

FORM APPROVED COUNTY COUNSEL  
 7/11/14 DATE  
 BY: PATRICIA MUNROE

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



**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**  
 September 18, 2014

**SUBJECT:** Resolution No. 2014-140, Authorization to Convey Real Property located in the City of La Quinta, County of Riverside, California, by Grant Deed; CEQA Exempt; District 4/District 4, [\$15,000] 100% Sale Proceeds

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the sale of 575 square feet of land located near the northwest corner of Frances Hack Lane and Deacon Street, in the City of La Quinta, is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15312 – surplus government property sale and Section 15061 (b)(3) – no significant effect on the environment; and direct the Clerk of the Board to file the Notice of Exemption with the County Clerk.
2. Adopt Resolution No. 2014-140, Authorization to Convey Real Property in the City of La Quinta, County of Riverside, by Grant Deed;

(Continued)

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 15,000	\$ 0	\$ 15,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> 100% Sale Proceeds	<b>Budget Adjustment:</b>
	For Fiscal Year: 2014/15

**C.E.O. RECOMMENDATION:**

APPROVE  
 BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: September 30, 2014  
 xc: EDA, Recorder

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

FISCAL PROCEDURES APPROVED  
 PAUL LANGULO, CPA, AUDITOR-CONTROLLER  
 BY:   
 Esteban Hernandez

A-30  
 Positions Added  
 Change Order  
 4/5 Vote

Departmental Concurrence

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

Economic Development Agency/Facilities Management

**FORM 11:** Resolution No. 2014-140, Authorization to Convey Real Property located in the City of La Quinta, County of Riverside, California, by Grant Deed; CEQA Exempt; District 4/District 4, [\$15,000] 100% Sale Proceeds

**DATE:** September 18, 2014

**PAGE:** 2 of 2

**RECOMMENDED MOTION:** (Continued)

3. Approve the Offer and Agreement to Purchase Real Property and authorize the Chairman of the Board of Supervisors to execute the same and Grant Deed;
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and
5. Authorize reimbursement to the EDA/Real Estate Division for costs incurred for all acquisition expenses. The amount to be reimbursed is not-to-exceed \$15,000, which includes \$2,600 for due diligence expenses and \$12,400 in staff time.

**BACKGROUND:**

**Summary**

This property represents a small portion of the former La Quinta fire station, having been retained by the County of Riverside along with an appurtenant access easement when the fire station property was transferred to the City of La Quinta in 2009. The approximate 575 square foot ground area and the access easement are leased by the County to an affiliate of Crown Castle, a communication tower operator, who then sub-licenses space on their tower facility to various wireless service providers. The lease currently provides monthly revenue of \$2,962.19 to the County that is channeled into the public safety fund managed by RCIT for benefit of the PSEC communication network.

On May 20, 2014, a Public Hearing was held. Minute Order 9.2 and a sealed bid in the amount of \$500,000 was received from Global Signal Acquisitions IV LLC, a Delaware limited liability, a subsidiary of Crown Castle USA, Inc., parent company of the current Lessee. The Board of Supervisors accepted the bid and instructed the Real Estate Division of the Economic Development Agency to finalize a sale transaction.

The attached Offer and Agreement to Purchase Real Property has been reviewed and approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The sale proceeds will enable the county to better provide services to the community.

**Attachments:**

Resolution No. 2014-140

Agreement to Purchase Real Property (4)

Grant Deed

Aerial Image

CEQA Notice of Exemption

1 Board of Supervisors

County of Riverside

2 **Resolution No. 2014-140**

3 **Authorization to Convey Real Property in the City of La Quinta, County of Riverside,**  
4 **California by Grant Deed**

5 **WHEREAS,** the County of Riverside is the owner of Real Property consisting of  
6 approximately 575 square feet of land and a leasehold interest, also (identified as APN 770-  
7 184-007) located near the northwest corner of Frances Hack Lane and Deacon Street in La  
8 Quinta, County of Riverside, State of California, as described in Exhibit "A."

