

**SUBMITTAL TO THE BOARD OF DIRECTORS
FOR THE REGIONAL PARK AND OPEN-SPACE DISTRICT
RIVERSIDE COUNTY, STATE OF CALIFORNIA**




FROM: Supervisor Kevin Jeffries

SUBMITTAL DATE:
May 29, 2014

SUBJECT: Resolution No. 2014-6 Notice of Intention to Sell Fee Simple Interests in Real Property located in the City of Wildomar, County of Riverside, State of California, with Assessor's Parcel Numbers 362-150-026 and 362-150-025 to the Mt. San Jacinto Community College District, District 1/District 1

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt Resolution No. 2014-6, Notice of Intention to Sell Fee Simple Interests in Real Property located in the City of Wildomar, County of Riverside, State of California, with Assessor's Parcel Numbers 362-150-026 and 362-150-025 to the Mt. San Jacinto Community College District; and
2. Approve the Purchase and Sale Agreement and Joint Escrow Instructions between the Riverside County Regional Park and Open-Space District ("Park District") and the Mt. San Jacinto Community College District ("MSJCCD") with contingencies and authorize the Chairman of the Board to execute the same on behalf of the Park District; and
3. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.


 Kevin Jeffries
 Supervisor, First District

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2013/14	

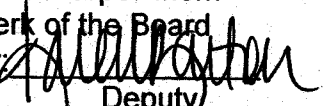
C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

On motion of Commissioner Benoit, seconded by Commissioner Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: June 3, 2014
 xc: Parks, COB... BW 1: SP

Kecia Harper-Ihem
 Clerk of the Board
 By 
 Deputy

Prev. Agn. Ref.: _____ District: 1/1 Agenda Number: _____ DISTRICT

13-3

Departmental Concurrence

- Positions Added
- Change Order
- A-30
- 4/5 Vote

SUBMITTAL TO THE BOARD OF DIRECTORS, FOR THE REGIONAL PARK AND OPEN-SPACE DISTRICT, RIVERSIDE COUNTY, STATE OF CALIFORNIA

FORM 11: Resolution No. 2014-6 Notice of Intention to Sell Fee Simple Interests in Real Property located in the City of Wildomar, County of Riverside, State of California, with Assessor's Parcel Numbers 362-150-026 and 362-150-025 to the Mt. San Jacinto Community College District, District 1/District 1.

DATE: May 29, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

Pursuant to California Public Resources Code Section 5540, a park and open-space district may grant or dispose of real property, or any interest thereof, within or without the district, necessary to the full exercise of its powers. A park and open-space district may dispose of and convey a real property interest without voter approval or legislative concurrence when such property has not been affirmatively dedicated for park or open-space purposes. In 1995, the Park District acquired and now desires to sell certain real property interests located in the City of Wildomar, County of Riverside, State of California, with Assessor's Parcel Number 362-150-026 and 362-150-025 ("Property"). This Property has not been dedicated for park or open-space purposes; therefore, the Park District may dispose of and convey this real property interest without voter approval or legislative concurrence.

The Park District desires to approve the PSA to provide the rights, responsibilities, terms and conditions for the proposed sale of the Property in the event that the parties desire to move forward with authorizing the sale and consummate the transaction. The PSA contains conditions and contingencies that the sale will not be authorized nor will escrow open on this transaction until certain contingencies have been met. In particular, the parties will have to perform and complete all due diligence activities, perform requisite activities pursuant to the California Environmental Quality Act and take all final actions before the proposed sale could be consummated. A future, subsequent action will need to be taken by the Park District for the authorization to sell the Property in order for final approval to take place.

If the sale is consummated, then the proceeds generated from the sale of this property will be allocated for Park District purposes including the possibility of future park development.

Impact on Citizens and Businesses

Since the MSJCCD, as the potential buyer, is a public agency, its use of the property will likely be for a public benefit such as a possible future regional educational campus in order to help fulfill the educational needs of the growing community and region of Riverside County if the sale is consummated.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

3
4 RESOLUTION NO. 2014-6

5 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL
6 PARK & OPEN-SPACE DISTRICT NOTICE OF INTENTION TO SELL FEE SIMPLE INTERESTS IN
7 REAL PROPERTY LOCATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE WITH
8 ASSESSOR'S PARCEL NUMBERS 362-150-026 AND 362-150-025
9 TO THE MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
10

11 WHEREAS, Pursuant to California Public Resources Code Section 5540, a park and open-space
12 district may grant or dispose of real property, or any interest thereof, within or without the district
13 boundaries, necessary to the full exercise of its powers; and

14 WHEREAS, a park and open-space district may dispose of and convey a real property interest
15 without voter approval or legislative concurrence when such property has not been affirmatively dedicated
16 for park or open-space purposes; and

17 WHEREAS, the Riverside County Regional Park and Open-Space District owns and desires to sell
18 certain real property fee simple interests described below that have not been affirmatively dedicated for
19 park and open-space purposes provided certain contingencies are met; now, therefore,

20 BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN that the
21 Board of Directors of the Riverside County Regional Park and Open-Space District intends to sell to the
22 following described real property: Certain real property fee simple interests of unimproved, vacant land
23 located in the City of Wildomar, County of Riverside, State of California, with Assessor's Parcel Numbers
24 362-150-026 AND 362-150-025 ("Property"), more particularly legally described and depicted in Exhibits
25 "A" and "B", attached hereto and made a part hereof, to the Mt. San Jacinto Community College District
26 provided certain contingencies are satisfied. The right and responsibilities for the parties are provided in
27 that certain Purchase and Sale Agreement between the Riverside County Regional Park and Open-Space
28 District and Mt. San Jacinto Community College District that the parties desire to enter into concurrently

1 with this Notice of Intention whereby certain contingencies must be satisfied before the sale of the Property
2 can be authorized and before escrow can open in order to consummate this transaction. For final approval
3 to occur, the Board of Directors will need to authorize the sale of this real property and the proposed
4 transaction at some date in the future.

5 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board is directed to
6 give notice hereof as provided in Section 6061 of the Government Code.

7
8 ROLL CALL:

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

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

14 KECIA HARPER-THEM, Clerk of said Board

15 By  _____
16 Deputy

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EXHIBIT A
LEGAL DESCRIPTION

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

The West half of the East half of Section 31, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the County of Riverside, State of California.

Excepting therefrom the Westerly 30.00 feet and the Southerly 55.00 feet;

Also excepting therefrom that portion lying Northerly of the Southerly line of that certain 79 foot wide road dedication, (also shown as La Estrella Street) as dedicated to the County of Riverside, a political subdivision, by document recorded January 31, 2001 as Instrument No. 2001-040429 of Official Records, Riverside County, California.

