

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



ITEM
3.10
(ID # 5455)

MEETING DATE:

Tuesday, December 5, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-209, Authorization to Purchase Real Property in the City of Blythe, County of Riverside, California, CEQA Exempt, District 4, [\$34,030]; Waste Resource Funds - 100% (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the project is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15378(c) and 15061(b)(3);
2. Adopt Resolution No. 2017-209, Authorization to Purchase Real Property located in the City of Blythe, County of Riverside, California State of California, with Assessor's Parcel Number 812-340-002;
3. Approve Agreement of Purchase and Sale and Joint Escrow Instructions between the Granite Construction Company, and the County of Riverside and authorize the Chairman of the Board of Supervisors to execute said Agreement;

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA

11/7/2017

Hans Kemkamp, General Manager - Chief Engineer

11/16/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 5, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete the transaction;
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$17,530 for due diligence and staff expenses; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of the approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 34,030	\$ 0	\$ 34,030	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Waste Resource Enterprise Funds			Budget Adjustment: No	
			For Fiscal Year: 2017/18	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary:

The Real Estate Division of the Economic Development Agency (EDA) has negotiated the acquisition of vacant land located in the City of Blythe, identified by Assessor's Parcel Number 812-340-002 (Property) and on behalf of the Riverside County Department of Waste Resources (WR) for a purchase price of \$16,500. The subject property is directly adjacent to the Blythe Landfill and consists of approximately 30 acres of vacant land. In 1992 WR constructed a groundwater monitoring well (BG-3) on the Property, but could not secure the necessary legal access. The proposed purchase will alleviate any encroachment caused by WR for accessing the groundwater monitoring well and will also provide additional land that can help accommodate the future construction of a drainage system and a waste cover system.

The owner of the Property, Granite Construction Company (Granite) presented a Letter of Intent to EDA outlining the terms of a potential acquisition by the County and those terms were negotiated and reflected on the attached Purchase and Sale Agreement (Agreement). In addition to the purchase price, WR shall be responsible for all closing costs associated with the acquisition. The closing date shall be no later than forty-five calendar days after the date of approval of the Agreement by the Board of Supervisors for the County of Riverside (Effective Date) except as mutually extended. The Property is being sold in "as-is" condition, with no warranties by Granite.

Pursuant to Government Code 25350, no purchase of real property, including any water right or other interest therein, of which the purchase price is in excess of the dollar limit established by ordinance adopted pursuant to Section 25350.60, or, if no ordinance is adopted, in excess of fifty thousand dollars (\$50,000), shall be made unless a notice of the intention of the board of supervisors is adopted and published. The acquisition is well below

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

the \$50,000 threshold to necessitate a notice of intention.

The Purchase and Sale Agreement has been reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3) and Section 15378 (c), as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

Impact on Residents and Businesses

The proposed acquisition will expand the footprint of the Blythe Landfill and could potentially be used in the future for other site activities such as composting, recycling, household hazardous waste collection, and closure construction staging. Residents and Businesses will benefit from the expanded services at the Blythe Landfill.

**SUPPLEMENTAL:
Additional Fiscal Information:**

All costs associated with the acquisition of this property are fully funded by Waste Resource Funds in the budget for FY 17/18. No net county costs will be incurred as a result of this transaction. The following summarizes the funding necessary for the acquisition of Assessor's Parcel Number: 812-340-002.


Acquisition:	\$ 16,500
Estimated Title and Escrow Charges:	1,030
Preliminary Title Report	500
Environmental Studies/Due Diligence	2,500
County Staff Time Includes: County Counsel, Real Estate and Environmental	13,500
Total Estimated Acquisition Costs	\$ 34,030

Attachments:

- Resolution No. 2017-209
- Purchase and Sale Agreement
- Aerial Image
- Notice of Exemption

RF:VC:VY:JR:ra 063WA 19.257 13688
MinuteTrak: 5455


Alex Gann 11/27/2017


Gregory V. Priamos, Director County Counsel 11/16/2017

UNIFIED COUNTY COUNCIL
New York 10-30-17

1 Board of Supervisors

County of Riverside

2 Resolution No. 2017-209

3 Authorization to Purchase Fee Interests in Real Property

4 In the City of Blythe, County of Riverside, California

5 Assessor's Parcel Number 812-340-002

6
7 WHEREAS, GRANITE CONSTRUCTION COMPANY, a California Corporation
8 ("Seller"), is the owner of certain real property located in the City of Blythe, County of
9 Riverside, State of California, consisting of approximately 30 acres of land, identified
10 with Assessor's Parcel No. 812-340-002 ("Property") and is located adjacent to the
11 Blythe Landfill; and