9 **WHEREAS,** the Real Property is no longer necessary to be retained by the County for  
10 public purposes;

11 **WHEREAS,** on May 20, 2014 the Board of Supervisors received and accepted the  
12 sealed bid from Global Signal Acquisitions IV LLC, a Delaware limited liability company in the  
13 amount of Five Hundred Thousand Dollars (\$500,000), now, therefore,

14 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Supervisors of the  
15 County of Riverside, California, in regular session assembled on Sept. 30, 2014 at 9:00 a.m., in  
16 the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County  
17 Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the conveyance by  
18 grant deed to Global Signal Acquisitions IV LLC, a Delaware limited liability company, the  
19 following described real property: Certain real property located in the County of Riverside,  
20 State of California, more particularly described in Exhibit A Legal Description, attached hereto  
21 and thereby made a part hereof.

22 **BE IT FURTHER RESOLVED AND DETERMINED** that the Chairman of the Board of  
23 Supervisors of the County of Riverside is authorized to execute the documents to complete the  
24 conveyance of real property and this transaction.

25 ///  
26 ///  
27 ///  
28 ///

FORM APPROVED COUNTY COUNSEL  
BY:  PATRICIA MUNROE  
DATE: 7/11/14

1           **BE IT FURTHER RESLOVED AND DETERMINED** that the Assistant County Executive  
2 Officer/EDA or his designee is authorized to execute any other documents to complete this  
3 transaction.

4

ROLI CALL:

5

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

8

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

10

KECIA HARPER-IHEM, Clerk of said Board

11

By \_\_\_\_\_

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Deputy

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## EXHIBIT "A"

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

### Parcel 1:

All that portion of the Southwest One Quarter of the Southwest One Quarter of said Section 6,  
Township 6 South, Range 7 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, described as follows:

Commencing at a point on the South line of Section 6, said point being 149.00 feet Westerly from the Southeast corner of the West 25 acres of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 6;

Thence Northerly and parallel with the East line of said West 25 acres, 156.50 feet to the true point of beginning;

Thence continue along said parallel line 23.50 feet to point "A";  
Thence Easterly and parallel with said South line 25.00 feet;  
Thence Southerly and parallel with said East line 23.50 feet;  
Thence Westerly and parallel with said South line 25.00 feet to the point of beginning.

### Parcel 2:

A non-exclusive access easement over a 20.00 foot strip of land in the Southwest One Quarter of the Southwest One Quarter of Section 6, Township 6 South, Range 7 East, San Bernardino Base and Meridian, in the county of Riverside, State of California, the centerline of said strip described as follows:

Commencing at a point on the South line of Section 6, said point being 140.00 feet Westerly from the Southeast corner of the West 25 acres of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 6;

Thence Northerly and parallel with the East line of said West 25 acres 30.00 feet to the point of beginning.

Thence continuing along said parallel line 126.50 feet to the terminus of this description.

Assessor's Parcel No: 770-184-007-4



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

10/11/14  
Date

KD  
Initial

## NOTICE OF EXEMPTION

July 3, 2014

**Project Name:** County of Riverside, La Quinta Land Conveyance

**Project Number:** FM0417200225

**Project Location:** Northwest corner of Francis Hack Lane and Deacon Drive, in the City of La Quinta, California. Assessor Parcel Number 770-184-007 Latitude: 33° 40' 16.75" Longitude: -116° 18' 5.01" (See attached exhibits)

**Description of Project:** The County of Riverside intends to convey real property located near the northwest corner of Frances Hack Lane and Deacon Street in La Quinta, in the County of Riverside, by grant deed, to Global Signal Acquisitions IV LLC, a Delaware limited liability company. The property represents a small portion of the former La Quinta fire station, having been retained by the County of Riverside along with an appurtenant access easement when the fire station property was transferred to the City of La Quinta in 2009. The approximate 575 square foot ground area and the access easement are leased by the County to an affiliate of Crown Castle, a communication tower operator, who then sub-licenses space on their tower facility to various wireless service providers. The lease currently provides monthly revenue of \$2,962.19 to the County that is channeled into the public safety fund managed by RCIT for benefit of the Public Safety Enterprise Communication (PSEC) network.

