

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

954



**FROM:** Successor Agency to the Redevelopment Agency

**SUBMITTAL DATE:**

June 9, 2016

**SUBJECT:** Resolution No. 2016-004, Authorization to Sell Real Property located in Thermal, California, State of California; Approval of Agreement of Purchase and Sale and Joint Escrow Instructions; CEQA Exempt; District 4 [\$16,500]; Redevelopment Property Tax Trust Fund (RPTTF)

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Adopt Successor Agency Resolution No. 2016-004 authorizing the sale of real property located in Thermal, California, identified by Assessor's Parcel Number 757-042-008, in accordance with ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012) and the Amended Long Range Property Management Plan approved by the California Department of Finance;
3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions between the Successor Agency to the Redevelopment Agency for the County of Riverside and Salvador Hernandez in the amount of \$46,000 (Purchase Agreement), and Grant Deed and authorize the Chairman of the Board to execute the Purchase Agreement on behalf of the Successor Agency;

(Continued)

*Rohini Dasika*  
Rohini Dasika  
Principal Management Analyst

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 16,500	\$ 0	\$ 16,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Redevelopment Property Tax Trust Fund (RPTTF) Budget Adjustment: No  
For Fiscal Year: 2016/17

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

**APPROVE**

BY: *Alex Gann*  
**Alex Gann**

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 21, 2016  
xc: E.O., Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

4-1

FORM APPROVED COUNTY COUNSEL  
BY: *Antia C. Willis*  
DATE: 6/9/16

Departmental Counsel  
ANTIA C. WILLIS

By: Robert Field, Assistant County Executive Officer/EDA  
Riverside County Economic Development Agency/EDA

By:  Positions Added  
 Change Order

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

Successor Agency to the Redevelopment Agency

**FORM 11:** Resolution No. 2016-004, Authorization to Sell Real Property located in Thermal, California, State of California; Approval of Agreement of Purchase and Sale and Joint Escrow Instructions; CEQA Exempt; District 4 [\$16,500]; Redevelopment Property Tax Trust Fund (RPTTF)

**DATE:** June 29, 2016

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**RECOMMENDED MOTION:** (Continued)

4. Authorize the Deputy County Executive Officer, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction, including, but not limited to executing the Grant Deed attached to the Purchase Agreement;
5. Authorize and direct staff to submit the Purchase Agreement to the Oversight Board for approval;
6. Authorize and allocate the purchase amount of \$46,000 for Assessor's Parcel Number 757-042-008;
7. Authorize reimbursement to EDA-Real Estate in the amount not-to-exceed \$16,500 for due diligence and staff expenses; and
8. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

**BACKGROUND:**

**Summary**

ABx1 26 enacted in June 2011 (as amended by AB 1484 in June 2012) (collectively the "Dissolution Act") charges the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) with winding down the affairs of the former Redevelopment Agency for the County of Riverside (RDA). Pursuant to Health and Safety Code Section 34191.5, added by the Dissolution Act, the Successor Agency prepared a Long Range Property Management Plan (LRPMP) which identified all real property assets owned by the former RDA and recommended appropriate disposition strategies for each identified parcel. The LRPMP includes property profiles, a description of each property's potential use, and an explanation of the benefit of the proposed disposition strategy to the surrounding community. The LRPMP was approved by the California Department of Finance (DOF) on December 18, 2015.

The LRPMP contemplates the sale of that certain real property consisting of approximately 0.14 acres, located in Thermal, California, identified by Assessor's Parcel Number 757-042-008, as depicted on the attached site map (Property). In the LRPMP, the property is designated for sale using various sale methods to properly and effectively market the property to prospective buyers. Pursuant to the disposition process set forth in the LRPMP, Successor Agency staff created marketing flyers and was placed on the Economic Development Agency's website. Staff then emailed a Notice to all Public Agencies, including the link for the website, on April 4, 2016, allocating a sixty day time frame to express an interest on any of the properties. Staff placed "for sale" signs on various properties in the community, attracting interest from the public on any available properties.

The Successor Agency received two offers for the Property (listed below) and recommends acceptance of the highest offer from Salvador Hernandez in the amount of \$46,000. An updated appraisal was conducted by Michael J. Francis, MAI, dated May 18, 2016 found the fair market value of the Property to be \$29,882. There are not-to-exceed costs of \$16,500 associated with this transaction.

(Continued)

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**DATE:** June 29, 2016

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**BACKGROUND:**

**Summary** (Continued)

Successor Agency staff has negotiated the sale of the Property to Salvador Hernandez for \$46,000. Mr. Hernandez currently owns adjacent parcels to the subject parcel and owns an auto sales business. The terms of the proposed sale of the Property from the Successor Agency to Salvador Hernandez are set forth in the attached proposed Agreement of purchase and Sale with Joint Escrow Instructions, including exhibits (Purchase Agreement). The sale proceeds, minus customary closing and escrow costs, will first be used to pay Successor Agency enforceable obligations, and then disbursed to the taxing entities pursuant to Health and Safety Code Section 34188. If approved by the Successor Agency, the Purchase and Sale Agreement will be forwarded to the Oversight Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, a public body, corporate and politic, for consideration.

The Successor Agency's disposition of the Property, in a manner consistent with the Dissolution Act, LRPMP and proposed Purchase Agreement, will facilitate the unwinding of the former RDA by liquidating its property in a manner aimed at maximizing value for the benefit of the taxing entities.

Pursuant to the California Environmental Quality Act (CEQA), the sale of the Property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061 (b)(3), common sense, general rule exemption. The proposed project is the sale of vacant real property and no development is contemplated at this time, and it can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment the conveyance is merely a transfer in title to the real property; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

Resolution No. 2016-004 and the Agreement of Purchase and Sale and Joint Escrow Instructions have been approved as to legal form by County Counsel.

**Impact on Citizens and Businesses**

Pursuant to the Dissolution Act, the net proceeds from the sale of the identified disposal properties will be used to pay Successor Agency enforceable obligations and then distributed to taxing entities, including school districts, special districts and the County.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the sale price of the real property located in Thermal, identified as Assessor's Parcel Numbers 757-042-008:

Estimated Title and Escrow Charges	2,000
Preliminary Title Report	500
County Appraisals (Updated)	1,000
EDA Real Property Staff Time (including County Counsel Staff Time)	13,000
<b>Total Estimated Acquisition Costs (Not-to-Exceed)</b>	<b>\$16,500</b>

(Continued)

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**Attachments**

Site Map

Resolution No. 2016-004

Agreement of Purchase and Sale with Joint Escrow Instructions

Appraisal

DOF Letter

AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

Address: 56105 Highway 111 Thermal  
APN No: 757-042-008

Escrow No. File No. 616650010

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this 21<sup>st</sup> day of June 2016 and constitutes an agreement by which the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic ("Seller") agrees to sell to, and SALVADOR HERNANDEZ, a married man as his sole and separate property ("Buyer") agrees to purchase, on the terms and conditions hereinafter set forth, that certain real property described in the "Legal Description" attached hereto as Exhibit "A" and incorporated herein by this reference, and shown on the "Property Map" attached hereto as Exhibit "B" and incorporated herein by this reference, together with all Improvements, if any, as hereinafter defined (collectively, the "Property").

**RECITALS**

**WHEREAS**, Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 ("Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "CRL"). The Redevelopment Agency for the County of Riverside ("RDA") was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173; and

**WHEREAS**, Pursuant to the Dissolution act all authority, rights, powers, duties and obligations of the former RDA under the CRL (except for housing assets and functions) have been vested in Seller; and

**WHEREAS**, Seller now owns the Property and desires to convey the Property to Buyer and Buyer desires to acquire the Property from Seller pursuant to the CRL, and the terms and provisions set forth below.

The terms and conditions of this Agreement and the instructions to Lawyers Title Company, Attn: Colleen Graves or such other title or escrow company mutually agreed to by the parties ("Escrow Holder") with regard to the escrow ("Escrow") created pursuant hereto are as follows:

1. Property. The Property to be acquired by Buyer from Seller under this Agreement consists of vacant land approximately 0.14 acres total in size, located at 56105 Highway 111 in

Thermal, California, also known as Assessor Parcel Number 757-042-008, and Improvements, if any, located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term "Improvements" shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, and fixtures and equipment installed upon or located in or on the Property. For purposes of this Agreement, the term "Property" shall mean and include the above-referenced parcel of land, the Improvements, and all singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way appertaining to the Property. The Property is subject to the CRL.

2. Acquisition.

a. Board of Supervisor's Approval. The conveyance of the Property by Seller shall be subject to the approval of Seller's Board of Supervisors.

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Forty Six Thousand Dollars (\$46,000) ("Purchase Price"), which Seller and Buyer agree is the fair market value of the Property based on an Appraisal Report prepared by Michael J. Francis, M.A.I., dated May 18, 2016.

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:

a. Buyer's First Deposit. On the Opening Date, Buyer shall deposit ten percent (10%) of the total purchase price totaling Four Thousand Six Hundred Dollars, (\$4,600) (the "First Escrow Deposit") with the Escrow Holder. The First Escrow Deposit shall be refundable in full if Buyer terminates the Escrow prior to the expiration of the Due Diligence Period (as defined below) and absent an uncured default by Buyer.

b. Closing Funds. Within ten (10) days of written request from Escrow Holder, and in any event prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the balance of the Purchase Price after application of the Escrow Deposits. All escrow, recording and title insurance costs shall be paid by Buyer in accordance with Paragraph 10 below.

4. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date and the Closing Date, as defined in Paragraph 4.b, below. In addition, Buyer and Seller agree to execute, deliver, and/or be bound by any reasonable or customary supplemental joint order escrow instructions of either party, or other instruments as

may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, then this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. The Close of Escrow shall occur on or before ninety (90) days after the Opening Date, unless extended in writing by the mutual written agreement of the parties ("Closing Date"). In the event the Close of Escrow does not occur ninety (90) days after the Opening Date, Escrow Holder shall deposit the Escrow Deposit and any other funds deposited by Buyer to be used towards the Purchase Price and the Escrow, in an interest bearing account. Any interest accrued in such account shall be applied toward payment of the Purchase Price and any remaining balance shall be returned to Buyer upon the Close of Escrow.

c. Due Diligence Period. Buyer shall have thirty (30) days from the Opening Date ("Due Diligence Period") to inspect the Property and Due Diligence Materials. In the event Buyer finds the Property unsatisfactory for any reason, Buyer at its sole discretion shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its First Escrow Deposit. In the event of a cancellation of Escrow caused by Buyer, Buyer shall pay any Escrow cancellation fees. In addition, Seller shall have the right to terminate this Agreement without cause, prior to the expiration of the Due Diligence Period, provided Seller notifies Buyer in writing prior to such expiration date. After Seller's cancellation, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its First Escrow Deposit.

5. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey good and marketable fee simple title to the Property by the Grant Deed, subject only to the following approved conditions of title ("Approved Condition of Title"):

- a. A lien to secure payment of real estate taxes, not delinquent;
- b. Matters created by or with the written consent of Buyer; and
- c. Exceptions which are disclosed by the Title Report described in Paragraph 7.a.(1) hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 7.a.(2) hereof.