Also excepting therefrom that portion lying within TM30094, as shown by map on file in Book 339, Pages 29 through 34 of Maps, Records of Riverside County, California.

Assessor's Parcel Number: 362-150-025; 026

End of Legal Description

Exhibit B



APNs: 362-150-025 & 362-150-026



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 12, 2014

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 HEARING: RESOLUTION NO. 2014-6

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Monday: June 16, 2014**.

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

Your invoice must be submitted to this office, **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 12, 2014 9:09 AM
To: Gil, Cecilia
Subject: Re: [Legals] FOR PUBLICATION: Res. 2014-6

Received for publication on June 16. Proof with cost to follow.

Thank You!
Legal Advertising

Phone: 1-800-880-0345 / Fax: 951-368-9018 / E-mail: legals@pe.com

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 12, 2014 at 9:05 AM, Gil, Cecilia <CCGIL@rcbos.org> wrote:

Good morning! Attached is a Notice of Public Hearing, for publication on Monday, June 16, 2014. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant

Clerk of the Board

951-955-8464

MS# 1010

NOTICE OF INTENTION TO SELL FEE SIMPLE INTERESTS IN REAL PROPERTY LOCATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE

RESOLUTION NO. 2014-6

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT NOTICE OF INTENTION TO SELL FEE SIMPLE INTERESTS IN REAL PROPERTY LOCATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE WITH ASSESSOR'S PARCEL NUMBERS 362-150-026 AND 362-150-025 TO THE MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

WHEREAS, Pursuant to California Public Resources Code Section 5540, a park and open-space district may grant or dispose of real property, or any interest thereof, within or without the district boundaries, necessary to the full exercise of its powers; and

WHEREAS, a park and open-space district may dispose of and convey a real property interest without voter approval or legislative concurrence when such property has not been affirmatively dedicated for park or open-space purposes; and

WHEREAS, the Riverside County Regional Park and Open-Space District owns and desires to sell certain real property fee simple interests described below that have not been affirmatively dedicated for park and open-space purposes provided certain contingencies are met; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN that the Board of Directors of the Riverside County Regional Park and Open-Space District intends to sell to the following described real property: Certain real property fee simple interests of unimproved, vacant land located in the City of Wildomar, County of Riverside, State of California, with Assessor's Parcel Numbers 362-150-026 AND 362-150-025 ("Property"), more particularly legally described and depicted in Exhibits "A" and "B", attached hereto and made a part hereof, to the Mt. San Jacinto Community College District provided certain contingencies are satisfied. The right and responsibilities for the parties are provided in that certain Purchase and Sale Agreement between the Riverside County Regional Park and Open-Space District and Mt. San Jacinto Community College District that the parties desire to enter into concurrently with this Notice of Intention whereby certain contingencies must be satisfied before the sale of the Property can be authorized and before escrow can open in order to consummate this transaction. For final approval to occur, the Board of Directors will need to authorize the sale of this real property and the proposed transaction at some date in the future.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board is directed to give notice hereof as provided in Section 6061 of the Government Code.

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 3, 2014.

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

EXHIBIT A
LEGAL DESCRIPTION

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

The West half of the East half of Section 31, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the County of Riverside, State of California.

Excepting therefrom the Westerly 30.00 feet and the Southerly 55.00 feet;

Also excepting therefrom that portion lying Northerly of the Southerly line of that certain 79 foot wide road dedication, (also shown as La Estrella Street) as dedicated to the County of Riverside, a political subdivision, by document recorded January 31, 2001 as Instrument No. 2001-040429 of Official Records, Riverside County, California.

Also excepting therefrom that portion lying within TM30094, as shown by map on file in Book 339, Pages 29 through 34 of Maps, Records of Riverside County, California.

Assessor's Parcel Number: 362-150-025; 026

End of Legal Description

Exhibit B



APNs: 362-150-025 & 362-150-026

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
BY AND BETWEEN**

**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT,
a community college district duly organized and existing under the laws of the
State of California,
as Buyer**

AND

**THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT,
a park and open space district created pursuant to the California Public Resources
Code, Division 5, Chapter 3, Article 3,
as Seller**

**For Approximately 80.32 acres of vacant land
located in the City of Wildomar, Riverside County, California
Assessor's Parcel Numbers 362-150-026 and 362-150-025**

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2014, by and between THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3 ("Seller"), and MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California ("Buyer"). (Sometimes hereinafter collectively referred to as the "Parties".)

Recitals

- A. Buyer has offered to purchase that certain real property hereinafter described and referenced herein as the Property, from the owner thereof, Seller, through an escrow with the intent to close provided all the conditions and contingencies contained in Paragraph 7. have been satisfied; and
- B. Seller intends to accept Buyer's offer provided said conditions and contingencies have been satisfied and the Parties have not otherwise terminated the Agreement in writing and this transaction; and
- C. Seller's acceptance shall be evidenced by separate action of the Seller to authorize the sale of the Property.

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date**: For reference purposes, the Effective Date as used herein shall be the date on which this Agreement is executed by Buyer and Seller as listed on the signature page of this Agreement which shall commence the Due Diligence Period as defined in Paragraph 1.(h).

(b) **Property**: The Seller is the owner of certain real property located in the

1 City of Wildomar, California, and further described in Exhibit "A", attached hereto and made
2 part hereof. The real property consisting of vacant land, including all the privileges, rights,
3 easements appurtenant to the land, and all other structures, fences or improvements located
4 thereon and situated on approximately 80.32 acres. The Property is located north of Clinton
5 Keith Road and east of Salida Del Sol in the City of Wildomar, in Riverside County, California,
6 and is also identified by Assessor's Parcel Numbers 362-150-026 and 362-150-025.

7 (c) "Purchase Price": The Consideration for this transaction is Two Million Six
8 Hundred Thirty Thousand Dollars (\$2,630,000.00), with a Credit (as credit is defined in
9 Paragraph 1.(c-1)) of One Hundred Seventy Five Even Dollars (\$175,000.00) applied to the
10 Purchase Price. Thus, the Purchase Price remaining due and payable in accordance with the
11 terms of this Agreement is Two Million Four Hundred Fifty-Five Thousand Dollars
12 (\$2,455,000.00).

13 (c-1) "Credit": A credit in the amount of One Hundred Seventy-Five Thousand
14 dollars (\$175,000.00) shall be applied to the Purchase Price, said Credit amount reflects fifty
15 percent (50%) of deposits totaling Three Hundred Fifty Thousand Dollars (\$350,000.00)
16 previously paid by Buyer to Seller.