On May 20, 2014, a public hearing was held and a sealed bid in the amount of \$500,000 was received from Global Signal Acquisitions IV LLC, a subsidiary of Crown Castle USA, Inc., and parent company of the current Lessee. The Board of Supervisors accepted the bid and instructed the Real Estate division of the Economic Development Agency to finalize a sale transaction. The change in ownership does not alter the use of the land, increase the intensity of the use of the land, and does not allow any new development of the land.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15312, Sale of Surplus Government Property Exemption and Section 15061, General Rule "Common Sense" Exemption.

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

[www.rivcoeda.org](http://www.rivcoeda.org)

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Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing


Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

impacts would occur that may reasonably create an environmental impact. The conveyance of real property will not have an effect on the environment; thus, no environmental impacts are anticipated to occur.

- Section 15312 – Sale of Surplus Government Property Exemption. The project as proposed is the sale of real property consisting of approximately 575 square feet of land that has been leased as a wireless communication facility. A sealed bid was received from the purchaser for this property on May 20, 2014. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA.
- 15061 (b) (3) - General Rule “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The conveyance of this surplus property will not require any construction activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. The sale of the property does not facilitate any construction activities or an increase in the intensity of use of the site. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed:  Date: 7.3.2014

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency

La Quinta Land Conveyance



Selected parcel(s):  
770-184-007

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Thu Jul 03 10:29:58 2014

Version 131127



## EXHIBIT "A"

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Thence Northerly and parallel with the East line of said West 25 acres, 156.50 feet to the true point of beginning;

Thence continue along said parallel line 23.50 feet to point "A";  
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Thence continuing along said parallel line 126.50 feet to the terminus of this description.

Assessor's Parcel No: 770-184-007-4

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** La Quinta Land Conveyance

**Accounting String:** 524830-47220-7200400000- FM0417200225

**DATE:** July 3, 2014

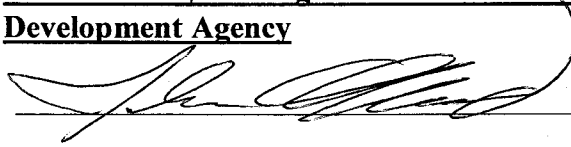
**AGENCY:** Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

**AUTHORIZED BY:** John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:



**PRESENTED BY:** Lorie Houghlan, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

Recorded at request of and return to:  
Economic Development Agency/  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 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)

LH:ra/060514/225FM/16.931

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

PROJECT: LA QUINTA TRANSFER  
APN: 770-184-007

## GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

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

Grants to Global Signal Acquisitions IV LLC, a Delaware limited liability company, real property located in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" attached hereto  
and made a part hereof

SEP 30 2014

3-12

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

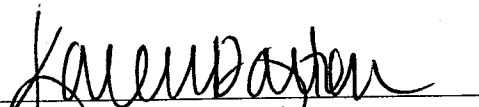
On September 30, 2014, before me, Karen Barton, Board Assistant, personally appeared Jeff Stone, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)

PROJECT: LA QUINTA TRANSFER  
APN: 770-184-007

Dated: SEP 30 2014

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

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By [Signature]  
DEPUTY

[Signature]  
Jeff Stone, Chairman  
Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 7/1/14  
PATRICIA MUNROE DATE

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )ss  
)

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(ies), and that by his/her/their signature(s) 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 paragraph is true and correct.