6. Title Policy. Title shall be evidenced by the willingness of the Title Company to issue its ALTA Policy of Title Insurance (“Title Policy”) in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

a. Conditions to Buyer’s Obligations. The Close of Escrow and Buyer’s obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer’s benefit or prior to the dates designated below for the satisfaction of such conditions:

(1) Due Diligence Materials/Title. Within fifteen (15) business days of the Opening Date, Seller will deliver to Buyer copies of the following items, if and to the extent such items are in Seller’s possession (collectively referred to herein as the “Due Diligence Materials”): (i) a Preliminary Title Report dated May 19, 2016, (“Title Report”) for the Property and legible copies of all documents, whether recorded or unrecorded, referred to in the Title Report; and (ii) any and all environmental reports relating to the Property.

(2) Review and Approval of Due Diligence Materials. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, at Buyer’s sole cost and expense, the Due Diligence Materials. Failure of Buyer to give disapproval of the Due Diligence Materials, in a writing delivered by Buyer to Seller on or before the expiration of the Due Diligence Period, shall be deemed to constitute Buyer’s approval of all Due Diligence Materials. If Buyer disapproves or conditionally approves any matters of title shown in the Title Report, then Seller may, within ten (10) days after its receipt of Buyer’s notice of disapproval of the Due Diligence Materials, elect to eliminate or ameliorate to Buyer’s satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer’s satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer’s benefit. If Seller does not elect to eliminate or ameliorate to Buyer’s satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller’s notice, or if, despite its reasonable efforts, Seller is unable to eliminate or ameliorate to Buyer’s satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.



(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in Paragraph 14 shall be true and correct in all material respects as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.

(5) Inspections and Studies. Prior to the expiration of the Due Diligence Period, Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove the results of said inspections, investigations, tests and studies in writing on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne solely by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Such right of entry shall also be subject to that certain Right of Entry Agreement executed by Buyer and Seller a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and Seller's Board of Supervisors, directors, officers, shareholders, employees, consultants, representatives, contractors and agents from and against any and all personal injuries, damage to the Property and mechanics' liens, arising out of any such entry by Buyer or its agents, designees, contractors, subcontractors, or representatives onto the Property. From and after the Opening Date, Buyer and Buyer's representatives, agents and designees shall have the right to consult with any party for any purpose relating to the Property. Notwithstanding the foregoing, Buyer shall not be permitted to undertake any intrusive or destructive testing of the Property, including without limitation a "Phase II" environmental assessment, without in each instance first obtaining Seller's written consent, which consent shall not be unreasonably withheld. In conducting any inspections, tests or studies, Buyer and its authorized agents and representatives shall (a) not materially interfere with the operation, use and maintenance of the Property, (b) except for normal damage incidental to studies, inspections, investigations and tests, not damage any part of the Property or any personal property owned or held by any third party, (c) not injure or otherwise cause bodily harm to Seller or any of its respective agents, contractors and

employees or any other third party, (d) promptly pay when due, the cost of all inspections, tests or studies, (e) not permit any liens to attach to the Property by reason of the exercise of their rights under this Paragraph 7.a.(5), (f) restore the Property to the condition in which the same was found before any such inspections, tests or studies were undertaken and, (g) not reveal or disclose any information obtained prior to the Close of Escrow concerning the Property to anyone outside of Buyer or its attorneys, except to the extent required by applicable law or court order. Seller shall be provided an opportunity to have a representative of Seller present during any testing. Prior to any entry onto the Property by Buyer or Buyer's representatives, Buyer shall furnish to Seller a copy of a certificate of insurance or self-insurance evidencing that Seller has been added as an additional insured to Buyer's general policy of liability insurance with the liability limit required in the Right of Entry Agreement (Exhibit "D") in connection with entry onto the Property. If the Close of Escrow does not occur for any reason other than the default of Seller, Buyer agrees to give to Seller copies of reports, studies, investigations or other work product of third party professionals retained by Buyer in connection with Buyer's due diligence activities.

b. Conditions Precedents to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed Seller may waive any or all of such conditions):

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and;

(2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Seller's Nonforeign Affidavit. A Certificate of Nonforeign Status (Seller's Certificate), duly executed by Seller.

b. Grant Deed. The Grant Deed conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form, substantially similar to Exhibit C. Upon receiving said executed Grant Deed, Escrow Holder is instructed to forward a copy of Grant Deed to Buyer so that an original Certificate of Acceptance can be attached.

9. Deposits by Buyer. At least five (5) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Funds. The funds which are to be applied toward the payment of the Purchase Price in the amounts and at the times designated in Paragraph 3 above.

b. Certificate of Acceptance to Grant Deed. An original Certificate of Acceptance, acknowledged and in recordable form, substantially similar to Exhibit C.

10. Costs and Expenses. The cost and expense of the Title Policy attributable to ALTA coverage, plus the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes, if any, payable in connection with the recordation of the Grant Deed. The amount of such transfer taxes shall not be posted on the Grant Deed, but shall be supplied by separate affidavit. Buyer shall pay the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges. Except as otherwise provided herein, each party shall be responsible for their respective legal fees and costs in connection with this transaction. All other costs and expenses shall be allocated as provided in this Paragraph 10.

11. Prorations. For purposes of calculating proration, Buyer shall be deemed to own fee title to the Property (and therefore entitled to all revenue therefrom and responsible for expenses thereon) commencing on the date the Close of Escrow occurs. All proration will occur on the date of the Close of Escrow based on a thirty (30) day month. The obligations of the parties pursuant to this Paragraph 11 shall survive the Close of Escrow and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

12. Taxes. Seller is responsible for all real and personal property taxes and assessments accruing on the Property before the Close of Escrow. Buyer is responsible for all real and personal property taxes and assessments accruing on the Property on and after the Close of Escrow.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California ("Official Records"). Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Deed, but to supply same by separate affidavit.

c. Funds. From funds deposited by Buyer with Escrow Holder, disburse the balance of the Purchase Price, after deduction for all items chargeable to the account of Buyer, to Seller; and disburse funds for all items chargeable to the account of Seller in payment of such costs from funds deposited by Seller over and above the Purchase Price; and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate, executed by Seller, and, when issued, the Title Policy, to Buyer.

e. Documents to Seller. Deliver, when issued, the Title Policy, to Seller.

f. Reporting Person. Buyer and Seller hereby acknowledge and agree that the Escrow Holder is designated as the "Reporting Person" for the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Internal Revenue Code.

14. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's actual knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. To the best of Seller's actual knowledge, no consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

d. Violations of Law. To the best of Seller's actual knowledge, Seller has not received written notice of any outstanding violations, past or present, of any governmental laws, ordinances, rules, requirements or regulations of any governmental agency, body or subdivision thereof bearing on the Property, and Seller has no actual knowledge or reason to have knowledge of any condition which constitutes such a violation.

e. Condemnation. There are no pending, or, to the best of Seller's actual knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

f. Compliance with Law. To the best of Seller's actual knowledge, all laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

g. Agreements. To the best of Seller's actual knowledge, there are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Title Report, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's actual knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with Paragraph 7.a hereof is true and correct.

i. Occupancy Agreements. To the best of Seller's actual knowledge, there are no written leases, written subleases, occupancies or tenancies in effect pertaining to the Property, and Seller has no actual knowledge of any oral agreements with anyone, with respect to the occupancy of the Property.

j. Hazardous Substances. To the best of Seller's actual knowledge no Hazardous Substances (defined below) exist now or have been used or stored on any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property in compliance with all applicable Environmental Laws (defined below).

k. Buyer's Knowledge. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no liability, obligation or responsibility of any kind to Buyer or any party claiming by, under or through Buyer with respect to any of the representations and warranties contained in Paragraphs 14.a through 14.j above if, prior to the Closing, Buyer has knowledge from any source prior to the Closing (including the Due Diligence Materials or any documents provided to Buyer by any third party) that contradicts any of the foregoing representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and Buyer nevertheless consummates the transaction contemplated by this Agreement.

l. Maximum Liability to Seller. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller's aggregate liability for any and all breaches of its representations and warranties herein prior to the Closing exceed \$480.00 if the Closing shall have occurred. This Paragraph 14.l shall not be applicable to a default by Seller prior to the Closing, such pre-closing default being governed by Paragraph 21.b hereof.

Seller's representations and warranties made in this Paragraph 14 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

The term, "Hazardous Substance(s)" used herein shall mean any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any Environmental Law.

The term, "Environmental Law(s)" used herein shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

15. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer, and no other action is requisite to the execution and delivery of this Agreement by Buyer.

b. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and is, or, as to all documents to be executed by Buyer at the Close of Escrow, will be, legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

c. Buyer's representations and warranties made in this Paragraph 15 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Buyer in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

16. Reserved

17. HOLD HARMLESS/INDEMNIFICATION. Buyer shall indemnify and hold harmless Seller, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts of Buyer its officers, employees,

subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Buyer, its officers, employees, subcontractors, agents or representatives Indemnities from this Agreement. Buyer shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Buyer, Buyer shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Seller; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Buyer's indemnification to Indemnitees as set forth herein. Buyer's obligation hereunder shall be satisfied when Buyer has provided to Seller the appropriate form of dismissal relieving Seller and the Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Buyer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Buyer from indemnifying the Indemnitees to the fullest extent allowed by law.

18. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

a. Terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except those which expressly survive the termination of this Agreement, or

b. Continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding which accrue or are otherwise payable to Seller.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by the United States post office, or (c) if given by facsimile, when sent. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Buyer: Mr. Salvador Hernandez  
PO Box 398  
Thermal, CA 92274  
Phone: (760) 289-8306

To Seller: County of Riverside, Economic Development Agency  
Real Estate Division  
Attn: Yolanda King  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

20. Assignment. Buyer shall not be entitled to assign this Agreement without the prior written consent of Seller, which consent may be withheld, conditioned or delayed in Seller's sole and absolute discretion.

21. Legal and Equitable Enforcement of this Agreement.

a. Default. In the event of a default under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) business days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subparagraph (b) below.

b. Remedies.

(1) Default by Seller. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur by reason of any uncured default by Seller, Buyer shall be entitled to terminate this Agreement in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Buyer shall be entitled to the return of the First Deposit and the Closing Funds (if deposited with Escrow). Buyer hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Seller as a result of any uncured default by Seller under this Agreement.

(2) Default By Buyer. IN THE EVENT THE CLOSE OF ESCROW AND THE ACQUISITION OF THE PROPERTY BY BUYER DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF AN UNCURED DEFAULT OF BUYER AFTER NOTICE AND OPPORTUNITY TO CURE, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY



SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), THE FIRST ESCROW DEPOSIT IN THE AMOUNT OF (\$4600.00) THE RETURN TO SELLER OF THE ESCROW DEPOSIT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NOTHING HEREIN SHALL BE DEEMED TO LIMIT OR OTHERWISE AFFECT BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

SH  
Buyer's Initials

\_\_\_\_\_  
Seller's Initials

c. Waiver of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

22. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone

(Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively called the "Natural Hazard Matters"). Seller has engaged or will engage the services of a third-party (who, in such capacity, is herein called the "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6a (as amended) and to report the result of its examination to Buyer and Seller in writing.