17 (d) "Escrow Holder": Lawyers Title and Escrow at the address set forth in
18 subparagraph (i) below. The escrow number is to be determined and will be assigned to an
19 Escrow Officer with Lawyers Title upon opening of Escrow.

20 (e) "Title Company": Lawyers Title at the address set forth in subparagraph (i)
21 below. The title order number is 613671034 and Peggy Jones is the Title Representative.

22 (f) "Closing" and "Close of Escrow": Terms used interchangeably in this
23 Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the
24 Grant Deed is recorded in the Official Records of the County of Riverside in the manner
25 provided herein.

26 (g) "Closing Date": The Closing Date shall be on or before November 8,
27 2017, unless otherwise agreed to in writing by both parties.

28 (h) "Due Diligence Period": The Due Diligence Period shall be for 36 months

1 commencing on the Effective Date and ending 36 months thereafter, but no later than the
2 Opening Date of Escrow occurs in accordance with the terms of this Agreement, unless
3 otherwise agreed to extend for a six (6) month period in writing by the Parties.

4 (i) "Notices": In the event either party desires or is required to give notice
5 to the other party in connection with this Agreement, the same shall be in writing and shall be
6 deemed to have been given when delivered in person, by recognized overnight courier service,
7 by confirmed facsimile transmission, or deposited with the United States Postal Service,
8 certified mail receipt requested, addressed to Buyer or Seller at the appropriate address as set
9 forth in subparagraph (i) below. All notices sent by mail will be deemed received three (3) days
10 after the date of mailing. "Notices" will be sent as follows:

11 Buyer:

With copy to:

12 Mt. San Jacinto Community College District
13 Attn: Dr. Roger Schultz, President
14 1499 N. State Street
15 San Jacinto, CA 92583
Telephone: 951.487.6752
Fax No.: 951.654.9712

Atkinson, Andelson, Loya, Ruud & Romo
Attn: John W. Dietrich
3450 Fourteenth St., Suite 420
Riverside, California 92501
Telephone: 951.683.1122
Fax No.: 951.683.1144

17 Seller:

With copy to:

18 Riverside County Regional Park and
19 Open-Space District
20 Attn: Scott Bangle
21 General Manager
22 4600 Crestmore Road
Jurupa Valley, CA 92509
Telephone: 951.955.4310
Fax No.: 951.955.4305

County of Riverside/Real Estate Division
Attn: Vincent Yzaguirre
3403 Tenth Street, #500
Riverside, California 92501
Telephone: 951.955.4820
Fax No.: 951.955.4837
Email: VYzaguirre@rivcoeda.org

24 Escrow Holder:

Title Company:

25 Lawyers Title, TBD
26 4100 Newport Place Dr., Suite 120
27 Newport Beach, CA 92660
949-724-3141
gukim@ltic.com

Lawyers Title, Peggy Jones
3480 Vine Street
Riverside, CA 92507
951-774-0825

1 (j) "Opening of Escrow": Opening of Escrow shall not occur until the end of
2 the Due Diligence Period in accordance with the terms and conditions set forth in Paragraph 4.

3 (k) Exhibits:

4 Exhibit "A" - Legal Description

5 Exhibit "B" - Grant Deed

6 2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in
7 this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the
8 Property from Seller, together with all easements, appurtenances thereto, and all
9 improvements and fixtures situated thereon.

10 3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:
11 Within thirty (30) days following the Opening Date of Escrow, as described in Paragraph 4,
12 below, Buyer shall deposit One Hundred Fifty Thousand Dollars (\$150,000.00) ("Initial
13 Deposit") into Escrow, said amount to be applied to the Purchase Price; however, the Initial
14 Deposit shall become non-refundable if, for any reason, Buyer fails to complete the transaction
15 by the Closing Date. Prior to the Close of Escrow, Buyer shall deposit any remaining amounts
16 due for the Purchase Price in an amount equal to the sum of the Purchase Price, plus a good
17 faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement with
18 Escrow Holder, in the form of a cashier's check or other immediately available funds. Escrow
19 Holder shall deposit said funds in an interest bearing account which shall be applied against
20 the Purchase Price at Closing and any overages paid by Buyer, including the interest, shall be
21 returned to Buyer at Close of Escrow.

22 4. **Escrow.** Buyer and Seller shall open an escrow (the "Escrow") with Escrow
23 Holder within ten (10) business days after all of the contingencies set forth in Subparagraph 7.1
24 have been satisfied, the conditions in Subparagraph 7.2 have occurred to the mutual
25 satisfaction of the Parties and by delivery to Escrow Holder of proof of such events and a duly
26 authorized and fully executed original or originally executed counterparts of this Agreement,
27 which date shall be the official Opening Date of Escrow referenced herein. Buyer and Seller
28 agree to execute any additional instructions reasonably required by the Escrow Holder. If there

1 is a conflict between any printed escrow instructions and this Agreement, the terms of this
2 Agreement shall govern.

3 **5. Deliveries to Escrow Holder.**

4 **5.1 By Seller.** Except as otherwise provided herein, on or prior to 1 p.m. on
5 the business day prior to the Closing Date, Seller will deliver or cause to be delivered to
6 Escrow Holder the following items:

7 (a) A Grant Deed ("**Grant Deed**"), substantially in the form attached to
8 this Agreement as Exhibit "B", duly executed and acknowledged by Seller and in recordable
9 form, conveying the Property to Buyer;

10 (b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA**
11 **Certificate**") and California Franchise Tax Board Form 590-RE, each executed by Seller;

12 (c) Proof of release of any and all liens, and payment of any and all
13 fees or special assessments against the Property, if applicable;

14 (d) An amount sufficient to satisfy any Escrow and Title costs or
15 expenses due by or charged to the Seller required in Paragraph 15.1 herein below;

16 (e) On the Opening Date of Escrow, a duly attested copy of the
17 approval of the Board of Directors Authorizing the sale of the Property and the duly executed
18 by the Seller of the Purchase and Sale Agreement and Joint Escrow Instructions.

19 **5.2 By Buyer.** Except as otherwise provided herein, on or prior to 1 p.m. on
20 the business day prior to the Closing Date, Buyer will deliver or cause to be delivered to
21 Escrow Holder the following items:

22 (a) The Purchase Price in accordance with Paragraph 3 above;

23 (b) An amount sufficient to satisfy any Escrow and Title costs and
24 expenses due by or charged to the Buyer required in Paragraph 15.2;

25 (c) The amount due Seller and any third parties, if any, after the
26 prorations are computed in accordance with Paragraph 16.3 below;

27 (d) A duly executed Public Agency Certificate of Acceptance;

28 (e) On the Opening Date of Escrow, a duly attested copy of the approval

1 of the Buyer's governing body for Authorization to Purchase and the duly executed by the Buyer
 2 the Purchase and Sale Agreement and Joint Escrow Instructions.