12 WHEREAS, the County of Riverside, Economic Development Agency, Real
13 Estate Division ("EDA") negotiated a purchase price of \$16,500.00 for the Property;
14 and

15 WHEREAS, the Property has thereon a groundwater monitoring well that was
16 constructed by Riverside County Waste Management ("Waste") in 1992, whereby
17 Waste never secured legal access for ingress and egress to access and maintain the
18 well ; and

19 WHEREAS, the purchase of the Property can alleviate any potential
20 encroachment for accessing the well, and the Property has ample land for any future
21 expansion of the Blythe Landfill; and

22 WHEREAS, EDA has reviewed and determined that the purchase of Property
23 as being categorically exempt from the California Environmental Quality Act ("CEQA")
24 pursuant to State CEQA Guidelines Section 15378(C) and 15061(b)(3) as it will not
25 result in direct impacts to the physical environment or reasonably foreseeable indirect
26 effects; and

27 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of
28 Supervisors of the County of Riverside, in regular session assembled on December 5,

1 2017, in the meeting room of the Board of Supervisors located on the 1st floor of the
2 County Administrative Center, 4080 Lemon Street, Riverside, California, that this
3 Board, based upon a review of the evidence and information presented on the matter,
4 as it relates to the purchase has determined that the proposed purchase is
5 categorically exempt from CEQA pursuant to State CEQA Guidelines Sections
6 15378(C) and 15601(b)(3) as it will not result in direct impacts to the physical
7 environment or reasonably foreseeable indirect effects.

8 **BE IT RESOLVED, DETERMINED AND ORDERED** that this Board authorizes
9 the purchase of the Property, located in the City of Blythe, County of Riverside, State of
10 California, identified with County Assessor's Parcel Number 812-340-002, consisting of
11 30 acres of vacant land, more particularly described in Exhibit "A" Legal Description,
12 attached hereto and made a part hereof from Granite Construction Company, A
13 California Corporation in the amount of Sixteen Thousand Five Hundred Dollars
14 (\$16,500.00), plus acquisition costs in the amount of Seventeen Thousand Five
15 Hundred Thirty Dollars (\$17,530.00), for the total amount of Thirty Four Thousand
16 Thirty Dollars (\$34,030.00).

17 **BE IT FURTHER RESOLVED AND DETERMINED** that the Board of
18 Supervisors of the County of Riverside hereby approves the Agreement of Purchase
19 and Sale and Joint Escrow Instructions and authorize the Chairman of the Board to
20 execute the Agreement of Purchase and Sale and Joint Escrow Instructions to
21 complete the purchase of real property and this transaction.

22 **BE IT FURTHER RESOLVED AND DETERMINED** that the Assistant County
23 Executive Officer/EDA or designee is authorized to execute any documents to
24 complete this transaction.

25 **BE IT FURTHER RESOLVED AND DETERMINED** that the Economic
26 Development Agency is authorized to expend a not-to-exceed amount of Seventeen
27 Thousand Five Hundred Thirty Dollars (\$17,530) to complete due diligence on the
28 property, consisting of a preliminary title report, appraisal costs, survey, environmental

1 studies, Economic Development Agency staff time, and miscellaneous other studies as
2 may be deemed necessary.

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BE IT FURTHER RESOLVED AND DETERMINED that no notice is required by
the Clerk of the Board of Supervisors pursuant to Section 25350 of the Government
Code.

JR:ra/091417/063WA/19.258

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

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.

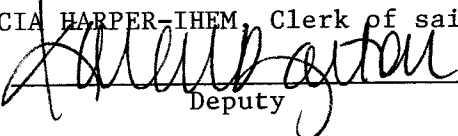
KECIA HARPER-IHEM, Clerk of said Board
By 
Deputy

EXHIBIT "A"

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

That portion of the North Half of the Northeast Quarter of Section 36, Township 5 South, Range 22 East, San Bernardino Base and Meridian, lying easterly of the easterly line of Midland Road.