23. AS-IS Condition of Property.

a. AS-IS. Buyer specifically acknowledges, represents and warrants that prior to Close of Escrow, Buyer and its agents and representatives will have thoroughly inspected the Property and observed the physical characteristics and condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Buyer further acknowledges and agrees that Buyer is purchasing the Property subject to all applicable laws, rules, regulations, codes, ordinances and orders. By Buyer purchasing the Property and upon the occurrence of the Close of Escrow, Buyer waives any and all right or ability to make a claim of any kind or nature against Seller, and each of its Board of Supervisors, commissioners, directors, officers, employees, representatives, Property managers, asset managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively "Releasees") for any and all deficiencies or defects in the physical characteristics and condition of the Property which would be disclosed by such inspection and expressly agrees to acquire the Property with any and all of such deficiencies and defects and subject to all matters disclosed by Seller herein or in any separate writing with respect to the Property. Buyer further acknowledges and agrees that except for any representations expressly made by Seller in Paragraph 14 of this Agreement neither Seller or any of Seller's Board of Supervisors, employees, agents or representatives have made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property, the condition of the Property, the size of the Property, the size of the Improvements (including without limitation, any discrepancies in square footage, the present use of the Property or the suitability of Buyer's intended use of the Property. Buyer hereby acknowledges, agrees and represents that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Any and all information and documents furnished to Buyer by or on behalf of Seller relating to the Property shall be deemed furnished to Buyer without any warranty of any kind from or on behalf of Seller. Buyer hereby represents and warrants to Seller that Buyer has performed an independent inspection and investigation of the Property and has also investigated and has knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject. Buyer further represents that, except for any representations expressly made by Seller in Paragraph 14 of this Agreement, it shall acquire the Property solely upon the basis of its independent inspection and investigation of the Property, including without limitation, (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or

physical condition of the Property or any aspect or portion thereof, including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and groundwater, or whether the Property lies within a special flood hazard area, an area of potential flooding, a very high fire hazard severity zone, a wildland fire area, an earthquake fault zone or a seismic hazard zone, (ii) the dimensions or lot size of Property or the square footage of the Improvements thereon or of any tenant space therein, (iii) the development or income potential, or rights of or relating to, the Property or its use, habitability, merchantability, or fitness, or the suitability, value or adequacy of such Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity (including, without limitation, the American with Disabilities Act), (vi) the ability of Buyer to obtain any necessary governmental approvals, licenses or permits for Buyer's intended use or development of the Property, (vii) the quality of any labor and materials used in any Improvements, or (viii) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of the Property.

b. No Obligation to Repair. Any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer.

c. No Merger. The provisions of this Paragraph 23 shall survive the Close of Escrow and shall not be deemed merged into any instrument or conveyance delivered at the Close of Escrow.

24. Miscellaneous.

a. Compliance with Laws. Buyer shall comply with all applicable Federal, State and local laws and regulations. Buyer will comply with all applicable County of Riverside and Seller policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Buyer shall comply with the more restrictive law or regulation.

b. Effective Date. The effective date of this Agreement shall be the date this Agreement is executed by Seller ("Effective Date").

c. Administration/Agreement Liaison. The Deputy County Executive Officer of Seller, or designee, shall implement and administer this Agreement on behalf of Seller.

d. Nonliability of Seller Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the Buyer, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may

become due to the Buyer or to its successor, or on any obligations under the terms of this Agreement.

e. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

f. Required Actions of Buyer and Seller; Further Assurances. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

g. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

i. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

j. Broker. Buyer and Seller each represent and warrant to the other party that neither has dealt with or engaged a broker in connection with this transaction. Buyer agrees to indemnify and save harmless Seller from and against all claims, costs, liabilities and expenses (including court costs and reasonable attorney's fees) incurred by the Seller as a result of a breach of this representation.

k. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

l. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

m. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

n. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

o. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

p. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

q. Entire Agreement. This Agreement, including any attachments or exhibits, supersedes any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

r. Successors and Assigns; Binding Effect. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

s. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

t. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

u. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than seller and buyer according to the provisions contained herein, or cause Seller to be responsible in any way for the debts or obligations of Borrower, or any other party.

25. Use Restrictions. The parties hereto acknowledge and agree that the covenants, conditions and restrictions set forth in the Grant Deed attached hereto as Exhibit C (collectively, "Covenants") are an integral part of this Agreement, and that Seller would not have agreed to sell the Property if such Covenants were not included in said Grant Deed. The parties acknowledge and agree that the Covenants are reasonably related to one or more legitimate objectives of the Seller. Buyer, on behalf of itself, its successors and assigns, agrees to abide by said Covenants, and to include said Covenants, or a reference to the Covenants set forth in the recorded Grant Deed, in all deeds executed by Buyer, its successors and assigns.

[Remainder of page intentionally blank]

[Signatures on following page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED AND EXECUTED BY THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE.

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

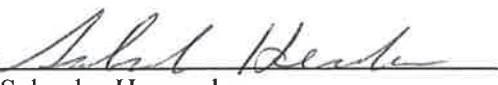
**SELLER:**

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic

By:   
John Benoit, Chairman  
Board of Commissioners

**BUYER:**

SALVADOR HERNANDEZ, a married man as his sole and separate property


By:   
Salvador Hernandez

Dated: JUN 21 2016


Dated: 6-7-16

ATTEST:  
KECIA HARPER-IHEM

Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By:   
Jhaila R. Brown,  
Deputy County Counsel

Acceptance by Escrow Holder:

Lawyers Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow.

Dated: \_\_\_\_\_

Lawyers Title Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



EXHIBIT A  
LEGAL DESCRIPTION

## EXHIBIT "A"

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

**Lots 31 and 32 in Block "B" of Thermal, in the County of Riverside, State of California, as shown by Map on file in Book 4, Page 69 of Maps, in the Office of the County recorder of said County.**

***Assessor's Parcel No: 757-042-008***

EXHIBIT B  
PROPERTY MAP

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL DATA MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

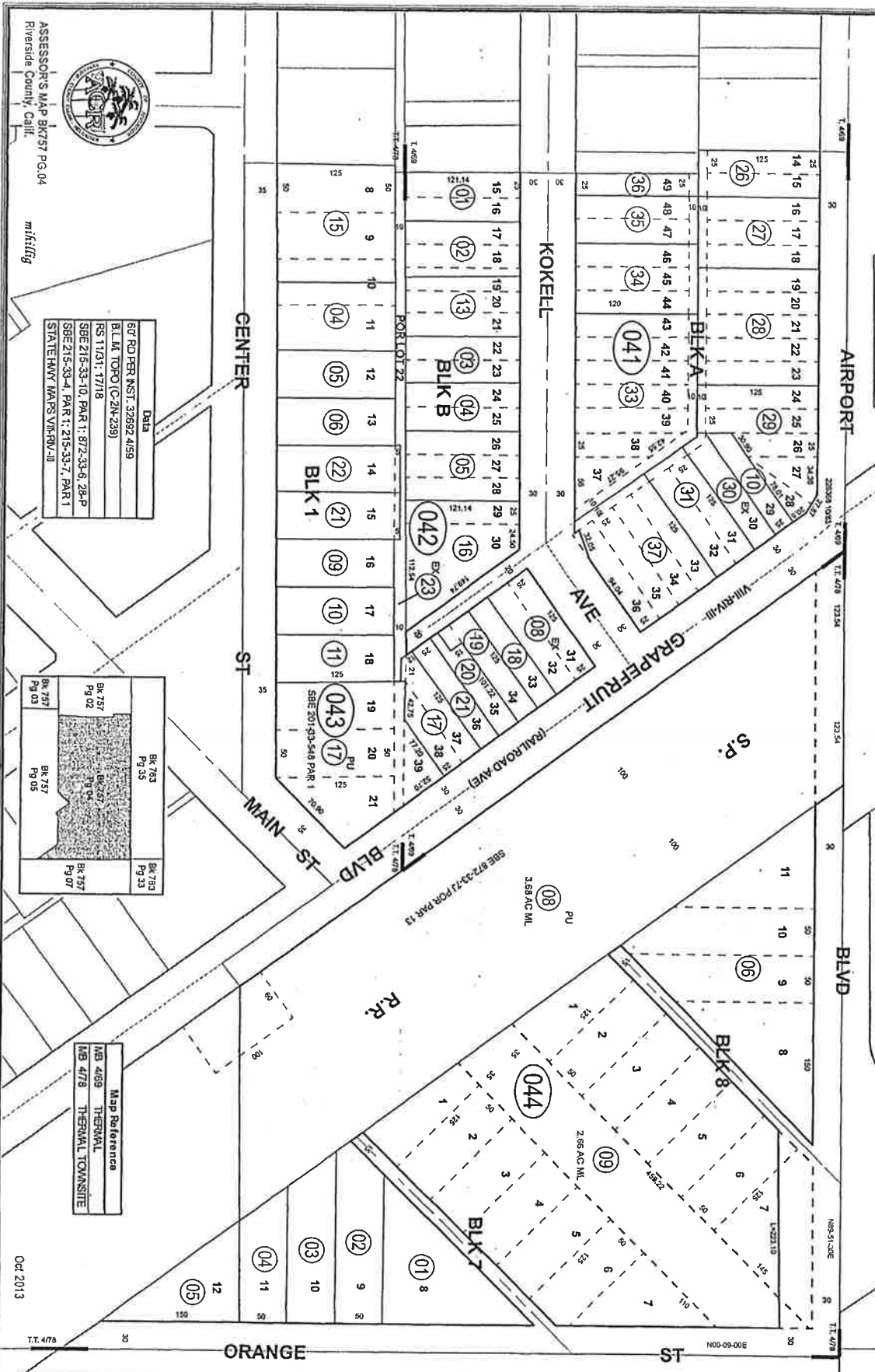
NOV 2 2 2013

SEC. 22, T.6S, R.8E

TRA 058-050

757-04

25-41



Data	
GR PD PER INST.	32682 4159
BLM TOPO	(C2N-239)
PS 11/31	7/718
SSE 215-33-10, PAR 1	872-33-6, 28-P
SSE 215-33-4, PAR 1	215-33-7, PAR 1
STATEWAY MAPS	VHR0V-18

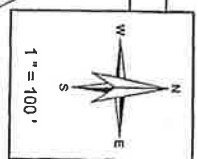
Bk. 757 Pg. 03	Bk. 753 Pg. 33
Bk. 757 Pg. 02	Bk. 757 Pg. 07
Bk. 757 Pg. 05	

Map References	
NA 469	THERMAL
NA 478	THERMAL TOWNSHIP

Old Number	New Number
2011859	041-042
5011812	041-043
5011813	041-044
5011814	041-045
5011815	041-046
5011816	041-047
5011817	041-048
5011818	041-049
5011819	041-050
5011820	041-051
5011821	041-052
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5011825	041-056
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5011867	041-098
5011868	041-099
5011869	041-100

**Legend**

- Lot Lines
- Right-of-Way
- Old Lot Lines
- Reference to DW
- Other Estimations
- Lease Area
- Subdivision To Be Made



ASSESSOR'S MAP BK757 PG.04  
Riverside County, Calif.



mi/fil/gg

OCT 2013

EXHIBIT C  
GRANT DEED

Recorded at request of and return to:  
County of Riverside  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501

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

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

PROJECT: LRPMP  
APN: 757-042-008

### GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency for the County of Riverside, a public body, corporate and politic ("Grantor") hereby grants to Salvador Hernandez, a married man as his sole and separate property, the real property in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records ("Property").

1. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees of the Property. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.

2. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Grantee, its successors and assigns

shall refrain from restricting the rental, sale or lease of the Property on the basis of the race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees in the premises herein leased. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and

paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees of the land. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.”

3. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title.

4. Every covenant and condition and restriction contained in this Grant Deed shall remain in effect in perpetuity.

5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Grantor, and such covenants shall run in favor of Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

6. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

Successor Agency to the Redevelopment  
Agency to the County of Riverside, a public  
body, corporate and politic

By: \_\_\_\_\_  
Alex Gann,  
Deputy County Executive Officer

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown,  
Deputy County Counsel

## EXHIBIT "A"

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

**Lots 31 and 32 in Block "B" of Thermal, in the County of Riverside, State of California, as shown by Map on file in Book 4, Page 69 of Maps, in the Office of the County recorder of said County.**

***Assessor's Parcel No: 757-042-008***

1 BOARD OF SUPERVISOR

SUCCESSOR AGENCY TO THE  
2 REDEVELOPMENT AGENCY FOR  
3 THE COUNTY OF RIVERSIDE

4  
5 **RESOLUTION NO. 2016-004**

6 **RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR**  
7 **THE COUNTY OF RIVERSIDE APPROVING THE SALE OF REAL PROPERTY LOCATED**  
8 **IN THERMAL, CALIFORNIA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER**  
9 **757-042-008 TO SALVADOR HERNANDEZ**

10  
11 **WHEREAS,** the Redevelopment Agency for the County of Riverside ("Agency") was  
12 formed, existed, and exercised its powers pursuant to Community Redevelopment Law  
13 (California Health and Safety Code section 33000 et seq. the "CRL");

14 **WHEREAS,** Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484  
15 ("Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the CRL. As a result of the  
16 Dissolution Act, the Agency was dissolved on February 1, 2012 such that the Agency is now  
17 deemed a former redevelopment agency under Health and Safety Code section 34173;

18 **WHEREAS,** Upon the dissolution of the former Agency, all authority, rights, powers,  
19 duties, and obligations previously vested with the former Agency (except for the former  
20 Agency's housing assets and functions) under the CRL have been vested in the Successor  
21 Agency to the Redevelopment Agency for the County of Riverside ("Successor Agency") under  
22 Health and Safety Code section 34173;

23 **WHEREAS,** pursuant to Health and Safety Code section 34175 (b), all real property  
24 and other assets of the former Agency were transferred to the Successor Agency as of  
25 February 1, 2012, including, but not limited to that certain real property located in Thermal,  
26 California, identified by Assessor's Parcel Number 757-042-008, legally described in Exhibit "A"  
27 attached hereto and incorporated herein by this reference ("Property");

1           **WHEREAS**, pursuant to Health and Safety Code section 34191.5 (b), an Amended  
2 Long-Range Property Management Plan (“LRPMP”) was prepared and submitted for review  
3 and approval to the Oversight Board for the Successor Agency to the Redevelopment Agency  
4 for the County of Riverside (“Oversight Board”) and the California Department of Finance  
5 (‘DOF”). The LRPMP addresses the disposition and use of the real property owned by the  
6 former Agency. The LRPMP was approved by the DOF on December 18, 2015;

7           **WHEREAS**, the LRPMP provides for disposition of the Property at its highest value.  
8 The fair market value for the Property is \$29,882 based on that certain appraisal prepared by  
9 Michael J. Francis, MAI on May 18, 2016;

10           **WHEREAS**, pursuant to the LRPMP, Successor Agency staff created marketing flyers  
11 and was placed on the Economic Development’s website. Staff then emailed a Notice to all  
12 Public Agencies, including the link for the website on April 4, 2016, allocating a sixty (60) day  
13 time frame to express an interest on any of the properties. Staff placed “for sale” signs on  
14 various properties in the community, attracting interest from the public on any available  
15 properties.

16           **WHEREAS**, the Successor Agency received two (2) offers for the Property and desires  
17 to accept the highest bid submitted by Salvador Hernandez in the amount of \$46,000, which  
18 exceeds the fair market value of the Property;

19           **WHEREAS**, Successor Agency desires to convey the Property and Salvador  
20 Hernandez desires to acquire the Property from the Successor Agency pursuant to the terms  
21 and provisions of the proposed Agreement of Purchase and Sale with Joint Escrow Instructions  
22 (“Purchase Agreement”) attached hereto as Exhibit “B” and incorporated herein by this  
23 reference;

24           **WHEREAS**, net sale proceeds, minus customary closing and escrow costs, will first be  
25 used to pay Successor Agency enforceable obligations, and then disbursed to the taxing  
26 entities pursuant to Health and Safety Code Section 34188;

27           **WHEREAS**, the Successor Agency has reviewed and determined that the sale of the  
28 Property is categorically exempt from the California Environmental Quality Act (“CEQA”)

1 pursuant to CEQA Guidelines Section 15061(b) (3) as the proposed project is the conveyance  
2 of vacant real property involving merely the transfer of title to the real property, no development  
3 is contemplated, and it can be seen with certainty that there is no possibility that the activity in  
4 question will have a significant impact on the environment and will not lead to any direct or  
5 reasonably foreseeable indirect physical environmental impacts;

6 **WHEREAS**, the Successor Agency's disposition of the Property, in a manner consistent  
7 with the Dissolution Act, LRPMP and proposed Purchase Agreement, will facilitate the  
8 unwinding of the former Agency by liquidating its property in a manner aimed at maximizing  
9 value for the benefit of the taxing entities.

10 **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by  
11 the Board of Supervisors of the Successor Agency to the Redevelopment Agency for the  
12 County of Riverside ("Board"), in regular session assembled on June 21, 2016, in the meeting  
13 room of the Board of Supervisors located on the 1st floor of the County Administrative Center,  
14 4080 Lemon Street, Riverside, California, as follows:

- 15 1. The Recitals set forth above are true and correct and incorporated herein by  
16 reference.
- 17 2. The Board, based upon a review of the evidence and information presented on the  
18 matter as it relates to the sale, has determined that the proposed sale is  
19 categorically exempt from CEQA pursuant to State CEQA Guidelines Section  
20 15061(b)(3) because it can be seen with certainty that there is no possibility that the  
21 activity in question will have a significant effect on the environment because the  
22 conveyance is merely a transfer in title to the real property, the transfer will not  
23 prompt or require any construction activities and will not lead to any direct or  
24 reasonably foreseeable indirect physical environmental impacts.
- 25 3. The Board hereby approves and authorizes the sale to Salvador Hernandez of that  
26 certain real property located in Thermal, California, identified by Assessor's Parcel  
27 Number 757-042-008, as more particularly described in Exhibit "A" attached hereto,  
28 and incorporated herein by this reference ("Property"), for a purchase price of

1 \$46,000. Net sale proceeds, minus customary closing and escrow costs, will first be  
2 used to pay Successor Agency enforceable obligations, and then disbursed to the  
3 taxing entities pursuant to Health and Safety Code Section 34188;

4 4. The Board hereby approves the Agreement of Purchase and Sale with Joint Escrow  
5 Instructions attached hereto as Exhibit "B" and incorporated herein by this reference  
6 ("Purchase Agreement"), and authorizes and directs the Deputy County Executive  
7 Officer, or designee, to execute an Agreement of Purchase and Sale with Joint  
8 Escrow Instructions substantially conforming in form and substance to Exhibit "B",  
9 and to take any actions and execute any documents necessary to implement the  
10 disposition of the Property pursuant to the terms approved in this Resolution,  
11 including, but not limited to a grant deed, and to administer the Successor Agency's  
12 obligations, responsibilities, and duties to be performed under said Purchase  
13 Agreement, subject to approval by County Counsel.

14 5. The provisions of this Resolution are severable and if any provision, clause,  
15 sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable  
16 to any person or circumstances, such illegality, invalidity, unconstitutionality, or  
17 inapplicability shall not affect or impair any of the remaining provisions, clauses,  
18 sentences, words or parts thereof of the Resolution or their applicability to other  
19 persons or circumstances.

20 6. The Deputy County Executive Officer or designee is hereby authorized and directed  
21 to submit a copy of this Resolution, including all exhibits, to the Oversight Board for  
22 the Successor Agency to the Redevelopment Agency for the County of Riverside for  
23 review and approval.

24 ROLL CALL:

25 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
26 Nays: None  
27 Absent: None

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

KECIA HARPER-IHEM, Clerk of said Board

By  
Page 4 of 6

  
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:

Lots 31 and 32 in Block "B" of Thermal, in the County of Riverside, State of California, as shown by Map on file in Book 4, Page 69 of Maps, in the Office of the County recorder of said County.

**Assessor's Parcel No: 757-042-008**

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EXHIBIT B  
AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS



AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

Address: 56105 Highway 111 Thermal  
APN No: 757-042-008

Escrow No. File No. 616650010

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, and constitutes an agreement by which the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic (“Seller”) agrees to sell to, and SALVADOR HERNANDEZ, a married man as his sole and separate property (“Buyer”) agrees to purchase, on the terms and conditions hereinafter set forth, that certain real property described in the “Legal Description” attached hereto as Exhibit “A” and incorporated herein by this reference, and shown on the “Property Map” attached hereto as Exhibit “B” and incorporated herein by this reference, together with all Improvements, if any, as hereinafter defined (collectively, the “Property”).

**RECITALS**

**WHEREAS**, Assembly Bill No. xl 26, as modified by Assembly Bill No. 1484 (“Dissolution Act”), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the “CRL”). The Redevelopment Agency for the County of Riverside (“RDA”) was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173; and

**WHEREAS**, Pursuant to the Dissolution act all authority, rights, powers, duties and obligations of the former RDA under the CRL (except for housing assets and functions) have been vested in Seller; and

**WHEREAS**, Seller now owns the Property and desires to convey the Property to Buyer and Buyer desires to acquire the Property from Seller pursuant to the CRL, and the terms and provisions set forth below.

The terms and conditions of this Agreement and the instructions to Lawyers Title Company, Attn: Colleen Graves or such other title or escrow company mutually agreed to by the parties (“Escrow Holder”) with regard to the escrow (“Escrow”) created pursuant hereto are as follows:

1. Property. The Property to be acquired by Buyer from Seller under this Agreement consists of vacant land approximately 0.14 acres total in size, located at 56105 Highway 111 in

Thermal, California, also known as Assessor Parcel Number 757-042-008, and Improvements, if any, located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term "Improvements" shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, and fixtures and equipment installed upon or located in or on the Property. For purposes of this Agreement, the term "Property" shall mean and include the above-referenced parcel of land, the Improvements, and all singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way appertaining to the Property. The Property is subject to the CRL.

2. Acquisition.

a. Board of Supervisor's Approval. The conveyance of the Property by Seller shall be subject to the approval of Seller's Board of Supervisors.

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Forty Six Thousand Dollars (\$46,000) ("Purchase Price"), which Seller and Buyer agree is the fair market value of the Property based on an Appraisal Report prepared by Michael J. Francis, M.A.I., dated May 18, 2016.