3 **5.3 By Buyer and Seller.** Buyer and Seller will each deposit such other
 4 instruments consistent with this Agreement as are reasonably required by Escrow Holder or
 5 otherwise required to close escrow. In addition, Seller and Buyer will designate the Title
 6 Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the
 7 Internal Revenue Code.

8 **6. Condition of Title.**

9 At the Close of Escrow, fee simple title to the Property will be conveyed to Buyer
 10 by Seller by Grant Deed, subject only to the following matters ("Permitted Exceptions"):

- 11 (a) A lien for local real property taxes and assessments not delinquent;
 12 (b) Matters affecting the condition of title to the Property created by or with the
 13 written consent of Buyer;
 14 (c) All applicable laws, ordinances, rules and regulations of any applicable
 15 governmental authority; and
 16 (d) Any matters that have been disclosed by an accurate survey or a
 17 reasonable physical inspection of the Property accepted by the Buyer in writing.

18 **7. Contingencies and Conditions.**

19 **7.1 Contingencies Prior to Opening Date of Escrow.** The following
 20 contingencies in the order of completion shall have been satisfied prior to the Opening Date of
 21 Escrow:

- 22 (a) The Buyer shall have taken all final actions necessary for the Buyer
 23 to comply with CEQA to support the purchase of the Property; and
 24 (b) The Buyer shall have taken final action by its governing body on all
 25 necessary approvals for the purchase of the Property; and
 26 (c) The Seller shall have taken all final actions on the necessary
 27 approvals for the disposition of the Property. Such final actions may include, but are not limited
 28 to the following: (i) completing requisite activities to comply with CEQA, (ii) all final action by its

1 governing body for authorizing the sale of the Property, and (iii) resolution or final adjudication of
2 any legal challenges, including such challenges based on CEQA.

3 (d) Until such time that the above contingencies have been satisfied, the
4 Parties are not bound hereby unless and until compliance with CEQA is completed and there is
5 no possibility of challenge pursuant to CEQA.

6 7.2 Conditions During the Due Diligence Period. Upon the Effective Date, the
7 Due Diligence Period shall commence. The following conditions must be satisfied not later than
8 the end of the Due Diligence Period or such other period of time as may be specified below:

9 (a) Title. Seller will obtain a report of title for the Property prepared by
10 the Title Company ("Preliminary Title Report" or "PTR") and referenced as Order Number
11 613671034, together with copies of the exceptions to Title described in the Preliminary Title
12 Report. Buyer shall have thirty (30) days after the Effective Date to review and/or disapprove
13 the PTR and/or any matters/exceptions in the PTR. In the event that Buyer objects to one or
14 more exceptions (collectively, the "Objectionable Exceptions"), as shown in the PTR, Seller will
15 have thirty (30) days after receipt of Buyer's objections to advise Buyer in writing that:

16 (i) Seller will remove any Objectionable Exceptions or obtain
17 appropriate endorsements to the title policy on or before the Closing Date; or

18 (ii) Seller will not cause one or more of the Objectionable
19 Exceptions to be removed. If Seller advises Buyer that it will not cause (or fails to timely advise
20 Buyer that it will cause) any Objectionable Exceptions to be removed, Buyer will have ten (10)
21 days to elect, as its sole remedy, to:

22 (1) Proceed with the purchase and acquire the Property,
23 subject to the Objectionable Exceptions without reduction in the Purchase Price; or

24 (2) Cancel the Transaction and this Agreement by written
25 notice to Seller, in which case any deposit except for the deposits referenced in Paragraphs
26 1.(c) and (c-1) herein, together with interest thereon, will be returned to Buyer and the
27 cancellation costs will be borne by Buyer.

28 (iii) If Seller commits to remove any of the Objectionable

1 Exception and fails to do so by the Closing Date, then Seller will be in default under this
2 Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue its
3 remedies as set forth herein and any remedies available to Buyer at law or in equity.

4 (iv) Upon the issuance of any amendment or supplement to the
5 Title Report that adds additional exceptions, or adds any new requirement, the foregoing right
6 of review and approval shall also apply to said amendment or supplement.

7 (b) Delivery of Information. Seller represents that Seller will deliver to
8 Buyer any and all of the existing original or true copies of the following documents ("Due
9 Diligence Materials") in possession of the Seller or that Seller has a duty to disclose within
10 thirty (30) days of the Effective Date: (i) all licenses, leases, and permits affecting or relating to
11 the ownership, subdivision, possession or development of the Property or the construction of
12 improvements thereon, and all amendments and modifications thereto; (ii) applications and
13 correspondence or other written communications to or from any governmental entity,
14 department or agency other than Buyer regarding any permit, approval, consent or
15 authorization with respect to the development of the Property or the construction of
16 improvements thereon; (iii) all surveys, if any, pertaining to the Property or any portion thereof;
17 and (iv) soils reports, engineering data, environmental reports, and other data or studies
18 pertaining to the Property or any portion thereof that have not been previously delivered to
19 Buyer. Seller shall provide any additional Due Diligence Materials to Buyer within five (5) days
20 of receipt or discovery by Seller. All items delivered by Seller to Buyer shall be to the best of
21 Seller's actual knowledge, true, correct, and complete copies of the items in Seller's
22 possession, and except as expressly set forth herein, Seller makes no warranty regarding the
23 contents of such items. If the Escrow shall fail to close for any reason, all such items in this
24 subsection (c), shall be immediately returned to Seller. Buyer shall have until the end of the
25 Due Diligence Period to review and approve or disapprove items in this Paragraph 7.2.

26 7.3 Conditions Precedent to Buyer's Obligation Prior to Close of Escrow.

27 (a) Title Insurance. As of the Close of Escrow, the Title Company will
28 issue, or have committed to issue, an CLTA Standard, Title Policy, or at Buyer's choice, an

1 ALTA extended coverage owner's policy of title insurance to Buyer with liability in the amount
2 of the Purchase Price, showing fee title to the property vested in the Buyer, subject only to the
3 Permitted Exceptions.

4 (b) Seller is not in material default of any term of this Agreement.

5 (c) All representations and warranties made by Seller in this
6 Agreement, to Sellers best knowledge are true and correct as of the Closing as though made at
7 that time.