Assessor's Parcel No: 812-340-002



12/5/17

VB

NOTICE OF EXEMPTION

September 21, 2017

Project Name: County of Riverside, Blythe Landfill Property Acquisition, Blythe, California

Project Number: FM0414500063

Project Location: Southeast of Midland Road/Neighbours Boulevard intersection, Blythe, California, 92225; Assessor's Parcel Number (APN) 812-340-002; (See Attached Exhibit)

Description of Project: The Economic Development Agency Real Estate Division (EDA) has negotiated the acquisition of vacant land located in the City of Blythe, identified by Assessor's Parcel Number 812-340-002 (Property), on behalf of the Riverside County Department of Waste Resources (Waste) for a purchase price of \$16,500. The subject property is directly adjacent to the Blythe Landfill, and consists of approximately 30 acres. In 1992, Waste constructed a groundwater monitoring well on the Property, but never secured legal access. The proposed purchase will alleviate any encroachment caused by Waste for accessing the groundwater monitoring well, and will also provide additional land that can help accommodate the future construction of a drainage system and a waste cover system. Pursuant to Government Code 25350, no purchase of real property, including any water right or other interest therein, of which the purchase price is in excess of the dollar limit established by ordinance adopted pursuant to Section 25350.60, or, if no ordinance is adopted, in excess of fifty thousand dollars (\$50,000), shall be made unless a notice of the intention of the Board of Supervisors is adopted and published. The acquisition is well below the \$50,000 threshold to necessitate a notice of intention.

The purchase of the property by the County is identified as the discretionary action to be analyzed under the California Environmental Quality Act (CEQA). The proposed action is the purchase of vacant real property and no development or expansion 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 purchase 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. Any future developments of the Property for a public facility use will be subject to separate CEQA environmental review prior to taking any choice limiting action or discretionary action.

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

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

Exempt Status: Not a project as defined in California Environmental Quality Act (CEQA) Section 21065 and State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption, and Section 15378. Codified under Public Resources Code Division 13, Chapter 2.5, Section 21065, and California Code of Regulations Title 14, Articles 5 and 20, Sections 15061, and 15378.

DEC 05 2017

3.10

Reasons Why Project is Exempt: The discretionary action to transfer the property is exempt from the requirements of CEQA as it would not result in direct impacts to the physical environment or reasonably foreseeable indirect effects. The purchase of the property is the initial discretionary action for a series of discretionary actions that defines a broader project. The broader project represents the whole of the action and can be defined by the following sequence of discretionary approvals, purchase of property, identification of a conceptual design to establish a project budget, award of contract for schematic design, award of contract for design development, award of contract for construction bid package, and award to construct project. At this time, there are many unknowns associated with any future development of the 30-acre property for waste services (e.g., types of waste activities, footprint size, and programming); the resulting indirect effects from these unknown project details are not reasonably foreseeable. In addition, the limited availability of public funds makes it economically infeasible to develop the entire design of the project in one phase. However, the identification of future known additional discretionary actions provide a mechanism to address these indirect effects resulting from the acquisition of property through evaluation at a future time when more details are known and more meaningful disclosure can be provided to the public.

Section 15378 (c) defines a project as the collection of discretionary actions that defines the whole of the action. This process allows for the completion of environmental review when all the conditions and details are known or reasonably foreseeable. At this point in the process, there is no design regarding the future development of waste services as the project does not exist and is not substantive enough to provide a meaningful analysis of environmental effects. The completion of the level of design required to complete the analysis is not economically viable based on the availability of funding and the County's project development and fiscal policies. The County EDA process for project development requires multiple discretionary actions through project development, which is beneficial to the CEQA process as it allows for any necessary incorporation of public input to occur at appropriate times. The process allows for the appropriate level of environmental review to occur at the most relevant timeframe during the sequence of County discretionary actions when engineering and project information is refined and developed, and public input can be incorporated to address any potential significant impacts or assist in any necessary development of project alternatives or mitigation measures. The County, under terms of a separate discretionary action, would be required to provide additional CEQA review and collectively analyze the effects of all of the discretionary actions involved in the development of the project to avoid any perception of segmentation or piecemealing. The purchase of the property to the County does in no way guarantee the completion of expanded waste services; there are many actions and processes that must be completed, all which necessitate discretionary actions by the County, and which may or may not be approved, based on public input and more refined project-related information.

