

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



**ITEM: 3.14**  
(ID # 13291)

**MEETING DATE:**  
Tuesday, January 12, 2021

**FROM :** FACILITIES MANAGEMENT AND RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES :

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adopt Resolution No. 2021-017, Authorization to Purchase Real Property in the unincorporated area of Moreno Valley, County of Riverside, State of California, Assessor's Parcel Numbers: 422-030-002 and 422-030-016, by Grant Deed from Jan A. Zuppardo, successor co-trustee and Jay A. Zuppardo, successor co-trustee of the Marylouise Zuppardo Family Trust dated April 1, 2004, District 5. [\$517,541]; Waste Resources Enterprise Funds - 100% (4/5th Vote Required) (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 (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or Common Sense Exemption;
2. Adopt Resolution No. 2021-017, Authorization to Purchase Real Property in the Unincorporated Area of Moreno Valley, County of Riverside, State of California, Assessor's Parcel Numbers: 422-030-002 and 422-030-016, by Grant Deed from Jan A. Zuppardo, successor co-trustee and Jay A. Zuppardo, successor co-trustee of the Marylouise Zuppardo Family Trust dated April 1, 2004;

**ACTION:4/5 Vote Required, Policy**


  
  
Rose Salgado, Director of Facilities Management 12/15/2020 Hans Keinkamp, General Manager - Chief Engineer 12/16/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 12, 2021  
xc: FM; Waste Resources

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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3. Approve Agreement of Purchase and Sale and Joint Escrow Instructions between the Jan A. Zuppardo, successor co-trustee and Jay A. Zuppardo, successor co-trustee of the Marylouise Zuppardo Family Trust dated April 1, 2004, and the County of Riverside and authorize the Chairman of the Board of Supervisors to execute said Agreement;
4. Authorize the Director of Facilities Management or designee to execute any other documents and administer all actions necessary to complete the transaction;
5. Ratify and authorize reimbursement to Facilities Management-Real Estate (FM-RE) in the amount not-to-exceed \$64,808 for due diligence, remediation and staff expense; 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.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 517,541	\$ 0	\$ 517,541	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Waste Resources Enterprise Funds - 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2020/21	

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

**BACKGROUND:**

**Summary**

On August 25, 2020, Minute Order 3.25, the Board adopted Resolution No. 2020-176, Notice of Intention to Purchase Real Property in the unincorporated area of Moreno Valley, County of Riverside, State of California, Assessor's Parcel Numbers: 422-030-002 and 422-030-016, by Grant Deed from Jan A. Zuppardo, successor co-trustee and Jay A. Zuppardo, successor co-trustee of the Marylouise Zuppardo Family Trust dated April 1, 2004.

Pursuant to Government Code Section 25350, the County published a notice of intention to, the price, the seller and a statement of the time the Board will meet to consummate the purchase.

Riverside County Department of Waste Resources (RCDWR) recommends this Authorization to Purchase the property for the following reasons:

1. Property will be used as a buffer-zone to prevent future development near the Badlands Landfill;

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2. Certain portions of the property can be used to construct sedimentation or retention basins to manage stormwater in accordance with the National Pollutant Discharge and Elimination System statewide general permit to regulate industrial storm water discharges.

There is no current planned usage of the property being proposed for waste disposal.

The acquisition price of \$452,733 represents a discounted price based on current market comparable sales and a discount based on the cost to remediate a very small portion of the overall site. The cost for the remediation is \$22,267 and the clean-up will occur prior to transfer of the site to the County. When compared with the higher cost to develop a new landfill facility, the cost to acquire this property represents a good long-term value to the County.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or Common-Sense Exemption. Any future drainage improvements within the property shall be subject to additional review under CEQA prior to construction.