8 (d) The disposition of the Property is in compliance with California
9 Environmental Quality Act (Public Resources Code section 21000, et seq.).

10 (e) The conditions set forth in Paragraph 7.3 are solely for the benefit of
11 Buyer and may be waived only by Buyer except where a condition is otherwise required by law.
12 At all times Buyer has the right to waive any condition. Such waiver or waivers must be in
13 writing to Seller and Escrow Holder.

14 (f) The Close of Escrow and Buyer's obligations with respect to this
15 transaction are subject to Seller's delivery to Escrow Holder, on or before the Closing Date, of
16 the items described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items
17 described in Paragraph 7.2.

18 7.4 Conditions Precedent to Seller's Obligations Prior to Close of Escrow. The
19 following shall be conditions precedent to Seller's obligation to consummate the purchase and
20 sale transaction contemplated herein:

21 (a) Buyer shall have delivered to Escrow Holder, prior to the Closing,
22 for disbursement as directed hereunder, an amount equal to the Purchase Price and any other
23 funds due in accordance with this Agreement;

24 (b) Buyer shall have delivered to Escrow Holder the items described in
25 Paragraphs 5.2 and 5.3, above;

26 (c) The disposition of the Property is in compliance with California
27 Environmental Quality Act (Public Resources Code section 21000, et seq.); and

28 (d) The conditions set forth in Paragraph 7.4 are solely for the benefit of

1 Seller and may be waived only by Seller except where a condition is otherwise required by law.
2 At all times Seller has the right to waive any condition. Such waiver or waivers must be in
3 writing to Buyer and Escrow Holder.

4 8. **Delivery of Property.** The consummation of this transaction is subject to the
5 Seller delivering the Property and compliance with applicable laws.

6 9. **Maintenance of Property.** Seller shall be responsible for the diligent
7 maintenance of the entire Property, and pay any and all expenses incurred in the maintenance
8 of the Property, until the Close of Escrow.

9 10. **Reserved.**

10 11. **Due Diligence by Buyer.**

11 11.1 Matters to Be Reviewed. Buyer shall have until end of the Due Diligence
12 Period to complete its due diligence investigation of the Property and to approve each of the
13 following matters (collectively, "Buyer's Investigations"):

14 (a) The physical condition of the Property, with respect to hazardous
15 and toxic materials, if any, and in compliance with all applicable laws, including any laws
16 relating to hazardous and toxic materials;

17 (b) All applicable government ordinances, rules and regulations of
18 Seller's compliance therewith, including, but not limited to, zoning and building regulations; and

19 (c) All licenses, permits and other governmental approvals relating to
20 the Property, which shall remain in effect after the Close of Escrow.

21 11.2 Due Diligence Requirements.

22 (a) Buyer and its representatives, agents, engineers, consultants,
23 contractors, and designees (collectively, "Buyer's Agents") shall have the right to enter onto the
24 Property at any time from and after the Effective Date of this Agreement through and including
25 the end of the Due Diligence Period for purposes of examining, inspecting and investigating the
26 Property including the site, soil subsurface soils, drainage, seismic and other geological and
27 topographical matters, toxic substances, hazardous materials or wastes, if any, and, at Buyer's
28 sole discretion, determining whether the Property is acceptable to Buyer. Buyer shall have the

1 right to conduct a visual inspection of the Property without prior notice. Buyer shall have no
2 right to conduct any physical testing, boring, sampling or removal (collectively, "Physical
3 Testing") of any portion of the Property without providing two (2) business days advance written
4 notice to Seller. Seller shall have the right to accompany Buyer, or its representatives, for the
5 Physical Testing if Seller desires to accompany for such Physical Testing.

6 (b) At least forty-eight (48) hours prior to any entry unto the Property by
7 Buyer's Agents for the purpose of conducting Buyer's Investigations, Buyer shall provide Seller
8 with sufficient evidence to show that Buyer's Agents who are to enter upon the Property are
9 adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller
10 insuring Buyer and Seller against any and all liability arising out of the entry and activities of
11 Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the
12 Property arising therefrom, with coverage in the amount of not less than One Million Dollars
13 (\$1,000,000) per occurrence.

14 (c) Buyer shall, at its sole cost and expense, comply with all applicable
15 federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting
16 Buyer's Investigations and any Physical Testing relating thereto.

17 (d) Buyer shall, at its sole cost and expense, clean up, restore and
18 repair the Property and any other portion of the Property altered in any manner by Buyer or
19 Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that such portion of the
20 Property or the Property shall be returned to the same condition that existed prior to Buyer's or
21 Buyer's Agents' entry thereon.

22 (e) Buyer shall provide to Seller, upon Seller's written request, with a
23 copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover,
24 obtain or generate in connection with or resulting from Buyer's Investigations and/or Physical
25 Testing under this Section 11.2.

26 11.3 Indemnification. Buyer hereby agrees to protect, indemnify, defend and
27 hold harmless Seller, its directors, officers, Board of Directors, elected and appointed officials,
28 employees, agents and representatives, from and against any and all losses, liabilities, claims,

1 liens, stop notices, actions, obligations, damages and/or expenses caused by reason of
2 Buyer's or Buyer's Agent's entries into the Property prior to the Close of Escrow pursuant to the
3 foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of
4 Buyer. This Section 11.3 shall survive the Closing or termination of this Agreement.

5 **12. Final Inspection of Property.** Buyer shall be entitled to inspect and approve or
6 disapprove the Property condition prior to end of the Due Diligence Period to determine that the
7 Property is in a condition in accordance with the terms of this Agreement and that is
8 satisfactory to the sole determination of the Buyer.

9 **13. Right to Terminate Transaction.** Buyer shall have the absolute right to
10 terminate this transaction if Buyer determines at any time up to the end of the Due Diligence
11 Period, in its sole discretion, that the Property is not satisfactory or Escrow is not closed on or
12 before the Closing Date, due to no fault of the Buyer. Seller shall have the right to terminate
13 this transaction in the event that Escrow is not closed on or before the Closing Date, due to no
14 fault of the Seller.

15 **14. Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to
16 issue to Buyer an ALTA standard coverage owner's policy, in an amount equal to the Purchase
17 Price showing fee title to the Property vested in Buyer, subject only to the Permitted Exceptions
18 ("Title Policy") and the standard printed exceptions and conditions in the policy of title
19 insurance. Notwithstanding the foregoing, Buyer shall be responsible for paying all costs,
20 including, without limitation, any additional premium cost and the cost of a survey, necessary to
21 obtain an ALTA policy rather than a CLTA standard coverage owner's title insurance policy.