In consideration of the broad-based potential indirect effects of the future expansion of waste services, the site is located in an isolated area adjacent to Midland Road and there are no sensitive receptors located within a half mile of the site. With landfills, the availability of land is the typically limiting factor in capacity as used land is non-renewable for waste. At this point, it is reasonably foreseeable that any future expansion of waste services would be limited to the need for additional land and would not result in an increase in intensity of use that could result in physical effects to the environment, such as the number of truck trips, or employees. Based on the isolated location of the facility and the lack of potential sensitive receptors, no unmitigable environmental effects are foreseen at this time. Future development of the site by the County provides the appropriate opportunity for environmental considerations to influence design and the characterization of effects would be more meaningful as there are more specifics associated with the development of the property for the expansion of waste services.

The County would continue to act as the Lead Agency for all of the necessary discretionary actions to ensure that CEQA compliance is satisfied. The ultimate approval of additional waste services development by the County is contingent on obtaining all required environmental and land use permits, including CEQA compliance. A separate action by the County will provide the appropriate mechanism to ensure that a proper level of environmental review is conducted, prior to approval by the Board of Supervisors. This sequence of timing allows for potential environmental effects and public input to be incorporated prior to development of final design, so that any potential impacts can be reduced or eliminated with the establishment of the appropriate project mitigation or alternatives.

Therefore, the purchase of the 30- acre property, on its own, is not a project under CEQA and a Notice of Exemption is the appropriate CEQA determination until a meaningful environmental review can be conducted on reasonably foreseeable information with the appropriate level of public input.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** Even if a determination is made that the transfer of property is defined as a project under CEQA, the purchase agreement is exempt pursuant to State CEQA Guidelines Section 15061(b)(3). In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the purchase of the property itself may have a significant physical effect on the environment. The Purchase Agreement would be limited to the transfer of property and ownership which would not result in any physical direct or reasonably foreseeable indirect impacts to the environment. The potential indirect effects from this Agreement would be analyzed as part of separate discretionary action taken by the County to develop and approve a design for expanded waste services. It is at this stage of development, that enough reasonably foreseeable information could be established to define a description and address the potential environmental impacts of expanded waste services. At this point, a contractual obligation to provide an appropriate level of environmental review under CEQA would be incorporated into the terms of a design development agreement to the satisfaction of the County, acting as the Lead Agency with final permitting approval. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact, and the project is exempt from further CEQA analysis.

Based upon the identified exemption above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

9/21/17

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Blythe Landfill Acquisition, Blythe, Riverside County

Accounting String: 524830-47220-7200400000- FM0414500063

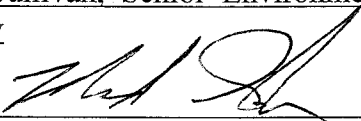
DATE: September 21, 2017

AGENCY: Riverside County Economic Development Agency

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: September 21, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0414500063**
Blythe Landfill Property Acquisition, Blythe, Riverside County

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

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

BY AND BETWEEN

GRANITE CONSTRUCTION COMPANY, a California Corporation

AS SELLER

AND

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

AS BUYER

RELATING TO

Assessor's Parcel Number 812-340-002

Blythe, CA

DEC 05 2017 3.10

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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") and GRANITE CONSTRUCTION COMPANY, a California Corporation ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

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

(a) **Effective Date:** The Effective Date is the date on which this Agreement is fully executed by Buyer and Seller as listed on the signature page of this Agreement;

(b) **Property:** Seller is the owner of certain real property located in the unincorporated area near the City of Blythe, County of Riverside, State of California, consisting of approximately 30 acres of land, commonly known as Assessor's Parcel Number 812-340-002, which is more particularly described in Exhibit "A", attached hereto and incorporated herein. ("Property");

(c) **Purchase Price:** The Purchase Price for the Property is Sixteen Thousand Five Hundred Dollars (\$16,500.00);

(d) **Escrow Holder:** Lawyers Title at the address set forth in subparagraph (h) below. The escrow has been assigned to Colleen Graves as the Escrow Officer;

(e) **Title Company:** Lawyers Title Insurance Company at the address set forth in subparagraph (h) below, Scott Hoogerwerf is assigned as the Title Officer;

(f) **Closing and Close of Escrow:** Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Paragraph 5.1) is recorded in the Official Records of the County of Riverside;

(g) **Closing Date:** The Closing Date shall be no later than forty-five (45) calendar days after the date of approval of this agreement by the Board of Supervisors for the County of Riverside, except Seller shall grant Buyer one 30-day extension to close Escrow, if requested by Buyer in writing on or before the fortieth (40th) day after the Effective Date, or unless otherwise agreed by Parties in writing;

(h) **Notices:** Will be sent as follows:

If to Seller:

Granite Construction Company
Attn: Brent Simons
715 Comstock Street
Santa Clara, CA 95054
Telephone: (408) 327-7001
Email: brent.simons@gcinc.com

With a mandatory copy to:

Granite Construction Incorporated
Group Counsel
585 West Beach Street
Watsonville, California 95076
Attention: Jordy Murray, Esq.
Telephone: (831) 768-4160
Email: jordy.murray@gcinc.com

If to Buyer:

County of Riverside
Attn: Vincent Yzaguirre
3403 10th Street, Suite 400
Riverside, California 92501
Telephone: (951) 955-9011
Email: vyzaguirre@rivcoeda.org

If to Escrow Holder:

Escrow Holder: Lawyers Title Company
Attn: Colleen Graves
Address: 625 E. Carnegie Dr #105
City: San Bernardino, CA 92408
Telephone: 909-963-5570
Email: cgraves@ltic.com

Title Company: Lawyers Title Company
Address: 3480 Vine Street, Suite 300
City: Riverside, CA. 92507
Attn: Scott Hoogerwerf
Telephone: (951) 774-0825 x 452
Email: scott.hoogerwerf@ltic.com

- (i) **Exhibits:**
Exhibit A - Legal Description of Property
Exhibit B - Form of Deed

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

3. **Purchase Price.** The Purchase Price for the Property is Sixteen Thousand Five Hundred Dollars (\$16,500.00) and will be paid as follows:

Two (2) business days prior to the Close of Escrow, Buyer shall deposit an amount equal to the sum of the purchase price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement with Escrow Holder, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at close of escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. Purchase shall be contingent upon the approval of the Board of Supervisors of: (1) the Authorization to Purchase; (2) the Agreement; and (3) the Joint Escrow Instructions document. This contingency will be removed from escrow upon the receipt of both the executed Agreement and Joint Escrow Instructions document signed by the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

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

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**").

5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

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

(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Paragraph 12 below.

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

6. **Condition of Title.** At the Close of Escrow, free and clear fee simple title to the Property will be conveyed to Buyer by the Seller by Grant Deed, subject only to the following matters ("**Permitted Exceptions**"):

(a) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement; and

(b) Matters affecting the condition of title to the Property created by or with the written consent of Buyer.

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. Buyer has obtained Preliminary Report # 617650100 dated May 25, 2017, for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report.

(b) Permitted Exceptions. Twenty (20) business days before Closing Date, Buyer shall notify Seller in writing (the "Buyer's Title Notice") of those exceptions indicated on the Title Report that Buyer approves and those exceptions that Buyer disapproves. If Buyer fails to deliver a Buyer Title Notice to Seller within the Title Review Period identifying any exceptions indicated on the Title Report disapproved by Buyer, then all such items shall be deemed approved by Buyer. The following shall constitute permitted exceptions in connection with the issuance of the Title Policy: (a) Any exceptions indicated on the Title Report and/or the Documents and Materials and approved (or deemed approved) by Buyer; (b) the Title Company's standard printed exceptions and exclusions common to the subject type of title policy; (c) real estate taxes and assessments, both general and special, which are not delinquent at the Closing Date; (d) matters ascertainable by a reasonable inspection and survey of the Property; and (e) matters affecting the condition of title created by or with the consent of the Buyer or as a result of the Buyer's (or any party on behalf of the Buyer) acts or omissions (collectively "**Permitted Exceptions**"). If Buyer timely notifies Seller of its disapproval of any exceptions indicated on the Title Report ("**Disapproved Exceptions**"), then Seller shall have five (5) business days after receipt of such Buyer Title Notice to advise Buyer in writing of any such Disapproved Exceptions which Seller is unable or unwilling to remove at the close of Escrow (other than the lien of deeds of trust created by the Seller, which Seller shall be required to remove at the close of Escrow) ("**Seller's Title Response**"). If Seller fails to deliver a written Seller's Title Response within said five (5) business days, then Seller shall be deemed to have provided Buyer with a Seller's Title Response that notifies Buyer that Seller is unable or unwilling to remove at the close of Escrow the Disapproved Exceptions. If Seller's Title Response indicates (or is deemed to indicate) that there are Disapproved Exceptions that Seller is unable or unwilling to remove at the Closing, then, within ten (10) calendar days after the date of the Buyer Title Notice, Buyer shall either terminate this Agreement by written notice to Seller and the Title Company or waive Buyer's objections to such Disapproved Exceptions. If Buyer fails to timely terminate this Agreement, then Buyer shall be deemed to have waived its objections to the Disapproved Exceptions.