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:

a. Buyer's First Deposit. On the Opening Date, Buyer shall deposit ten percent (10%) of the total purchase price totaling Four Thousand Six Hundred Dollars, (\$4,600) (the "First Escrow Deposit") with the Escrow Holder. The First Escrow Deposit shall be refundable in full if Buyer terminates the Escrow prior to the expiration of the Due Diligence Period (as defined below) and absent an uncured default by Buyer.

b. Closing Funds. Within ten (10) days of written request from Escrow Holder, and in any event prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the balance of the Purchase Price after application of the Escrow Deposits. All escrow, recording and title insurance costs shall be paid by Buyer in accordance with Paragraph 10 below.

4. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date and the Closing Date, as defined in Paragraph 4.b, below. In addition, Buyer and Seller agree to execute, deliver, and/or be bound by any reasonable or customary supplemental joint order escrow instructions of either party, or other instruments as

may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, then this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. The Close of Escrow shall occur on or before ninety (90) days after the Opening Date, unless extended in writing by the mutual written agreement of the parties ("Closing Date"). In the event the Close of Escrow does not occur ninety (90) days after the Opening Date, Escrow Holder shall deposit the Escrow Deposit and any other funds deposited by Buyer to be used towards the Purchase Price and the Escrow, in an interest bearing account. Any interest accrued in such account shall be applied toward payment of the Purchase Price and any remaining balance shall be returned to Buyer upon the Close of Escrow.

c. Due Diligence Period. Buyer shall have thirty (30) days from the Opening Date ("Due Diligence Period") to inspect the Property and Due Diligence Materials. In the event Buyer finds the Property unsatisfactory for any reason, Buyer at its sole discretion shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its First Escrow Deposit. In the event of a cancellation of Escrow caused by Buyer, Buyer shall pay any Escrow cancellation fees. In addition, Seller shall have the right to terminate this Agreement without cause, prior to the expiration of the Due Diligence Period, provided Seller notifies Buyer in writing prior to such expiration date. After Seller's cancellation, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its First Escrow Deposit.

5. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey good and marketable fee simple title to the Property by the Grant Deed, subject only to the following approved conditions of title ("Approved Condition of Title"):

- a. A lien to secure payment of real estate taxes, not delinquent;
- b. Matters created by or with the written consent of Buyer; and
- c. Exceptions which are disclosed by the Title Report described in Paragraph 7.a.(1) hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 7.a.(2) hereof.

6. Title Policy. Title shall be evidenced by the willingness of the Title Company to issue its ALTA Policy of Title Insurance (“Title Policy”) in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

a. Conditions to Buyer’s Obligations. The Close of Escrow and Buyer’s obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer’s benefit or prior to the dates designated below for the satisfaction of such conditions:

(1) Due Diligence Materials/Title. Within fifteen (15) business days of the Opening Date, Seller will deliver to Buyer copies of the following items, if and to the extent such items are in Seller’s possession (collectively referred to herein as the “Due Diligence Materials”): (i) a Preliminary Title Report dated May 19, 2016, (“Title Report”) for the Property and legible copies of all documents, whether recorded or unrecorded, referred to in the Title Report; and (ii) any and all environmental reports relating to the Property.

(2) Review and Approval of Due Diligence Materials. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, at Buyer’s sole cost and expense, the Due Diligence Materials. Failure of Buyer to give disapproval of the Due Diligence Materials, in a writing delivered by Buyer to Seller on or before the expiration of the Due Diligence Period, shall be deemed to constitute Buyer’s approval of all Due Diligence Materials. If Buyer disapproves or conditionally approves any matters of title shown in the Title Report, then Seller may, within ten (10) days after its receipt of Buyer’s notice of disapproval of the Due Diligence Materials, elect to eliminate or ameliorate to Buyer’s satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer’s satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer’s benefit. If Seller does not elect to eliminate or ameliorate to Buyer’s satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller’s notice, or if, despite its reasonable efforts, Seller is unable to eliminate or ameliorate to Buyer’s satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in Paragraph 14 shall be true and correct in all material respects as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.

(5) Inspections and Studies. Prior to the expiration of the Due Diligence Period, Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove the results of said inspections, investigations, tests and studies in writing on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne solely by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Such right of entry shall also be subject to that certain Right of Entry Agreement executed by Buyer and Seller a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and Seller's Board of Supervisors, directors, officers, shareholders, employees, consultants, representatives, contractors and agents from and against any and all personal injuries, damage to the Property and mechanics' liens, arising out of any such entry by Buyer or its agents, designees, contractors, subcontractors, or representatives onto the Property. From and after the Opening Date, Buyer and Buyer's representatives, agents and designees shall have the right to consult with any party for any purpose relating to the Property. Notwithstanding the foregoing, Buyer shall not be permitted to undertake any intrusive or destructive testing of the Property, including without limitation a "Phase II" environmental assessment, without in each instance first obtaining Seller's written consent, which consent shall not be unreasonably withheld. In conducting any inspections, tests or studies, Buyer and its authorized agents and representatives shall (a) not materially interfere with the operation, use and maintenance of the Property, (b) except for normal damage incidental to studies, inspections, investigations and tests, not damage any part of the Property or any personal property owned or held by any third party, (c) not injure or otherwise cause bodily harm to Seller or any of its respective agents, contractors and

employees or any other third party, (d) promptly pay when due, the cost of all inspections, tests or studies, (e) not permit any liens to attach to the Property by reason of the exercise of their rights under this Paragraph 7.a.(5), (f) restore the Property to the condition in which the same was found before any such inspections, tests or studies were undertaken and, (g) not reveal or disclose any information obtained prior to the Close of Escrow concerning the Property to anyone outside of Buyer or its attorneys, except to the extent required by applicable law or court order. Seller shall be provided an opportunity to have a representative of Seller present during any testing. Prior to any entry onto the Property by Buyer or Buyer's representatives, Buyer shall furnish to Seller a copy of a certificate of insurance or self-insurance evidencing that Seller has been added as an additional insured to Buyer's general policy of liability insurance with the liability limit required in the Right of Entry Agreement (Exhibit "D") in connection with entry onto the Property. If the Close of Escrow does not occur for any reason other than the default of Seller, Buyer agrees to give to Seller copies of reports, studies, investigations or other work product of third party professionals retained by Buyer in connection with Buyer's due diligence activities.

b. Conditions Precedents to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed Seller may waive any or all of such conditions):

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and;

(2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Seller's Nonforeign Affidavit. A Certificate of Nonforeign Status (Seller's Certificate), duly executed by Seller.

b. Grant Deed. The Grant Deed conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form, substantially similar to Exhibit C. Upon receiving said executed Grant Deed, Escrow Holder is instructed to forward a copy of Grant Deed to Buyer so that an original Certificate of Acceptance can be attached.

9. Deposits by Buyer. At least five (5) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Funds. The funds which are to be applied toward the payment of the Purchase Price in the amounts and at the times designated in Paragraph 3 above.

b. Certificate of Acceptance to Grant Deed. An original Certificate of Acceptance, acknowledged and in recordable form, substantially similar to Exhibit C.

10. Costs and Expenses. The cost and expense of the Title Policy attributable to ALTA coverage, plus the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes, if any, payable in connection with the recordation of the Grant Deed. The amount of such transfer taxes shall not be posted on the Grant Deed, but shall be supplied by separate affidavit. Buyer shall pay the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges. Except as otherwise provided herein, each party shall be responsible for their respective legal fees and costs in connection with this transaction. All other costs and expenses shall be allocated as provided in this Paragraph 10.

11. Prorations. For purposes of calculating proration, Buyer shall be deemed to own fee title to the Property (and therefore entitled to all revenue therefrom and responsible for expenses thereon) commencing on the date the Close of Escrow occurs. All proration will occur on the date of the Close of Escrow based on a thirty (30) day month. The obligations of the parties pursuant to this Paragraph 11 shall survive the Close of Escrow and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

12. Taxes. Seller is responsible for all real and personal property taxes and assessments accruing on the Property before the Close of Escrow. Buyer is responsible for all real and personal property taxes and assessments accruing on the Property on and after the Close of Escrow.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California ("Official Records"). Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Deed, but to supply same by separate affidavit.

c. Funds. From funds deposited by Buyer with Escrow Holder, disburse the balance of the Purchase Price, after deduction for all items chargeable to the account of Buyer, to Seller; and disburse funds for all items chargeable to the account of Seller in payment of such costs from funds deposited by Seller over and above the Purchase Price; and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate, executed by Seller, and, when issued, the Title Policy, to Buyer.

e. Documents to Seller. Deliver, when issued, the Title Policy, to Seller.

f. Reporting Person. Buyer and Seller hereby acknowledge and agree that the Escrow Holder is designated as the "Reporting Person" for the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Internal Revenue Code.

14. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's actual knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. To the best of Seller's actual knowledge, no consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

d. Violations of Law. To the best of Seller's actual knowledge, Seller has not received written notice of any outstanding violations, past or present, of any governmental laws, ordinances, rules, requirements or regulations of any governmental agency, body or subdivision thereof bearing on the Property, and Seller has no actual knowledge or reason to have knowledge of any condition which constitutes such a violation.

e. Condemnation. There are no pending, or, to the best of Seller's actual knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.



f. Compliance with Law. To the best of Seller's actual knowledge, all laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

g. Agreements. To the best of Seller's actual knowledge, there are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Title Report, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's actual knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with Paragraph 7.a hereof is true and correct.

i. Occupancy Agreements. To the best of Seller's actual knowledge, there are no written leases, written subleases, occupancies or tenancies in effect pertaining to the Property, and Seller has no actual knowledge of any oral agreements with anyone, with respect to the occupancy of the Property.

j. Hazardous Substances. To the best of Seller's actual knowledge no Hazardous Substances (defined below) exist now or have been used or stored on any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property in compliance with all applicable Environmental Laws (defined below).

k. Buyer's Knowledge. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no liability, obligation or responsibility of any kind to Buyer or any party claiming by, under or through Buyer with respect to any of the representations and warranties contained in Paragraphs 14.a through 14.j above if, prior to the Closing, Buyer has knowledge from any source prior to the Closing (including the Due Diligence Materials or any documents provided to Buyer by any third party) that contradicts any of the foregoing representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and Buyer nevertheless consummates the transaction contemplated by this Agreement.

l. Maximum Liability to Seller. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller's aggregate liability for any and all breaches of its representations and warranties herein prior to the Closing exceed \$480.00 if the Closing shall have occurred. This Paragraph 14.l shall not be applicable to a default by Seller prior to the Closing, such pre-closing default being governed by Paragraph 21.b hereof.

Seller's representations and warranties made in this Paragraph 14 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

The term, "Hazardous Substance(s)" used herein shall mean any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any Environmental Law.

The term, "Environmental Law(s)" used herein shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

15. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer, and no other action is requisite to the execution and delivery of this Agreement by Buyer.

b. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and is, or, as to all documents to be executed by Buyer at the Close of Escrow, will be, legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

c. Buyer's representations and warranties made in this Paragraph 15 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Buyer in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

16. Reserved

17. HOLD HARMLESS/INDEMNIFICATION. Buyer shall indemnify and hold harmless Seller, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts of Buyer its officers, employees,

subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Buyer, its officers, employees, subcontractors, agents or representatives Indemnities from this Agreement. Buyer shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Buyer, Buyer shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Seller; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Buyer's indemnification to Indemnitees as set forth herein. Buyer's obligation hereunder shall be satisfied when Buyer has provided to Seller the appropriate form of dismissal relieving Seller and the Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Buyer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Buyer from indemnifying the Indemnitees to the fullest extent allowed by law.

18. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

a. Terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except those which expressly survive the termination of this Agreement, or

b. Continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding which accrue or are otherwise payable to Seller.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by the United States post office, or (c) if given by facsimile, when sent. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Buyer: Mr. Salvador Hernandez  
PO Box 398  
Thermal, CA 92274  
Phone: (760) 289-8306

To Seller: County of Riverside, Economic Development Agency  
Real Estate Division  
Attn: Yolanda King  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

20. Assignment. Buyer shall not be entitled to assign this Agreement without the prior written consent of Seller, which consent may be withheld, conditioned or delayed in Seller's sole and absolute discretion.

21. Legal and Equitable Enforcement of this Agreement.

a. Default. In the event of a default under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) business days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subparagraph (b) below.

b. Remedies.

(1) Default by Seller. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur by reason of any uncured default by Seller, Buyer shall be entitled to terminate this Agreement in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Buyer shall be entitled to the return of the First Deposit and the Closing Funds (if deposited with Escrow). Buyer hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Seller as a result of any uncured default by Seller under this Agreement.

(2) Default By Buyer. IN THE EVENT THE CLOSE OF ESCROW AND THE ACQUISITION OF THE PROPERTY BY BUYER DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF AN UNCURED DEFAULT OF BUYER AFTER NOTICE AND OPPORTUNITY TO CURE, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY

DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), THE FIRST ESCROW DEPOSIT IN THE AMOUNT OF (\$480.00) THE RETURN TO SELLER OF THE ESCROW DEPOSIT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NOTHING HEREIN SHALL BE DEEMED TO LIMIT OR OTHERWISE AFFECT BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

SH  
Buyer's Initials

\_\_\_\_\_  
Seller's Initials

c. Waiver of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

22. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone

(Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively called the "Natural Hazard Matters"). Seller has engaged or will engage the services of a third-party (who, in such capacity, is herein called the "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6a (as amended) and to report the result of its examination to Buyer and Seller in writing.

23. AS-IS Condition of Property.

a. AS-IS. Buyer specifically acknowledges, represents and warrants that prior to Close of Escrow, Buyer and its agents and representatives will have thoroughly inspected the Property and observed the physical characteristics and condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Buyer further acknowledges and agrees that Buyer is purchasing the Property subject to all applicable laws, rules, regulations, codes, ordinances and orders. By Buyer purchasing the Property and upon the occurrence of the Close of Escrow, Buyer waives any and all right or ability to make a claim of any kind or nature against Seller, and each of its Board of Supervisors, commissioners, directors, officers, employees, representatives, Property managers, asset managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively "Releasees") for any and all deficiencies or defects in the physical characteristics and condition of the Property which would be disclosed by such inspection and expressly agrees to acquire the Property with any and all of such deficiencies and defects and subject to all matters disclosed by Seller herein or in any separate writing with respect to the Property. Buyer further acknowledges and agrees that except for any representations expressly made by Seller in Paragraph 14 of this Agreement neither Seller or any of Seller's Board of Supervisors, employees, agents or representatives have made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property, the condition of the Property, the size of the Property, the size of the Improvements (including without limitation, any discrepancies in square footage, the present use of the Property or the suitability of Buyer's intended use of the Property. Buyer hereby acknowledges, agrees and represents that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Any and all information and documents furnished to Buyer by or on behalf of Seller relating to the Property shall be deemed furnished to Buyer without any warranty of any kind from or on behalf of Seller. Buyer hereby represents and warrants to Seller that Buyer has performed an independent inspection and investigation of the Property and has also investigated and has knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject. Buyer further represents that, except for any representations expressly made by Seller in Paragraph 14 of this Agreement, it shall acquire the Property solely upon the basis of its independent inspection and investigation of the Property, including without limitation, (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or

physical condition of the Property or any aspect or portion thereof, including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and groundwater, or whether the Property lies within a special flood hazard area, an area of potential flooding, a very high fire hazard severity zone, a wildland fire area, an earthquake fault zone or a seismic hazard zone, (ii) the dimensions or lot size of Property or the square footage of the Improvements thereon or of any tenant space therein, (iii) the development or income potential, or rights of or relating to, the Property or its use, habitability, merchantability, or fitness, or the suitability, value or adequacy of such Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity (including, without limitation, the American with Disabilities Act), (vi) the ability of Buyer to obtain any necessary governmental approvals, licenses or permits for Buyer's intended use or development of the Property, (vii) the quality of any labor and materials used in any Improvements, or (viii) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of the Property.

b. No Obligation to Repair. Any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer.

c. No Merger. The provisions of this Paragraph 23 shall survive the Close of Escrow and shall not be deemed merged into any instrument or conveyance delivered at the Close of Escrow.

24. Miscellaneous.

a. Compliance with Laws. Buyer shall comply with all applicable Federal, State and local laws and regulations. Buyer will comply with all applicable County of Riverside and Seller policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Buyer shall comply with the more restrictive law or regulation.

b. Effective Date. The effective date of this Agreement shall be the date this Agreement is executed by Seller ("Effective Date").

c. Administration/Agreement Liaison. The Deputy County Executive Officer of Seller, or designee, shall implement and administer this Agreement on behalf of Seller.

d. Nonliability of Seller Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the Buyer, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may

become due to the Buyer or to its successor, or on any obligations under the terms of this Agreement.

e. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

f. Required Actions of Buyer and Seller; Further Assurances. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

g. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

i. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

j. Broker. Buyer and Seller each represent and warrant to the other party that neither has dealt with or engaged a broker in connection with this transaction. Buyer agrees to indemnify and save harmless Seller from and against all claims, costs, liabilities and expenses (including court costs and reasonable attorney's fees) incurred by the Seller as a result of a breach of this representation.

k. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

l. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

m. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

n. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.



o. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

p. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

q. Entire Agreement. This Agreement, including any attachments or exhibits, supersedes any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

r. Successors and Assigns; Binding Effect. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

s. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

t. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

u. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than seller and buyer according to the provisions contained herein, or cause Seller to be responsible in any way for the debts or obligations of Borrower, or any other party.

25. Use Restrictions. The parties hereto acknowledge and agree that the covenants, conditions and restrictions set forth in the Grant Deed attached hereto as Exhibit C (collectively, "Covenants") are an integral part of this Agreement, and that Seller would not have agreed to sell the Property if such Covenants were not included in said Grant Deed. The parties acknowledge and agree that the Covenants are reasonably related to one or more legitimate objectives of the Seller. Buyer, on behalf of itself, its successors and assigns, agrees to abide by said Covenants, and to include said Covenants, or a reference to the Covenants set forth in the recorded Grant Deed, in all deeds executed by Buyer, its successors and assigns.

[Remainder of page intentionally blank]

[Signatures on following page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED AND EXECUTED BY THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE.

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


**SELLER:**

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE, a public body,  
corporate and politic

By: \_\_\_\_\_  
John Benoit, Chairman  
Board of Commissioners

**BUYER:**

SALVADOR HERNANDEZ, a married man as his  
sole and separate property

By:  \_\_\_\_\_  
Salvador Hernandez

Dated: \_\_\_\_\_

Dated: 6-7-16

ATTEST:  
KECIA HARPER-IHEM

Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown,  
Deputy County Counsel

**Acceptance by Escrow Holder:**

**Lawyers Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow.**

**Dated:** \_\_\_\_\_

**Lawyers Title Company**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

## EXHIBIT "A"

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

**Lots 31 and 32 in Block "B" of Thermal, in the County of Riverside, State of California, as shown by Map on file in Book 4, Page 69 of Maps, in the Office of the County recorder of said County.**

***Assessor's Parcel No: 757-042-008***

EXHIBIT B  
PROPERTY MAP

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN HEREON. THE USER MAY NOT COMPLY WITH LOCAL, DISTRICT OR BUILDING SITE ORDINANCES.

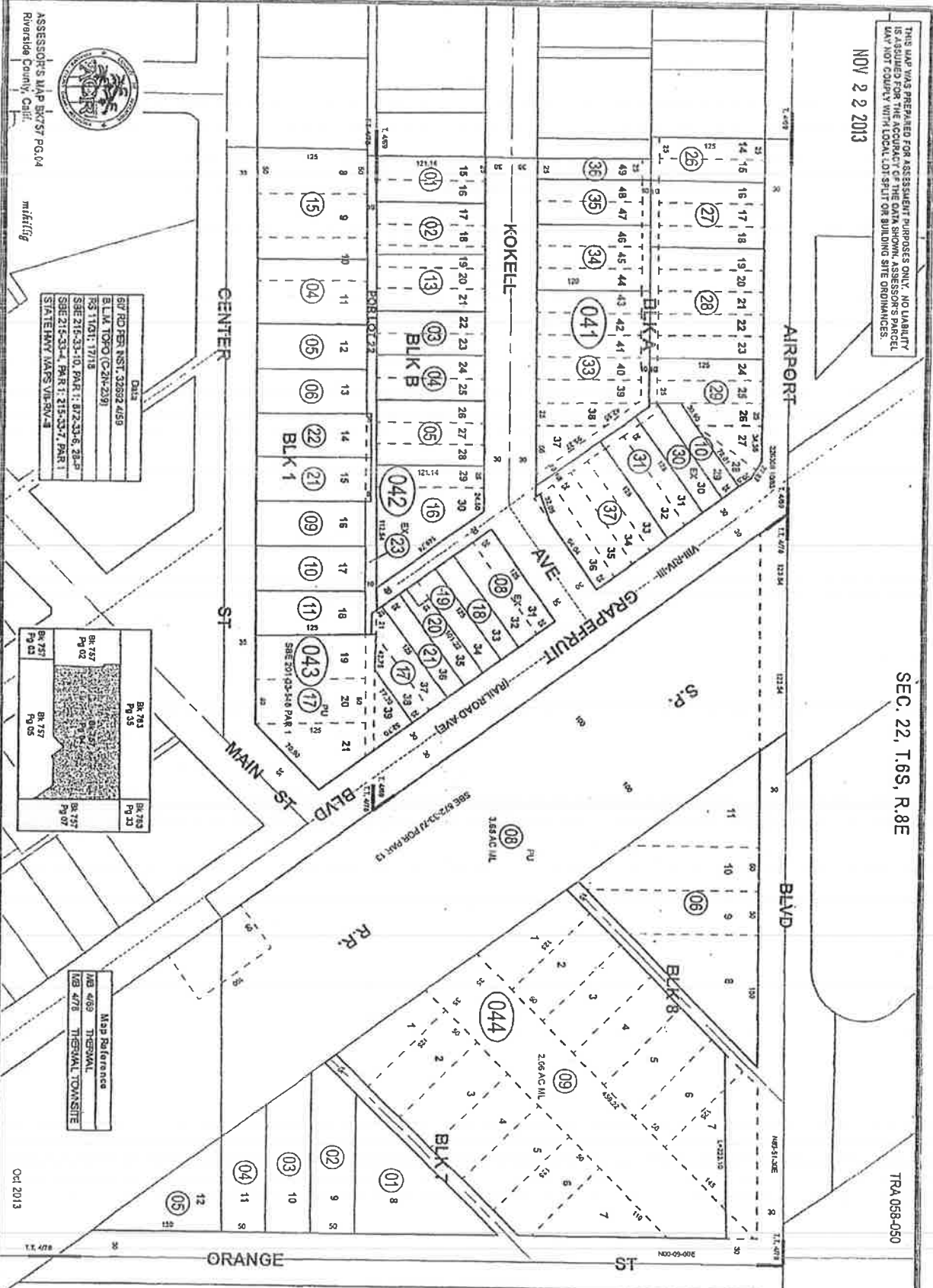
NOV 2 2 2013

SEC. 22, T.6S, R.8E

T.6S, R.8E

757-04

25-41



ASSESSOR'S MAP BY ST PGUA  
Riverside County, Calif.