22 **15. Escrow and Title Cost and Expenses.**

23 **15.1 Seller shall pay or be charged:**

- 24 a. One-half share of Escrow fees and costs;
25 b. Seller's share of prorations;
26 c. Cost of a CLTA standard coverage policy.

27 **15.2 Buyer shall pay or be charged:**

- 28 a. One-half share of Escrow fees and costs;

1 **17.4 Delivery of Documents to Buyer and Seller.** Deliver to Buyer the FIRPTA
2 Certificate and any other documents (or copies thereof) deposited into Escrow by Seller.
3 Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

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

7 **18.1** Each party has the legal power, right and authority to enter into this
8 Agreement and the instruments referenced herein, to perform its obligations under and to
9 consummate the transaction contemplated by this Agreement.

10 **18.2** At Close of Escrow, all requisite action (corporate, trust, partnership or
11 otherwise) has been taken by each party in connection with the entering into of this Agreement,
12 the instruments referenced herein and the consummation of this transaction. No further
13 consent of any partner, shareholder, creditor, investor, judicial or administrative body,
14 governmental authority or other party is required.

15 **18.3** The individuals executing this Agreement and the instruments referenced
16 herein on behalf of each party and the partners, officers or trustees of each party, if any, have
17 the legal power, right, and actual authority to bind each party to the terms and conditions of
18 those documents.

19 **18.4** This Agreement and all other documents required to close this transaction
20 are and will be valid, legally binding obligations of and enforceable against each party in
21 accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization,
22 moratorium laws or similar laws or equitable principles affecting or limiting the rights of
23 contracting parties generally.

24 **18.5** At Closing, Seller shall convey the Property to Buyer with clear and
25 marketable title, free and clear of any and all liens, encumbrances, easements, restrictions,
26 rights and conditions of any kind whatsoever, except those which are approved or not objected
27 to by Buyer in accordance with Section 7 above.

28 **18.6** To the best of Seller's actual knowledge, Seller represents that it has not

1 received any notices nor has any knowledge of any violation of any laws, ordinances, rules,
2 regulations or requirements of any governmental agency, body or subdivision affecting or
3 relating to the Property.

4 18.7 There are no leases, rights of first refusal, or other agreements relating to the
5 right of possession and/or occupancy of the Property by any person or entity, except for matters
6 of record approved by Buyer pursuant to this Agreement.

7 18.8 Seller is not aware that the Property, or Seller, are in violation of any
8 applicable Federal, State or local statute, ordinance, order, requirement, law, or regulation
9 materially adversely affecting the Property or construction of any improvement thereon. Seller
10 has received no notice of any such violation of applicable law.

11 If Seller becomes aware of any act or circumstance which would change or render
12 incorrect, in whole or in part, any representation or warranty made by Seller hereunder, whether
13 as of the Effective Date or any time thereafter through the Closing Date, Seller will give
14 immediate written notice of such changed fact or circumstance to Buyer, but such notice shall
15 not release Seller of any liabilities or obligations with respect thereto.

16 **19. Indemnification.**

17 19.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold
18 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,
19 expenses, including reasonable attorney's fees and costs, damages and losses, cause or
20 causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation
21 or breach of warranty or covenant by Seller in this Agreement.

22 19.2 Indemnification By Buyer. Subject to the provisions set forth below in
23 Paragraph 19.3, Buyer agrees to indemnify, defend and hold harmless Seller, its Agencies,
24 Divisions and Departments, their respective directors, officers, Board of Directors, elected and
25 appointed officials, employees, agents and representatives, for, from and against any and all
26 claims, actions, proceedings, demands, liabilities, costs, expenses, including reasonable
27 attorney's fees and costs, damages and losses, cause or causes or action and suit or suits
28 ("Claims"), 1) arising out of any misrepresentation or breach of warranty or covenant by Buyer

1 in this Agreement; and 2) arising from or to attack, set aside, void, or annul any approvals of
2 the Seller, its advisory agencies, or legislative body concerning the disposition of this Property,
3 including CEQA compliance. Prior to any payment or reimbursement by Buyer for eligible
4 expenses incurred by Seller pursuant to this Section 19.2, Seller must provide Buyer with
5 backup documentation, in a form agreed upon by the parties, evidencing such expenses by
6 Seller.

7 19.3 Notwithstanding Buyer's indemnification obligations set forth in Paragraph
8 19.2, in the event that any Claims arise that trigger the Buyer's obligation to defend and
9 indemnify the Seller, the following limitations shall apply: 1) For any amounts collectively up to a
10 total of Three Hundred Fifty Thousand Dollars (\$350,000.00), Buyer and Seller agree to pay
11 equal shares in amounts due for such Claims up to an amount of One Hundred Seventy Five
12 Thousand Dollars (\$175,000.00) each for a fifty percent (50%) cost share or matching funds
13 agreement; and 2) In addition, for any amounts over the aforementioned \$350,000 amount,
14 Buyer shall pay one hundred percent (100%) of the Claims to satisfy Buyer's indemnification
15 obligation.

16 20. **Hazardous Substances.**

17 20.1 Definitions. For the purpose of this Agreement, the following terms have
18 the following meanings:

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

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

27 (c) "Environmental Audit" means an environmental audit, review or
28 testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer

1 to conduct such study.

2 **20.2 Seller's Representations and Warranties.** As of the date of this Agreement,
3 to the best of Seller's actual knowledge:

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

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

11 (c) No claims have been made by any third party relating to any
12 Hazardous Substances on or within the Property; and,

13 (d) There have been no disposal of Hazardous Substances or
14 accidental spills, which may have contaminated the Property. There has been no on-site bulk
15 storage of vehicle fuels or waste oils.

16 **20.3 Notices Regarding Hazardous Substances.** During the term of this
17 Agreement, Seller will promptly notify Buyer if it obtains notice that the Property may be subject
18 to any threatened or pending investigation by any governmental agency under any law,
19 regulation or ordinance pertaining to any Hazardous Substance on or within the Property.

20 **20.4 Environmental Audit.** Buyer may, at its sole cost and expense, perform an
21 Environmental Audit prior to the end of the Due Diligence Period, and may terminate this
22 transaction if Buyer identifies environmental issues that in its sole and subjective judgment
23 would preclude the Buyer from continuing with this transaction, as follows:

24 (a) The Environmental Audit shall be conducted pursuant to standard
25 quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business
26 day's prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy
27 of Buyer's work plan to Seller for Seller's reasonable approval;

28 (b) Any groundwater, soil or other samples taken from the Property will

1 be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable
2 laws. Buyer shall promptly restore the Property to the condition in which it was found
3 immediately prior to Buyer's Environmental Audit; and,

4 (c) Buyer hereby agrees to protect, indemnify, defend and hold
5 harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,
6 actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's,
7 employee's or independent contractor's) entries into the Property prior to the Close of Escrow
8 pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the
9 activities of Buyer.

10 **21. Miscellaneous.**

11 **21.1 Counterparts.** This Agreement may be executed in any number of
12 counterparts, each of which shall be effective only upon delivery and thereafter shall be
13 deemed an original, and all of which shall be taken to be one and the same instrument, for the
14 same effect as if all parties hereto had signed the same signature page. Any signature page of
15 this Agreement may be detached from any counterpart of this Agreement without impairing the
16 legal effect of any signatures thereon and may be attached to another counterpart of this
17 Agreement identical in form hereto but having attached to it one or more additional signature
18 pages.

19 **21.2 Partial Invalidity.** If any term or provision of this Agreement shall be
20 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not
21 be affected thereby and each remaining term and provision of this Agreement will be valid and
22 be enforced to the fullest extent permitted by law.

23 **21.3 Waivers.** No waiver of any breach of any covenant or provision contained
24 herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other
25 covenant or other provision contained herein. No extension of time for performance or any
26 obligation or act will be deemed an extension of the time for performance of any other
27 obligation or act except those of the waiving party, which will be extended by a period of time
28 equal to the period of the delay.

1 **21.4 Successors and Assigns.** Neither party shall transfer or assign its rights or
2 responsibilities under this Agreement without the express written consent of the other party.

3 **21.5 Entire Agreement.** This Agreement (including all exhibits attached hereto)
4 constitutes the entire contract between the parties hereto respecting the subject matter set forth
5 herein, and expressly supersedes and replaces all previous or contemporaneous agreements,
6 understandings, representations, or statements between the parties respecting said subject
7 matter (whether oral or in writing), including, but not limited to, any option agreements or
8 amendments thereto. No person is authorized to make, and by execution hereof Seller and
9 Buyer acknowledge that no person has made any representation, warranty, guaranty or promise
10 except as set forth herein; and no agreement, statement, representation or promise made by
11 any such person that is not contained herein shall be valid or binding on Seller or Buyer. This
12 Agreement shall not be modified except by an instrument in writing signed by the both parties.

13 **21.6 Time of Essence.** Seller and Buyer hereby acknowledge and agree that
14 time is strictly of the essence with respect to each and every term, condition, obligation and
15 provision hereof.

16 **21.7 Governing Law.** The parties hereto expressly agree that this Agreement
17 will be governed by, interpreted under, and construed and enforced in accordance with the
18 laws of the State of California in which the Property is located. Venue for any proceeding
19 related to this Agreement shall be in the County of Riverside.

20 **21.8 No Recordation.** No memorandum or other document relating to this
21 Agreement shall be recorded without the prior written consent of Seller and Buyer.

22 **21.9 Survival.** Buyer and Seller indemnification obligations expressly set forth
23 in this Agreement and any other provisions of this Agreement, which by its terms expressly
24 survive the Close of Escrow or require performance by either party after the Close of Escrow,
25 shall survive the Close of Escrow and expire five (5) years thereafter. Except as provided
26 above, upon completion of the Close of Escrow all other liabilities and obligations of Buyer and
27 Seller hereunder shall terminate.

28 **21.10 Brokers.** Seller and Buyer each represent and warrant to one another that

1 such party has not engaged any broker or finder with respect to this Agreement or the
2 transactions contemplated herein. The provisions of this Section 21.10 shall survive Closing
3 hereunder or earlier termination of this Agreement.

4 21.11 Exhibits. Each exhibit attached hereto is incorporated herein by this
5 reference and as set forth in this Agreement.

6 21.12 Attorneys' Fees. If any legal action is necessary by a Party not in default of
7 the Agreement to enforce any of the terms or conditions of this Agreement against the Party
8 alleged to be in default of this Agreement, each party shall bear their own attorneys' fees,
9 except as otherwise provided herein this Agreement. Buyer shall bear the reasonable costs and
10 attorneys' fees in the event that an action is brought against Seller or Buyer for any approvals by
11 either of the Parties associated with the disposition of this Property, subject to the terms and
12 conditions set forth in Section 19.3 above.

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[Signature Provisions on Following Page]

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1 THIS AGREEMENT WILL BE NULL AND VOID IF NOT APPROVED AND EXECUTED
2 BY Board of Trustees of MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT and the Board
3 of Directors of the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT.

4 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
5 date and year set forth below.

6
7 Date: 6/12/14 [DATE TO BE COMPLETED BY LAST EXECUTING PARTY]
8

9 **BUYER:**
10 MT. SAN JACINTO COMMUNITY
11 COLLEGE DISTRICT

11 By: [Signature]
12 Dr. Roger Schultz
13 President

13 By: [Signature]
14 Clerk of the Board of Trustees

SELLER:
THE RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT

By: [Signature]
Kevin Jeffries, Chairman
Board of Directors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

16 **APPROVED AS TO FORM:**

17 By: [Signature]
18 John W. Dietrich
19 Atkinson, Andelson, Loya, Ruud &
20 Romo
21 Attorneys for Mt. San Jacinto
22 Community College District

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: [Signature]
Synthia M. Gunzel
Deputy County Counsel

**EXHIBIT "A"
LEGAL DESCRIPTION**

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

The West half of the East half of Section 31, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the County of Riverside, State of California.

Excepting therefrom the Westerly 30.00 feet and the Southerly 55.00 feet;

Also excepting therefrom that portion lying Northerly of the Southerly line of that certain 79 foot wide road dedication, (also shown as La Estrella Street) as dedicated to the County of Riverside, a political subdivision, by document recorded January 31, 2001 as Instrument No. 2001-040429 of Official Records, Riverside County, California.

Also excepting therefrom that portion lying within tm 30094, as shown by map on file in Book 339, Pages 29 through 34 of Maps, Records of Riverside County, California.