(c) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions.

(d) Delivery of Information. Seller has completed a document search for the documents identified within this paragraph and has discovered no such documents; however; within ten (10) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information, which Seller may discover and have in its possession relating to the Property, except as specifically set forth herein. Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

The conditions set forth in this Paragraph 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items described in this Paragraph 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein:

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

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

The conditions set forth in Paragraph 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer will have until the time period provided in this Agreement to approve or disprove of the condition of the property. During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.**

8.1 Matters To Be Reviewed. Within thirty (30) days of the Effective Date, Buyer must complete its due diligence investigation of and approve each of the following matters with the cooperation of Seller:

(a) The physical condition of the Property, including without limitation, any structural components, mechanical system, electrical system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

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

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

8.2 Material New Matters. If Buyer discovers any new matter prior to close of Escrow which was:

(a) Not disclosed by Seller prior to the Close of Escrow; or

(b) Not reasonably discoverable prior to the Effective Date and that matter is one which:

(i) would appear as an exception to the Title Policy; or

(ii) is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 16.2 below; and

(iii) such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose,

then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than five business days (5) prior to the Closing Date.

However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter, Seller will be entitled to extend the Close of Escrow for not more than thirty (30) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.3 Seller's Disclaimer. EXCEPT FOR SELLER'S REPRESENTATIONS IN SECTION 16 BELOW, SELLER MAKES NO REPRESENTATIONS, GUARANTEES, PROMISES, ASSURANCES, OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, OR ANY ASPECT, PORTION OR COMPONENT THEREOF, WHETHER AS TO: ITS CONDITION, NATURE OR QUALITY, INCLUDING, BUT NOT LIMITED TO, THE QUALITY OF THE SOILS ON AND UNDER THE PROPERTY AND THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY BUILDINGS OR OTHER IMPROVEMENTS, FIXTURES, OR EQUIPMENT COMPRISING A PORTION OF THE PROPERTY; FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE OR THE BUYER'S INTENDED USE; THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE PRESENCE OR SUSPECTED PRESENCE OF HAZARDOUS MATERIALS ON, IN, UNDER, NEAR OR ABOUT THE PROPERTY; THE PROPERTY'S COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; THE VALUE OF THE PROPERTY; TITLE MATTERS; ANY GOVERNMENTAL OR OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, PERMIT REQUIREMENTS, BUILDING REQUIREMENTS, BUILDING CODES OR OTHER DEVELOPMENT REQUIREMENTS; EXISTING OR PROPOSED GOVERNMENTAL LAWS OR REGULATIONS APPLICABLE TO THE PROPERTY OR THE FURTHER DEVELOPMENT OR CHANGE IN USE THEREOF; OR OTHER MATTERS. EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 16, BUYER'S DECISION TO PURCHASE THE PROPERTY WILL BE BASED SOLELY UPON AND CONSTITUTE EVIDENCE OF BUYER'S INDEPENDENT INVESTIGATION OF THE PROPERTY, ITS USE, DEVELOPMENT POTENTIAL AND SUITABILITY FOR BUYER'S INTENDED USE, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: THE FEASIBILITY OF OPERATING AND DEVELOPING THE PROPERTY FOR THE PURPOSES INTENDED BY BUYER AND ALL GOVERNMENTAL REQUIREMENTS OR CONDITIONS REGARDING SAME; THE SIZE AND DIMENSIONS OF THE PROPERTY; ACCESS; THE AVAILABILITY, COST AND ADEQUACY OF WATER,