WITNESS my hand and official seal:

Signature \_\_\_\_\_

[SEAL]

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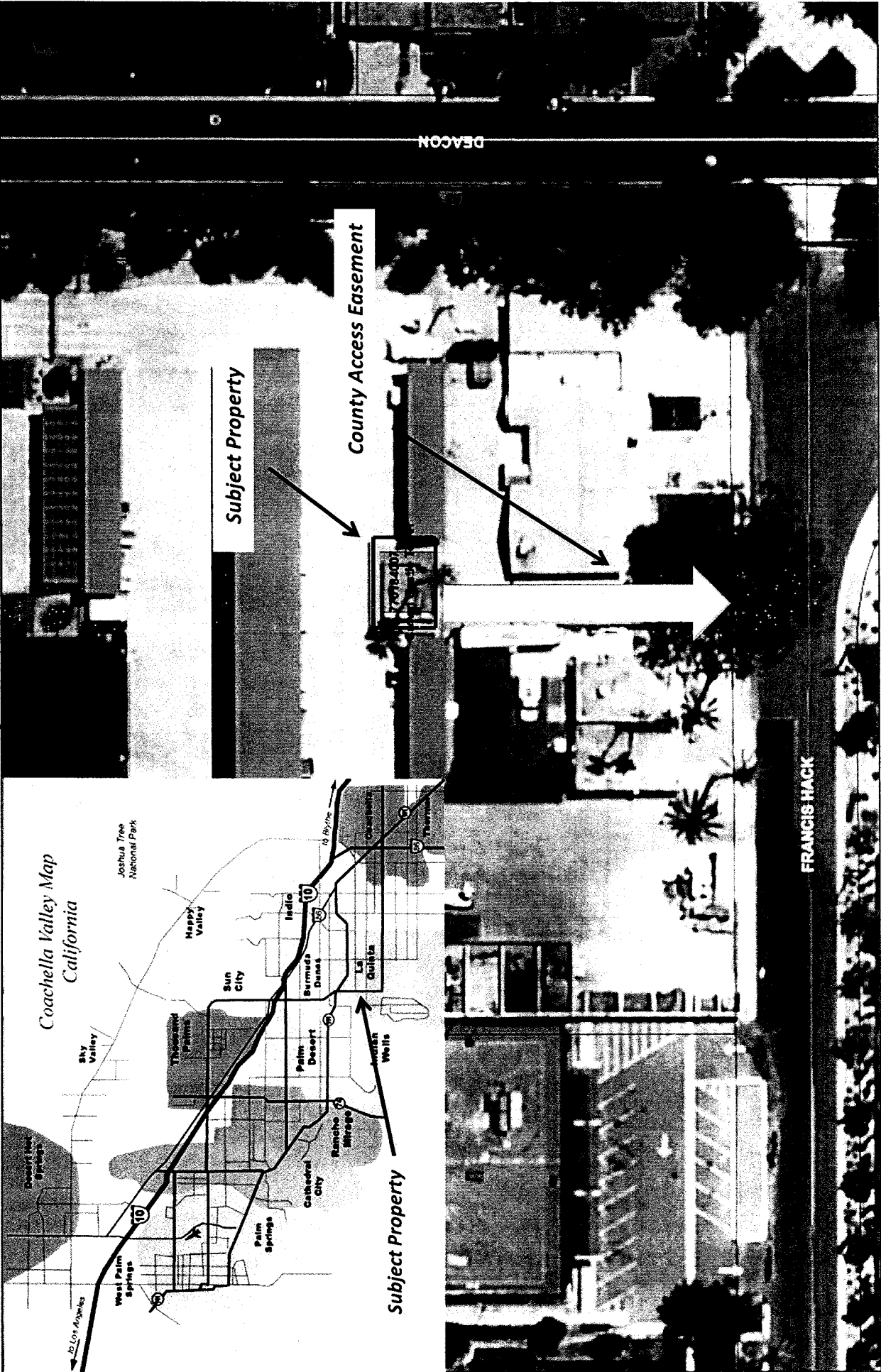
Commencing at a point on the South line of Section 6, said point being 140.00 feet Westerly from the Southeast corner of the West 25 acres of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 6;

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Thence continuing along said parallel line 126.50 feet to the terminus of this description.