DATA  
BY HD PER N51. 32892 4159  
B.L.M. T.O.R.O. (C.24-28)  
RS T.O.R. 1718  
SEE 216-33-10, PAR 1; 072-346, 28-2  
SEE 216-33-10, PAR 1; 072-346, 28-2  
STATE HIGHWAY MAPS, VII, DIV. 4

Map Reference  
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Class	Old Number	New Number
001	041-301-302	041-301
002	041-303	041-303
003	041-304	041-304
004	041-305	041-305
005	041-306	041-306
006	041-307	041-307
007	041-308	041-308
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009	041-310	041-310
010	041-311	041-311
011	041-312	041-312
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017	041-318	041-318
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019	041-320	041-320
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021	041-322	041-322
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023	041-324	041-324
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**Legend**

- Col Lines
- Right-of-Way
- Old Lot Lines
- Revised Lot Lines
- Other Encumbrances
- Other Area
- Subdivision To Be Made

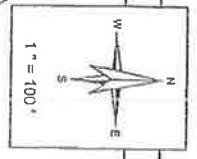




EXHIBIT C  
GRANT DEED

Recorded at request of and return to:  
County of Riverside  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501

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

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

PROJECT: LRPMP  
APN: 757-042-008

### GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency for the County of Riverside, a public body, corporate and politic ("Grantor") hereby grants to Salvador Hernandez, a married man as his sole and separate property, the real property in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records ("Property").

1. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees of the Property. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.

2. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Grantee, its successors and assigns

shall refrain from restricting the rental, sale or lease of the Property on the basis of the race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees in the premises herein leased. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and

paragraph (l) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees of the land. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.”

3. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title.

4. Every covenant and condition and restriction contained in this Grant Deed shall remain in effect in perpetuity.

5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Grantor, and such covenants shall run in favor of Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

6. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

Successor Agency to the Redevelopment  
Agency to the County of Riverside, a public  
body, corporate and politic

By: \_\_\_\_\_  
Alex Gann,  
Deputy County Executive Officer

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown,  
Deputy County Counsel

**RESTRICTED APPRAISAL REPORT**

The land value of approximately 25 properties encompassing 53 assessor parcel numbers and representing a total of approximately 37.22 acres of mostly vacant land located in Riverside County, California (Please see attached properties list)

**PREPARED FOR:**

Ms. Monica Tlaxcala  
Real Property Agent  
Real Estate Division  
County Of Riverside - Economic Development Agency  
on behalf of the Successor Agency to the  
Redevelopment Agency for the County of Riverside  
3403 10th Street, Suite 400  
Riverside, CA 92501

**PREPARED BY:**

**Michael J. Francis, MAI**  
P.O. Box 11808  
Newport Beach, CA 92658

**VALUATION DATE**

May 16, 2016

**DATE PREPARED**

May 18, 2016

**MICHAEL J. FRANCIS, MAI**  
Real Estate Appraiser and Consultant

May 18, 2016

Ms. Monica Tlaxcala  
Real Property Agent  
Real Estate Division  
County Of Riverside - Economic Development Agency  
on behalf of the Successor Agency to the  
Redevelopment Agency for the County of Riverside  
3403 10th Street, Suite 400  
Riverside, CA 92501

RE: The land value of approximately 25 properties encompassing 53 assessor parcel numbers and representing a total of approximately 37.22 acres of mostly vacant land located in Riverside County, California (Please see attached properties list)

Dear Ms. Tlaxcala,

Pursuant to your request and authorization, I have conducted the investigations and analyses necessary to form an opinion of the above referenced value of the subject properties. As you are aware, I have previously performed a Restricted Appraisal Report on the above referenced properties (36 in total) for your office in May 2015. In this Restricted Appraisal Report I have appraised only subject property # 1, 8 thru 12, 14 thru 28 and 32 through 35 (I have not appraised in this report property # 2 through 7, 13, 29, 30, 31 and 36). Factors involving some of the subject properties which I had not taken into consideration last year but I have now considered in this report are summarized in the following paragraph.

With respect to subject property # 10 (Mecca Comfort Station), there will be a lot line adjustment and I have appraised this property reflecting this lot line adjustment and the subsequent new acreage of the property. With respect to subject property # 11 (Mecca Fire Station Surplus Property), I have valued the land and property improvements (i.e. - Post Office building) which entailed analyzing value impact of the post office lease and valuing the excess land on the property. With respect to subject property # 20 (SR 60 / Valley Interchange) and subject property # 21 (Rubidoux Village), I have valued the billboard lease on each of the properties in addition to the land. With respect to property # 26 (Hemet Ryan Vicinity), I have valued this property after considering the value impact of the flood easement on this property.

P.O. Box 11808, Newport Beach, CA 92658  
Tel: (949) 306-3388 \* Fax: (949) 528-1300 \* Email: mfrancismai@aol.com

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements as set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). It contains statements relating to my opinion as to the highest and best use of the subject properties, my estimate of market value for the subject properties, as well as other report information as required under USPAP. Please note that USPAP requires that I inform you that as a restricted report, there is a use restriction that limits reliance on the report to you, my client and furthermore please be warned that this report cannot be understood properly without additional information in my work files.

Based upon the investigations conducted, analyses made, and on my experience as a real estate analyst and appraiser, I have formed the opinion that as of May 16, 2016, and subject to the Assumptions and Limiting Conditions set forth in the report which follows, the market value of the subject properties are shown on the following pages. Please note that all or a portion of property # 11, 20 and 21 are currently leased and, therefore, the estimated values for these properties reflect the market value of the Leased Fee Estate. All of the other subject properties are reportedly unencumbered by a lease and, therefore, the estimated values for these properties reflect the market value of the Fee Simple Estate.



### Subject Property Summary List with Estimates of Market Value

Original Property No.	APN No. (count)	Permissible Use Detail	Address	APN #	Approx. Lot Size (acres)	Approx. Lot Size (Sq. Ft.)	Current Zoning	Estimate of Current Market Value / SF	Estimate of Current Market Value
1	1	Lakeland Village Property	18641 Grand Ave Lakeland Village	371-210-028	2.66	115,870	R-R (Rural Residential)	\$2.10	\$243,327
8	2	Future Oasis Fire Station Property	Harrison St, Mecca	749-160-012	3.08	134,165	A-1-10 (Light Agriculture)	\$0.95	\$127,457
9	3	Mecca Triangle Park	Hammond Rd, Mecca	727-184-036	0.22	9,583	C-P-S (Scenic Highway Commercial)	\$4.50	\$43,124
10	4	Mecca Comfort Station	2nd St/66th Ave Mecca	727-193-047	0.19	8,276	C-P-S	\$3.90	\$32,276
10	5	Mecca Comfort Station	2nd St/66th Ave Mecca	727-193-013	0.08	3,626	C-P-S	\$3.90	\$14,141
10	6	Mecca Comfort Station	2nd St/66th Ave Mecca	727-193-046	0.24	10,454	C-P-S	\$3.90	\$40,771
10	7	Mecca Comfort Station	2nd St/66th Ave Mecca	727-193-038	0.07	2,909	C-P-S	\$3.90	\$11,345
				<b>Property 10 Totals:</b>	<b>0.58</b>	<b>25,265</b>		<b>\$3.90</b>	<b>\$98,534</b>
11	8	Mecca Fire Station Surplus Property	2nd St, Mecca	727-193-027	0.15	6,548	C-P-S	\$3.90	\$25,537
11	9	Mecca Fire Station Surplus Property	91307 2nd St, Mecca	727-193-028	0.14	6,073	C-P-S	\$3.90	\$23,685
11	10	Mecca Fire Station Surplus Property	91279 2nd St, Mecca	727-193-041	0.59	25,700	C-P-S	\$3.90	\$100,230
11		NPV of Post Office Lease on Mecca Fire Station Surplus Property	91307 2nd St, Mecca						\$31,000
				<b>Property 11 Totals:</b>	<b>0.88</b>	<b>38,321</b>		<b>\$4.71</b>	<b>\$180,452</b>
12	11	Mecca Roundabout Surplus Property	4th St/Hammond Rd Mecca	727-161-025	0.06	2,614	C-P-S	\$2.40	\$6,274
12	12	Mecca Roundabout Surplus Property	4th St/Hammond Rd Mecca	727-161-026	0.04	1,742	C-P-S	\$2.40	\$4,181
12	13	Mecca Roundabout Surplus Property	4th St/Hammond Rd Mecca	727-161-028	0.09	3,920	C-P-S	\$2.40	\$9,408
12	14	Mecca Roundabout Surplus Property	4th St/Hammond Rd Mecca	727-161-027	0.01	436	C-P-S	\$2.40	\$1,046
12	15	Mecca Roundabout Surplus Property	4th St/Hammond Rd Mecca	727-161-030	0.19	8,276	C-P-S	\$2.40	\$19,862
				<b>Property 12 Totals:</b>	<b>0.39</b>	<b>16,988</b>		<b>\$2.40</b>	<b>\$40,771</b>
14	16	"A" Street Surplus Property	Harvill Ave, Perris	317-270-014	0.61	26,572	M-H	\$3.50	\$93,002
15	17	University Research Park	1400 Research Park Dr Riverside	257-030-014	4.32	188,179	BMP (Business Manufacturing)	\$7.25	\$1,364,298
15	18	University Research Park	532 Technology Dr Riverside	257-030-012	3.15	137,214	BMP (Business Manufacturing)	\$7.25	\$994,802
				<b>Property 15 Totals:</b>	<b>7.47</b>	<b>325,393</b>		<b>\$7.25</b>	<b>\$2,359,099</b>
16	19	Home Gardens Surplus Property	Magnolia Ave Home Gardens	135-022-003	0.22	9,583	C-1/C-P (General Commercial)	\$10.50	\$100,622
16	20	Home Gardens Surplus Property	Magnolia Ave Home Gardens	135-022-028	0.05	2,178	R-1 (One Family Dwelling)	\$10.50	\$22,869
16	21	Home Gardens Surplus Property	Magnolia Ave Home Gardens	135-022-030	0.21	9,148	C-1/C-P (General Commercial)	\$10.50	\$96,054