Resolution No. 2021-017 and the Agreement of Purchase and Sale and Joint Escrow Instructions have been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

The acquisition of the Property will benefit the community and provide an important buffer-zone between the community and this important landfill.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of the Property with Assessor's Parcel Numbers 422-030-002 and 422-030-016:

Acquisition:	452,733
Estimated Title and Escrow Charges:	5,000
Preliminary Title Report	550
County Appraisal	3,750
Environmental Studies	13,241
Environmental Remediation	22,267
County Staff Time includes FM-RE, FM	20,000

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Environmental and County Counsel	
Total Estimated Acquisition Costs (Not to exceed)	\$517,541

All costs associated with the acquisition of this Property are fully funded by Waste Resources Enterprise Funds budget for FY 2020/21.

**Attachments**

- Resolution No. 2021-017
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Notice of Exemption
- Aerial Image

CAO:dr/08182020/066WA/30.374

  
Steven Atkeson

1/4/2021

  
Gregory H. Priarios, Director County Counsel

12/30/2020

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY

## NOTICE OF EXEMPTION

December 2, 2020

**Project Name:** Department of Waste Property Acquisition, Moreno Valley

**Project Number:** FM0414500066

**Project Location:** Ironwood Avenue, approximately 1,500 feet east of World Logistics Center Parkway, Assessor's Parcel Numbers (APNs): 422-030-002, 422-030-016, Moreno Valley, California

**Description of Project:** Pursuant to Government Code Section 25350, the County published a Notice of Intention to, the price, the seller, and a statement of the time the Riverside County Board of Supervisors (Board) will meet to consummate the purchase. Through this Board action, the County intends to authorize the Facilities Management-Real Estate (FM-RE) to pursue the purchase of fee simple interests in real property located in the unincorporated area of Moreno Valley, County of Riverside, State of California. The property consists of two parcels totaling approximately 94.53 acres and is further identified as APNs 422-030-002 and 422-030-016.

The Department of Waste (Waste) recommends acquisition of the property for the following reasons:

1. Certain portions of the property can be used to construct sedimentation or retention basins to manage stormwater in accordance with the National Pollutant Discharge and Elimination System statewide general permit to regulate industrial storm water discharges.
2. Property will be used as a buffer-zone to prevent future developments near the Badlands Landfill;

There is no current planned usage of the property being proposed for waste disposal.

The acquisition price of \$452,733 represents a competitive price based on market comparable sales and cleanup costs that were identified in the environmental site assessments (ESAs) as part of the due diligence process. The ESAs identified some elevated lead concentrations from a range which will require remediation in an area less than 1,000 square feet. The concentrations were limited to the surface and the depth of impacted soil needed to be removed would not exceed one foot and would total approximately 14.5 cubic yards. When compared with the higher cost to develop a new facility, the price represents a good value for the County. The acquisition of the Moreno Valley property is identified as the proposed project under the California Environmental Quality Act (CEQA). The use of the property would be limited to manage stormwater for existing facilities and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

County Negative Declaration  
Exemption was routed to  
County Clerk for posting on.  
1/13/2021  
Date  
CAR  
Inmate

JAN 12 2021 3:14

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the acquisition of the Property.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to acquisition of vacant property to support the ongoing use of an existing facilities through compliance of NPDES stormwater regulations. The project will not require physical modifications to the existing site which would increase or expand the use of the site or surrounding area, and is limited to the continued use of the existing County facility in a similar capacity under a different owner; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

• **Section 15061 (b) (3) – "Common Sense" Exemption:** 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 project may have a significant effect on the environment. The transfer of property is an administrative function resulting in a change of ownership to an existing facility that would continue to support County waste operations and would not result in any significant direct or indirect physical environmental impacts. As part of the acquisition, 14.5 cubic yards of soil containing elevated lead concentrations would be removed and disposed of at a designated facility. 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.