Assessor's Parcel No: 770-184-007-4

**Exhibit- Map**  
**Francis Hack Lane/Deacon Drive, La Quinta**



Coachella Valley Map  
California

Joshua Tree  
National Park

Happy Valley

Irdic

Sun City

Burmada Dunes

La Quinta

Palm Desert

Cathedral City

Palm Springs

Rancho Mirage

Warren Wells

Sky Valley

Thousand Palms

Deer Creek Springs

West Palm Springs

To Los Angeles

To Blythe

To Palm Springs

Subject Property

County Access Easement

DEACON

FRANCIS HACK

Subject Property

## OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

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Assessor's Parcel No.: 770-184-007  
Property Location: City of La Quinta

## OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

**BUYER:** Global Signal Acquisitions IV LLC, a Delaware limited liability company  
("Crown Castle")

**SELLER:** COUNTY OF RIVERSIDE, a political subdivision of the State of California

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," commonly referred to as vacant land, described in the Preliminary Report attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

**Five Hundred Thousand Dollars (\$500,000.00)**

*(P)* *has tendered to*  
BUYER ~~herewith gives~~ SELLER a good faith deposit (hereinafter the "Bid Deposit") in the amount of Twenty Five Thousand Hundred Dollars (\$25,000.00). (5% of sales price)

### 1. TERM OF OFFER

This offer will remain open and will not be revoked by BUYER for the period commencing with the date of execution of this agreement by BUYER and ending on the earlier of:

- A. 60 days thereafter; or
- B. Receipt of written notice from SELLER that the offer has been rejected.

Within 60 days after the execution of this agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This agreement is not binding upon SELLER until the offer is accepted in the manner prescribed herein and BUYER complies fully with each and every term and condition contained herein.

### 2. REJECTION OR WITHDRAWAL OF OFFER

Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded.

Should SELLER fail to accept or reject this offer within the 60 day period specified in Clause 1 (Term of Offer), BUYER may withdraw the offer by providing written notice to SELLER. In such event, the Bid Deposit paid by BUYER shall be refunded, provided BUYER withdraws the offer prior to SELLER's acceptance of the offer as set forth in Clause 1 (Term of Offer).

### 3. ESCROW

If this offer is accepted, BUYER and SELLER agree to execute escrow instructions reasonably required by ~~Lawyers Title~~ Company, hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days after acceptance of this offer and shall provide for close of escrow within 60 days after acceptance of this offer, or sooner if it is mutually desirable to BUYER and SELLER. The term of escrow shall not be extended unless authorized in writing by SELLER.

Balance of the bid amount hereby offered, in excess of the down payment shall be paid in cash within sixty (60) days of the ~~bid acceptance~~ full execution of this agreement.

Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Clause 16 (Liquidated Damages).

### 4. DEPOSITS

Within 10 days after acceptance of this offer, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.

In the event BUYER fails, for any reason whatsoever, to pay into escrow within such 10-day period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Clause 16 (Liquidated Damages).

The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Clause 8 (Delivery of Documents and Funds).

### 5. BUYER'S COSTS

BUYER shall pay the following closing costs in connection with this purchase:

- A. The standard owner's title insurance policy; if Buyer desires to purchase;
- B. The escrow fee;
- C. Lender's title insurance policy, if any;
- D. Documentary transfer tax;
- E. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees.

If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any escrow and title cancellation fees.

### 6. SELLER'S COSTS

SELLER shall pay the following closing costs in connection with this purchase:

- A. None

Stewart  
Title  
Guaranty

All other closing costs shall be borne by BUYER.

### 7. DELIVERY OF DOCUMENTS AND FUNDS

SELLER shall deliver to escrow a Quit Claim Deed, in the form attached hereto as "Exhibit B," and such other documents as are required to transfer title to the Property.

Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

- A. The balance of the purchase price; and
- B. An amount sufficient to pay for all of BUYER's closing costs, as calculated by the Escrow Holder.

All payments specified in this clause shall be by cash, cashier's check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at close of escrow.

### 8. TITLE

If Buyer chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by ~~First American Title Company~~ *Stewart Title Guaranty Company*.

Title shall be subject to:

- A. Exceptions shown in Exhibit A, the Preliminary Report attached hereto, except any delinquent taxes shown in said Report which shall be paid through escrow;
- B. Any deed of trust or other documents needed to perfect the security interest of the lender, if any, providing purchase money for this purchase.

If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:

- C. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
- D. Terminate this agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the Buyer for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

### 9. VESTING

Title to the Property to be conveyed pursuant to this agreement shall be vested as set forth by BUYER below. Verify and initial (\_\_\_\_)

Global Signal Acquisitions IV LLC, a Delaware limited liability company ("Crown Castle")

BUYER IS AWARE THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES AND HAS GIVEN THIS MATTER SERIOUS CONSIDERATION.

## 10. PRORATIONS

Property taxes shall not be prorated to the close of escrow. Buyer is responsible for taxes that are due and payable at the close of escrow. There shall be no other prorations made in connection with this purchase.

## 11. TAXES

THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After close of escrow, a Supplemental Tax Bill will be issued which shall be the responsibility of BUYER to pay.

## 12. POSSESSION

Possession and occupancy of the Property shall be delivered to BUYER at close of escrow.

## 13. PROPERTY SOLD IN "AS-IS" CONDITION

BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property lines and boundaries;
- B. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- C. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- D. Water and utility availability and use restrictions;
- E. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- F. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- G. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to purchase the Property in "as-is" condition.

## 14. TRANSFER DISCLOSURE

This provision is not applicable to this transaction.

## 15. LIQUIDATED DAMAGES

**IF BUYER FAILS TO PROCEED WITH THE PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. BY INITIALING THIS PARAGRAPH, BUYER AND SELLER AGREE THAT, IN SUCH EVENT, SELLER SHALL**

**RETAIN AS LIQUIDATED DAMAGES THE LESSER OF THE TOTAL DEPOSITS ACTUALLY PAID BY BUYER, OR ANY AMOUNT THEREFROM, NOT EXCEEDING 3% OF THE PURCHASE PRICE, AND SHALL PROMPTLY RETURN ANY EXCESS TO BUYER.**

**SELLER's Initials** \_\_\_\_\_ / \_\_\_\_\_

**BUYER's Initials**                      /                     

Failure to initial the paragraph above renders this offer non-responsive and the offer will be returned to BUYER without consideration of SELLER.

**16. NON-DISCRIMINATION AND PROPERTY USE**

BUYER agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. BUYER, or any person claiming under or through BUYER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

BUYER acknowledges that the covenants and restrictions contained in this clause shall be included as covenants and restrictions in the Quit Claim Deed conveying title to the Property.

**17. PERMITS AND LICENSES**

BUYER shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of the Property. No permit, approval, or consent given to BUYER by SELLER, in its governmental capacity, shall affect or limit BUYER's obligations hereunder. No approvals or consents given by SELLER, as a party to this agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

**18. ASSIGNMENT**

This agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

**19. SUCCESSORS IN INTEREST**

Subject to the restrictions in Clause 18 (Assignment), this agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

**20. PARTIAL INVALIDITY**

This agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**21. NOTICES**

All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, SELLER may also provide notices, documents, correspondence, or such other communications to BUYER by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or 48 hours after mailing if provided by regular mail.

SELLER

County of Riverside  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501  
(951) 955-4820  
Riverside, CA 92501

(951) 955-4820

BUYER

Global Signal Acquisitions IV LLC,  
a Delaware limited liability company  
Phil Kelley, Senior Vice President of  
Corporate Development and Strategy  
1220 August Drive, Suite 600  
Houston, Texas 77057

(713) 570-3000

Escrow Holder

~~Lawyers Title Company  
3480 Vine Street, Suite 300  
Riverside, CA 92507  
Telephone: (951) 774-0825~~

*Stewart Title Guaranty Company  
1980 Post Oak Blvd # 610  
Houston, TX 77056  
(713) 842-3428*

**22. BROKER'S FEES**

- BUYER is represented by the licensed real estate broker listed below and requests that a commission in the amount referenced in paragraph A. below be paid to broker by SELLER from the sale proceeds.