SEWAGE AND ANY UTILITIES SERVING OR REQUIRED TO SERVE THE PROPERTY; ENVIRONMENTAL CONDITIONS; THE PRESENCE AND ADEQUACY OF CURRENT OR REQUIRED INFRASTRUCTURE OR OTHER IMPROVEMENTS ON, NEAR OR AFFECTING THE PROPERTY; ANY SURFACE, SOILS, SUBSOIL, FILL OR OTHER PHYSICAL CONDITIONS OF OR AFFECTING THE PROPERTY, SUCH AS CLIMATE, GEOLOGICAL, DRAINAGE, AIR, WATER, OR MINERAL CONDITIONS; THE EXTENT AND CONDITIONS OF TITLE TO THE PROPERTY; THE EXISTENCE OF GOVERNMENTAL LAWS, STATUTES, RULES, REGULATIONS, ORDINANCES, LIMITATIONS, RESTRICTIONS OR REQUIREMENTS CONCERNING THE USE, DENSITY, LOCATION AND/OR SUITABILITY OF THE PROPERTY FOR ANY EXISTING OR PROPOSED DEVELOPMENT THEREOF INCLUDING BUT NOT LIMITED TO ZONING, BUILDING, SUBDIVISION, ENVIRONMENTAL OR OTHER REGULATIONS; THE NECESSITY OR AVAILABILITY OF ANY GENERAL OR SPECIFIC PLAN AMENDMENTS, RE-ZONING, ZONING VARIANCES, CONDITIONAL USE PERMITS, BUILDING PERMITS, ENVIRONMENTAL IMPACT REPORTS, PARCEL OR SUBDIVISION MAPS AND PUBLIC REPORTS, OR REQUIREMENTS OF ANY IMPROVEMENT AGREEMENTS; THE NECESSITY OR EXISTENCE OF ANY DEDICATIONS, TAXES, FEES, CHARGES, COSTS OR ASSESSMENTS WHICH MAY BE IMPOSED IN CONNECTION WITH ANY GOVERNMENTAL REGULATIONS OR THE OBTAINING OF ANY REQUIRED PERMITS; THE PRESENCE OF ENDANGERED OR THREATENED PLANT OR ANIMAL SPECIES UPON OR IN THE VICINITY OF THE PROPERTY; THE VALUE OF THE PROPERTY; AND ALL OTHER MATTERS CONCERNING THE CONDITION, USE, DEVELOPMENT, CONSTRUCTION ON OR SALE OF THE PROPERTY.

BUYER FURTHER ACKNOWLEDGES THAT ANY INFORMATION THAT MAY HAVE OR MAY BE MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES, AND EXCEPT FOR SELLER'S RECORDS (IF ANY) THAT WERE CREATED BY SELLER, THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY OTHER INFORMATION AND MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR COMPLETENESS.

BUYER FURTHER ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON **AN "AS IS, WHERE IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS"** CONDITION WITH ALL FAULTS, SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 16 BELOW.

BY ITS INITIALS BELOW, BUYER ACKNOWLEDGES THAT (I) ALL OF THE PROVISIONS OF THIS SECTION 8.3 HAVE BEEN READ AND FULLY UNDERSTOOD, (II) BUYER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS LEGAL COUNSEL ABOUT THE MEANING AND SIGNIFICANCE OF THIS SECTION 8.3, AND (III) BUYER HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION 8.3.

BUYER'S INITIALS: _____

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

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

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

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

11. **Costs and Expenses.** Seller and Buyer shall deposit or provide for with Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

11.1 Seller will pay:

- (a) All costs associated with removing any debt or liens encumbering the Property;
- (b) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (c) Seller's share of prorations.

11.2 Buyer will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) All escrow and recording fees;
- (d) ALTA Extended Owner's Policy and any title endorsements; and
- (e) Buyers share of prorations.

12. **Prorations.**

12.1 Tax Exempt Agency. All parties hereto acknowledge Buyer is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the close of escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at Close of Escrow. At Close of Escrow, Buyer will file any necessary documentation with the County Tax

Collector/Assessor for the property tax exemption. Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of escrow, and if eligible, to receive such refund. Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Paragraph 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

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

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and Buyer pursuant to Paragraphs 11 and 12, (b) disburse the balance of the Purchase Price to the Seller and (c) disburse any excess proceeds deposited by Buyer to Buyer.

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

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

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer. Deliver a complete final closing packet including all fully executed documents and recorded documents, and a final settlement statement to Buyer and Seller.

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

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

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

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

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

14.5 At Closing, Seller shall convey the Property to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with section 7 above.

15. **Indemnification.**

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer, Board of Supervisors for the County of Riverside, County of Riverside Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller, Seller's parent company, Granite Construction Incorporated, and their respective officers, directors, and employees and their successors and assigns harmless for, from, and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

16. **Hazardous Substances.**

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

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

(b) "Hazardous Substances" and "Environmental Matters". The term "Hazardous Substances" shall mean all substances, materials, wastes and emissions that are or become regulated as hazardous or toxic under applicable local, state, administrative agency or federal laws, statutes, rules, regulations, covenants, permits, decrees, licenses, deed restrictions, ordinances or orders, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder. The term "Environmental Claim" means any claim, action, cause of action, or notice by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental

response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the manufacture, treatment, processing, distribution, use, transport, handling, deposit, storage, disposal, leaking or other presence, or release into the environment of any Hazardous Substances in, at, on, under, from or about the Property, or (ii) circumstances forming the basis of any violation or alleged violation of any federal, state, or local law, statute, rule, regulation, ordinance, or code, or any judicial or administrative interpretation thereof or requirement thereunder, relating to the regulation or protection of human health, safety, the environment and natural resources ("Environmental Laws"); and

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

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Article 16, Buyer is acquiring the Property and every portion thereof "**AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS**" and in reliance upon its own Studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property.

Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Article 16, that "Seller's Actual Knowledge" shall mean the current, personal and actual knowledge, without duty of inquiry or independent investigation, of Brent Simons, and with no constructive or imputed knowledge. Seller represents that this is the current individual employee of Seller who has the most familiarity with the matters represented by Seller in this Agreement as to its Actual Knowledge; Buyer acknowledges, however, that the above-named individual is not personally liable for matters within Seller's knowledge, but is merely the person whose knowledge is attributable to Seller.

With the foregoing limitations, to the best of Seller's Actual Knowledge, Seller represents and warrants to Buyer on and as of the Effective Date and as of the Closing Date, there is no Environmental Claim pending or threatened with regard to the Property.

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

16.4 Environmental Audit. With Seller's prior written consent, Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may terminate this transaction if Buyer provides written notification to Seller on or before five (5) business days prior to the Closing Date that it has identified problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions;

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable

laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the close of escrow pursuant to the foregoing in this Section 16.4. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer. Buyer shall provide proof of insurance to Seller in a form acceptable to Seller including an additional insured endorsement naming Seller as an additional insured, or proof of self-insurance, prior to Buyer entering site.

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

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

18.9 Survival. Sections 14, 15, 16 and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow, until the statute of limitations period has run for such claims.

18.10 Brokers. Seller represents and warrants that, Seller has engaged John Osbourne of CENTURY 21 Osborne Realty as Seller's broker with respect to this transaction. Seller shall pay a commission to Seller's Broker as may be set forth in a separate written agreement between Seller and Seller's Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by Seller. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by Seller's Broker. The provisions of this Section 18.10 shall survive Closing or earlier termination of this Agreement until the limitations period has run for such claims.

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

[Signatures Provisions on the Following Page]

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

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


BUYER:

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

By: 
Chairman
Board of Supervisors
JOHN TAVAGLIONE

SELLER:

GRANITE CONSTRUCTION COMPANY, a
California Corporation

By: 
Name: Brad Graham
Its: Vice President

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel

EXHIBIT A
LEGAL DESCRIPTION

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

That portion of the North Half of the Northeast Quarter of Section 36, Township 5 South, Range 22 East, San Bernardino Base and Meridian, lying easterly of the easterly line of Midland Road.

Assessor's Parcel No: 812-340-002

EXHIBIT B

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Riverside
Economic Development Agency
Real Property Division
3403 10th 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: Blythe Landfill Acquisition
APN: 812-340-002

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned
GRANTOR,

GRANITE CONSTRUCTION COMPANY, a California Corporation,

hereby GRANTS to GRANTEE,

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

the real property in the County of Riverside, State of California, as more particularly described in
Exhibit "A" attached hereto and incorporated herein by this reference.

[Grantor's signature on next page]

Attached to: Grant Deed
PROJECT: Blythe Landfill Acquisition
APN: 812-340-002

THIS GRANT DEED IS EXECUTED by Grantor on the date indicated below.

Dated: _____

Grantor:

**GRANITE CONSTRUCTION COMPANY, a
California Corporation**

By: _____

Name: _____

Its: _____

Attached to: Grant Deed
PROJECT: Blythe Landfill Acquisition
APN: 812-340-002

EXHIBIT A

LEGAL DESCRIPTION

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

That portion of the North Half of the Northeast Quarter of Section 36, Township 5 South, Range 22 East, San Bernardino Base and Meridian, lying easterly of the easterly line of Midland Road.

Assessor's Parcel No: 812-340-002

Attached to: Grant Deed
PROJECT: Blythe Landfill Acquisition
APN: 812-340-002

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of _____, 2017 from the Grantor, **GRANITE CONSTRUCTION COMPANY, a California Corporation**, granted to the Grantee, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in Riverside County Ordinance No. 598, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this ____ day of _____, 20__.

By: _____
Robert Field
Assistant County Executive Officer/EDA