Assessor's Parcel Number: 362-150-025; 026

End of Legal Description

EXHIBIT "B"

Recorded at request of and return to:

Mt. San Jacinto Community
College District
Attn: Dr. Roger Schultz
1499 N. State Street
San Jacinto, CA 92583

With a Conformed Copy to:

Riverside County Regional
Park and Open-Space District
Attn: Scott Bangle, General Manager
4600 Crestmore Road
Jurupa Valley, CA 92509

FREE RECORDING

This instrument is for the benefit of
the Mt. San Jacinto Community
College District and is entitled to be
recorded without fee.
(Govt. Code 6103)

JRFra/

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

APN: 362-150-026 and 362-150-025

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("Grantor") GRANTS to the MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California ("Grantee") the real property in the City of Wildomar, County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
and made part hereof

Dated: _____

GRANTOR:
RIVERSIDE COUNTY REGIONAL PARK &
OPEN-SPACE DISTRICT

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Kevin Jeffries, Chairman

By: _____
Deputy

**EXHIBIT "A"
LEGAL DESCRIPTION**

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Also excepting therefrom that portion lying Northerly of the Southerly line of that certain 79 foot wide road dedication, (also shown as La Estrella Street) as dedicated to the County of Riverside, a political subdivision, by document recorded January 31, 2001 as Instrument No. 2001-040429 of Official Records, Riverside County, California.

Also excepting therefrom that portion lying within TM30094, as shown by map on file in Book 339, Pages 29 through 34 of Maps, Records of Riverside County, California.

Assessor's Parcel Number: 362-150-025; 026

End of Legal Description

THE PRESS-ENTERPRISE **PE.com**

10	11	12	13	14	15	16	17	18	19	20
DATE	REFERENCE NUMBER	DESCRIPTION - OTHER COMMENTS/CHARGES	PRODUCT/ZONE	SIZE	BILLED UNITS	TIMES RUN	RATE	GROSS AMOUNT	NET AMOUNT	

06/16/2014	I09920619-06162014	NOTICE OF INTENTION TO SELL FEE :	Press-Enterprise	2 x 127 LI	254	1	1.45	368.30	368.30
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Order Placed by:

*1st District
 13-3 of 06/03/14*

RECEIVED RIVERSIDE COUNTY
 CLERK / BOARD OF SUPERVISORS
 2014 JUL 28 PM 2:35

Legal Advertising Invoice

BALANCE
 \$368.30

SALES CONTACT INFORMATION		ADVERTISER INFORMATION			
1	25	6	7	2	ADVERTISER/CLIENT NAME
BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER			
Maria Tinajero 951-368-9225	06/16/2014 - 06/16/2014	1100141323	1100141323		BOARD OF SUPERVISORS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

THE PRESS-ENTERPRISE **PE.com**

Legal Advertising Invoice

ADVERTISER/CLIENT NAME		
BOARD OF SUPERVISORS		
1	8	7
BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
06/16/2014 - 06/16/2014	1100141323	1100141323
23	24	3
BALANCE	INVOICE NUMBER	TERMS OF PAYMENT
\$368.30	I09920619-06162014	DUE UPON RECEIPT

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS

BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE
 P.O. BOX 1147
 RIVERSIDE, CA 92502

The Press-Enterprise
 POST OFFICE BOX 12009
 RIVERSIDE, CA 92502-2209

13-3D

THE PRESS-ENTERPRISE

Ad Copy:

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

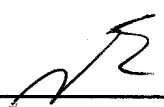
Ad Desc.: /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, under date of February 4, 2013, Case Number RIC 1215735, under date of July 25, 2013, Case Number RIC 1305730, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates,

06/16/2014

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: June 16, 2014
At: Riverside, California



BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
P.O. BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0009920619-01

P.O. Number:

NOTICE OF INTENTION TO SELL FEE SIMPLE INTERESTS IN REAL PROPERTY LOCATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE

RESOLUTION NO. 2014-6

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT NOTICE OF INTENTION TO SELL FEE SIMPLE INTERESTS IN REAL PROPERTY LOCATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE WITH ASSESSOR'S PARCEL NUMBERS 362-150-026 AND 362-150-025 TO THE MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

WHEREAS, Pursuant to California Public Resources Code Section 5540, a park and open-space district may grant or dispose of real property, or any interest thereof, within or without the district boundaries, necessary to the full exercise of its powers; and

WHEREAS, a park and open-space district may dispose of and convey a real property interest without voter approval or legislative concurrence when such property has not been affirmatively dedicated for park or open-space purposes; and

WHEREAS, the Riverside County Regional Park and Open-Space District owns and desires to sell certain real property fee simple interests described below that have not been affirmatively dedicated for park and open-space purposes provided certain contingencies are met; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN that the Board of Directors of the Riverside County Regional Park and Open-Space District intends to sell to the following described real property: Certain real property fee simple interests of unimproved, vacant land located in the City of Wildomar, County of Riverside, State of California, with Assessor's Parcel Numbers 362-150-026 AND 362-150-025 ("Property"), more particularly legally described and depicted in Exhibits "A" and "B", attached hereto and made a part hereof, to the Mt. San Jacinto Community College District provided certain contingencies are satisfied. The right and responsibilities for the parties are provided in that certain Purchase and Sale Agreement between the Riverside County Regional Park and Open-Space District and Mt. San Jacinto Community College District that the parties desire to enter into concurrently with this Notice of Intention whereby certain contingencies must be satisfied before the sale of the Property can be authorized and before escrow can open in order to consummate this transaction. For final approval to occur, the Board of Directors will need to authorize the sale of this real property and the proposed transaction at some date in the future.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board is directed to give notice hereof as provided in Section 6061 of the Government Code.

**EXHIBIT A
LEGAL DESCRIPTION**

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

The West half of the East half of Section 31, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the County of Riverside, State of California.

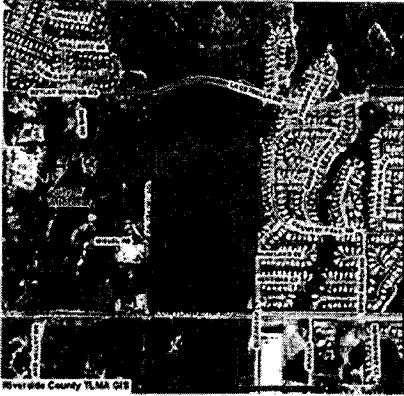
Excepting therefrom the Westerly 30.00 feet and the Southerly 55.00 feet;

Also excepting therefrom that portion lying Northerly of the Southerly line of that certain 79 foot wide road dedication, (also shown as La Estrella Street) as dedicated to the County of Riverside, a political subdivision, by document recorded January 31, 2001 as Instrument No. 2001-040429 of Official Records, Riverside County, California.

Also excepting therefrom that portion lying within TM30094, as shown by map on file in Book 339, Pages 29 through 34 of Maps, Records of Riverside County, California.

Assessor's Parcel Number: 362-150-025; 026

Exhibit B



APNs: 362-150-025 & 362-150-026

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 3, 2014.

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