**Subject Property Summary List with Estimates of Market Value**

Original Property No.	APN No. (count)	Permissible Use Detail	Address	APN #	Approx. Lot Size (acres)	Approx. Lot Size (Sq. Ft.)	Current Zoning	Estimate of Current Market Value / SF	Estimate of Current Market Value
				<b>Property 16 Totals:</b>	<b>0.48</b>	<b>20,909</b>		<b>\$10.50</b>	<b>\$219,545</b>
17	22	Vernola Park/Wineville Realignment Surplus Property	Wineville Rd Jurupa Valley	156-340-049	0.19	8,276	M-SC (Manufacturing Service)	\$9.00	\$74,484
18	23	Mission Boulevard/Arora Commercial Property	5435 Mission Blvd Jurupa Valley	179-222-010	0.12	5,227	R-VC (Rubidoux Village)	\$5.10	\$26,658
18	24	Mission Boulevard/Arora Commercial Property	3762 Arora St Jurupa Valley	179-203-027	0.19	8,170	R-VC (Rubidoux Village)	\$5.10	\$41,667
				<b>Property 18 Totals:</b>	<b>0.31</b>	<b>13,397</b>		<b>\$5.10</b>	<b>\$68,325</b>
19	25	Mission Boulevard/Packard Commercial Property	5533 Mission Blvd Jurupa Valley	179-211-004	0.09	3,753	R-VC (Rubidoux Village)	\$8.25	\$30,962
20	26	SR 60/Valley Interchange Surplus Property	Mission Blvd Jurupa Valley	174-150-022	4.22	183,823	A-1 (Light Agriculture)	\$6.20	\$1,139,703
20		NPV of Billboard Lease on SR 60/Valley Interchange Surplus	Mission Blvd Jurupa Valley	174-150-022					\$24,200
				<b>Property 20 Totals:</b>	<b>4.22</b>	<b>183,823</b>		<b>\$6.33</b>	<b>\$1,163,903</b>
21	27	Rubidoux Village Commercial Property	5362 37th St Jurupa Valley	179-260-017	0.17	7,232	R-VC East (Rubidoux village)	\$4.75	\$34,352
21	28	Rubidoux Village Commercial Property	5358 37th St Jurupa Valley	179-260-018	0.17	7,205	R-VC East (Rubidoux village)	\$4.75	\$34,224
21	29	Rubidoux Village Commercial Property	37th St Jurupa Valley	179-260-019	0.17	7,477	R-VC East (Rubidoux village)	\$4.75	\$35,516
21	30	Rubidoux Village Commercial Property	5348 37th St Jurupa Valley	179-260-020	0.13	5,500	R-VC East (Rubidoux village)	\$4.75	\$26,125
21	31	Rubidoux Village Commercial Property	5357 Mission Blvd Jurupa Valley	179-260-008	0.13	5,706	R-VC East (Rubidoux village)	\$4.75	\$27,104
21	32	Rubidoux Village Commercial Property	5393 Mission Blvd Jurupa Valley	179-260-046	1.26	54,886	R-VC East (Rubidoux village)	\$6.00	\$329,316
21		NPV of Billboard Lease on Rubidoux Village Commercial Property							\$1,900
				<b>Property 21 Total:</b>	<b>2.02</b>	<b>88,006</b>		<b>\$5.55</b>	<b>\$488,536</b>
22	33	Rubidoux Health Clinic Surplus Property	5256 Mission Blvd Jurupa Valley	181-120-015	0.38	16,553	R-VC East (Rubidoux village)	\$5.75	\$95,180
23	34	Mission Boulevard/Daly Commercial Property	5292 Mission Blvd Jurupa Valley	181-120-014	0.62	27,007	R-VC Center (Rubidoux Village)	\$6.00	\$162,042
23	35	Mission Boulevard/Daly Commercial Property	Daly Ave Jurupa Valley	181-120-017	0.01	436	R-VC East (Rubidoux village)	\$6.00	\$2,616
				<b>Property 23 Totals:</b>	<b>0.63</b>	<b>27,443</b>		<b>\$6.00</b>	<b>\$164,658</b>
24	36	Mission Boulevard/Fort Commercial Property	5538 Mission Blvd Jurupa Valley	181-061-002	0.06	2,750	R-VC East (Rubidoux village)	\$7.25	\$19,938
25	37	Valley Way/Armstrong Road Surplus Property	3644 Valley Way Riverside	177-091-002	0.15	6,534	C-1/C-P (General Commercial)	\$5.25	\$34,304
26	38	Hemet Ryan Vicinity Commercial Property	Stetson Ave Hemet	456-020-010	4.17	181,645	M-2 (Heavy Manufacturing)	\$2.32	\$422,023
27	39	Thermal Street Improvement Surplus Property	Church St/Dale St Thermal	757-052-015	0.16	6,970	R-3-4000 (General Residential)	\$2.75	\$19,168
27	40	Thermal Street Improvement Surplus Property	Church St/Dale St Thermal	757-052-016	0.24	10,454	R-3-4000 (General Residential)	\$2.75	\$28,749
27	41	Thermal Street Improvement Surplus Property	Church St/Dale St Thermal	757-052-014	0.15	6,534	R-3-4000 (General Residential)	\$2.75	\$17,969

**Subject Property Summary List with Estimates of Market Value**

Original Property No.	APN No. (count)	Permissible Use Detail	Address	APN #	Approx. Lot Size (acres)	Approx. Lot Size (Sq. Ft.)	Current Zoning	Estimate of Current Market Value / SF	Estimate of Current Market Value
27	42	Thermal Street Improvement Surplus Property	Church St/Date St Thermal	757-052-017	0.09	3,920	R-3-4000 (General Residential)	\$2.75	\$10,780
27	43	Thermal Street Improvement Surplus Property	Church St/Date St Thermal	757-052-013	0.13	5,663	R-3-4000 (General Residential)	\$2.75	\$15,573
27	44	Thermal Street Improvement Surplus Property	Church St/Date St Thermal	757-052-010	0.01	436	R-3-4000 (General Residential)	\$2.75	\$1,199
				<b>Property 27 Totals:</b>	<b>0.78</b>	<b>33,977</b>		<b>\$2.75</b>	<b>\$93,437</b>
28	45	Thermal Commercial Property	Main St/Market St Thermal	757-054-018	0.20	8,712	C-P-S (Scenic Highway Commercial)	\$3.90	\$33,977
28	46	Thermal Commercial Property	Main St/Market St Thermal	757-054-019	0.01	436	C-P-S (Scenic Highway Commercial)	\$3.90	\$1,700
28	47	Thermal Commercial Property	56105 Hwy 111 Thermal	757-042-008	0.14	6,098	C-P-S (Scenic Highway Commercial)	\$4.90	\$29,880
28	48	Thermal Commercial Property	56027 Hwy 111 Thermal	757-041-030	0.08	3,485	C-P-S (Scenic Highway Commercial)	\$3.75	\$13,069
				<b>Property 28 Totals:</b>	<b>0.43</b>	<b>18,731</b>		<b>\$4.20</b>	<b>\$78,626</b>
32	49	Cabazon/Ramona Commercial Property	50052 Ramona St Cabazon	526-021-006	0.59	25,700	C-P-S (Scenic Highway Commercial)	\$0.95	\$24,415
32	50	Cabazon/Ramona Commercial Property	Ramona St, Cabazon	526-021-007	0.29	12,632	C-P-S (Scenic Highway Commercial)	\$0.95	\$12,000
				<b>Property 32 Totals:</b>	<b>0.88</b>	<b>38,332</b>		<b>\$0.95</b>	<b>\$36,415</b>
33	51	Cabazon Sewer Project	Elm St, Cabazon	525-150-012	3.44	149,846	R-A-5 (Residential Agriculture)	\$0.30	\$44,954
34	52	Romoland Property	Briggs Road, Menifee	333-170-013	2.10	91,476	R-R (Rural Residential)	\$1.50	\$137,214
35	53	Hwy 74 Surplus Property	Hwy 74/Sherman Rd Menifee	329-030-011	1.00	43,560	C-P-S (Scenic Highway Commercial)	\$6.75	\$294,030
		<b>Grand Totals:</b>			<b>37.22</b>	<b>1,621,168</b>		<b>\$4.10</b>	<b>\$6,652,297</b>

**NOTE:**

- 1) There are a total of 25 subject properties, many of which contain multiple APNs. The rows have been colored to visually help separate the properties.
- 2) The total figures (ie.- total acreage, total SF, \$/SF and total property value estimate) for each of the 25 subject properties are shown above in bold.
- 3) The Grand Total shows the overall average estimated market value per SF (ie.- for all 25 subject properties).
- 4) With respect to APNs that are adjacent to each other, the estimated value of these APNs assumed that they are sold together as a single property.
- 5) Subject property # 11, 20 and 21 are encumbered by a lease and, therefore, the above values for these properties reflect the estimated value of the Leased Fee Estate. All of the other above values for the subject properties reflect the estimated market value of the Fee Simple Estate, since they are all reportedly unencumbered by leases.

The narrative report which follows sets forth the data and analysis upon which my opinion of value is, in part, predicated.

Respectfully submitted,

A handwritten signature in cursive script that reads "Michael J. Francis". The signature is written in black ink and is positioned above the typed name and certification information.

Michael J. Francis, MAI  
CA State Cert. No.: AG002243

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**ADDENDA**

- Qualifications of the Appraiser

## CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional, analyses, opinions, and conclusions.
- I have no present or prospective interest in the properties that is the subject of this report and I have no personal interest with respect to the parties involved.
- I have no bias with respect to any properties that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the properties that is the subject of this report.
- I have performed no services, as an appraiser or in any other capacity, regarding the properties that is the subject of this report within a three year period immediately preceding acceptance of this assignment.
- No one provided significant real properties appraisal assistance to the person signing this report as stated herein.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.

Respectfully submitted,



Michael J. Francis, MAI  
CA State Cert. No.: AG002243

## **Assumptions and Limiting Conditions**

The analyses and opinions set forth in this appraisal are subject to the following assumptions and limiting conditions:

### **General Assumptions and Limiting Conditions**

This Restricted Appraisal Report that is intended to comply with the reporting requirements as set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). It contains statements relating to my opinion as to the highest and best use of the subject properties, my estimate of market value for the subject properties, as well as other report information as required under USPAP. Please note that USPAP requires that I inform you that as a restricted report, there is a use restriction that limits reliance on the report to you, my client and furthermore please be warned that this report cannot be understood properly without additional information in my work files.

I reserve the right to change the value conclusion set forth within should additional information be made available or uncovered by your appraiser that was not previously available for my review and analysis as of the effective date of this appraisal.

Information contained in this appraisal has been gathered from sources which are believed to be reliable, and, where feasible, has been verified. No responsibility is assumed for the accuracy of information supplied by others.

I assume no responsibility for economic or physical factors which may affect the opinions herein stated which may occur at some date after the date of value.

The properties is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.

Maps, plats and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the appraisal. They should not be considered as surveys nor relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from this report.

Your appraiser has inspected the subject properties as far as possible by observation; however, it was impossible to personally inspect below ground conditions; therefore, no representation is made as to these matters unless specifically indicated within this appraisal.

Your appraiser shall not be required, by reason of this appraisal, to give testimony or to be in attendance in court or any governmental or other hearing with reference to the properties without prior arrangements having first been made relative to such additional employment.

I am a member of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member to control the use and distribution of each appraisal signed by such member. Therefore, except as hereinafter provided, the party for whom this appraisal was prepared may distribute copies of this appraisal, in its entirety, to such third parties as may be selected by the party for whom this appraisal was prepared; however, selected portions of this appraisal shall not be given to third parties without the prior written consent of the signatories of this appraisal. Further, neither all nor part of this appraisal shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal.