219-330-032 et. al.

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on June 4, 2013, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after July 2, 2013, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the County of Riverside will purchase certain real property located at 3450 14th Street and 3478 14th Street in the City of Riverside, County of Riverside, California, both situated on a portion of Assessor's Parcel Number 219-330-032, and adjacent parking areas situated on Assessor's Parcel Numbers 219-330-022 through 219-330-030, more particularly described as Parcel 2 in Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately 5.47+/- acre site at a purchase price not-to-exceed thirty million dollars (\$30,000,000).

BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately forty-five thousand dollars (\$45,000) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, an environmental survey and miscellaneous other studies as deemed necessary, plus miscellaneous escrow closing costs in the approximate amount of forty thousand dollars (\$40,000).

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

(INSERT EXHIBIT A)

ROLL CALL:

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on June 4, 2013.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: June 6, 2013

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