Name of Broker: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Social Security or Tax ID #: \_\_\_\_\_

It is understood by and between BUYER and SELLER that:

- A. The amount of the commission shall be \_\_\_% of the purchase price;
- B. No commission is payable in connection with this offer unless the offer is accepted and the purchase is completed;
- C. If the offer is accepted and the purchase is completed, the full amount of the agreed commission shall be considered earned at close of escrow; and
- D. If the offer is accepted and the purchase is not completed and SELLER determines that BUYER's deposits shall be retained by SELLER as liquidated damages, no commission will be paid.

BUYER's Initials \_\_\_\_\_ /

- BUYER is not represented by a real estate broker and does not request a commission be paid by SELLER.

BUYER's Initials PK /

**23. TIME**

Time is of the essence in the performance of BUYER's and SELLER's respective obligations contained in this agreement. Failure to comply with any time requirement contained herein shall constitute a

material breach of this agreement.

**24. AMENDMENTS**

This agreement contains the sole and only agreement between BUYER and SELLER relating to this offer and agreement to purchase the Property described herein. All negotiations and agreements between BUYER and SELLER are merged into this agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both BUYER and SELLER.

**25. ATTACHMENTS**

This agreement includes the following, which are attached and made a part hereof:

Exhibit A: Preliminary Report

Exhibit B: Grant Deed

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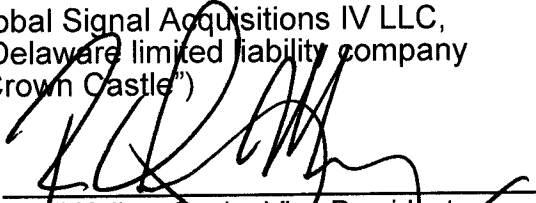


BUYER hereby submits this offer with full cognizance of the terms and conditions contained herein.

**BROKER**     None

**BUYER**


Global Signal Acquisitions IV LLC,  
a Delaware limited liability company  
("Crown Castle")

By:   
~~Phil Kelley, Senior Vice President~~  
~~of Corporate Development and Strategy~~  
R. Christopher Mooney  
Vice President

SELLER has considered and accepts this offer on this date of September 30, 2014.

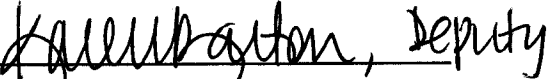
**SELLER**

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

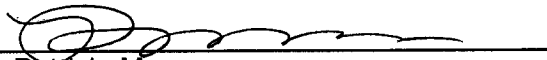
By:   
Jeff Stone, Chairman  
Board of Supervisors

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By:   
Gregory P. Priamos, Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Patricia Munroe  
Deputy County Counsel

## EXHIBIT "A"

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

Parcel 1:

All that portion of the Southwest One Quarter of the Southwest One Quarter of said Section 6, Township 6 South, Range 7 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, described as follows:

Commencing at a point on the South line of Section 6, said point being 149.00 feet Westerly from the Southeast corner of the West 25 acres of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 6;

Thence Northerly and parallel with the East line of said West 25 acres, 156.50 feet to the true point of beginning;

Thence continue along said parallel line 23.50 feet to point "A";  
Thence Easterly and parallel with said South line 25.00 feet;  
Thence Southerly and parallel with said East line 23.50 feet;  
Thence Westerly and parallel with said South line 25.00 feet to the point of beginning.

Parcel 2:

A non-exclusive access easement over a 20.00 foot strip of land in the Southwest One Quarter of the Southwest One Quarter of Section 6, Township 6 South, Range 7 East, San Bernardino Base and Meridian, in the county of Riverside, State of California, the centerline of said strip described as follows:

Commencing at a point on the South line of Section 6, said point being 140.00 feet Westerly from the Southeast corner of the West 25 acres of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 6;

Thence Northerly and parallel with the East line of said West 25 acres 30.00 feet to the point of beginning.

Thence continuing along said parallel line 126.50 feet to the terminus of this description.

Assessor's Parcel No: 770-184-007-4