Therefore, the County of Riverside Facilities Management 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:** 12-2-2020  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Waste Property Acquisition, Moreno Valley**

**Accounting String: 47220-7200400000 - FM0414500066**

DATE: August 19, 2020

AGENCY: Riverside County Facilities Management

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, Facilities Management

Signature: 

PRESENTED BY: Craig Olsen, Supervising Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

Date: August 19, 2020  
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM0414500066**  
Waste Property Acquisition, Moreno Valley

The Riverside County's Facilities Management'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 #2600**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Facilities Management,**

**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file



1 Board of Supervisors

County of Riverside

2 Resolution No. 2021-017

3 Authorization to Purchase Real Property

4 in the Unincorporated Area of Moreno Valley, County of Riverside, State of California

5 Assessor's Parcel Numbers: 422-030-002 and 422-030-016, by Grant Deed from Jan

6 A. Zuppardo, successor co-trustee and Jay A. Zuppardo, successor co-trustee of the

7 Marylouise Zuppardo Family Trust dated April 1, 2004

8  
9 WHEREAS, Jan A. Zuppardo, successor co-trustee and Jay A. Zuppardo,  
10 successor co-trustee of the Marylouise Zuppardo Family Trust dated April 1, 2004,  
11 ("Seller"), is the owner of certain real property located on Ironwood Avenue, in the  
12 Unincorporated Area of Moreno Valley, County of Riverside, State of California,  
13 containing approximately 94.53 acres of land, identified with Assessor's Parcel  
14 Numbers 422-030-002 and 422-030-016 ("Property");

15 WHEREAS, the County of Riverside ("County"), on behalf of Riverside County  
16 Department of Waste Resources ("RCDWR"), desires to purchase the Property from  
17 the Seller and Seller desires to sell the Property to County and move forward with the  
18 transaction;

19 WHEREAS, certain portions of the Property can be used to construct  
20 sedimentation or retention basins to manage stormwater in accordance with the  
21 National Pollutant Discharge and Elimination System statewide general permit to  
22 regulate industrial storm water discharges;

23 WHEREAS, RCDWR will use the Property to provide a buffer zone between  
24 future housing developments and the Badlands Landfill; and

25 NOW, THEREFORE, BE IT FURTHER RESOLVED, DETERMINED AND  
26 ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular  
27 session assembled on or after January 12, 2021, at 9:30 a.m. or soon thereafter, in the  
28 meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County

FORM APPROVED COUNTY COUNSEL

12/24/2020  
DATE

WESLEY W. STANFIELD

JAN 12 2021 3.14

1 Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review  
2 of the evidence and information presented on the matter, as it relates to this  
3 acquisition, this Board:

4 1. Has determined that the proposed acquisition project is categorically exempt  
5 from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing  
6 Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense"  
7 Exemption because the County is merely purchasing the fee interest in the Property to  
8 continue the use of the Property, and it can be seen with certainty that there is no  
9 possibility that the activity in question will have a significant effect on the environment;  
10 and

11 2. Authorizes the purchase of the Property located in the Unincorporated Area  
12 of Moreno Valley, County of Riverside, State of California, identified with Assessor's  
13 Parcel Numbers 422-030-002 and 422-030-016 and consisting of approximately 94.53  
14 acres of land, more particularly described in Exhibit "A" Legal Description, attached  
15 hereto, in the amount not to exceed Four Hundred Fifty Two Thousand Seven Hundred  
16 Thirty Three Dollars (\$452,733), pursuant to terms and conditions in an Agreement of  
17 Purchase and Sale to be negotiated between the County and Seller.

18 BE IT FURTHER RESOLVED AND DETERMINED AND ORDERED that this  
19 Board hereby approves the Agreement of Purchase and Sale and Joint Escrow  
20 Instructions between the County of Riverside and Jan A. Zuppardo, successor co-  
21 trustee and Jay A. Zuppardo, successor co-trustee of the Marylouise Zuppardo Family  
22 Trust dated April 1, 2004 ("Agreement") and authorizes the Chairman of the Board of  
23 Supervisors of the County of Riverside to execute the Agreement on behalf of the  
24 County.

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director  
26 of Facilities Management, or her designee, is authorized to execute any other  
27 documents and administer all actions necessary to complete the purchase of real  
28 property.

1 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk  
2 of the Board of Supervisors has given notice hereof pursuant to California Government  
3 Code Section 6063.

4 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Facilities  
5 Management – Real Estate Division be reimbursed for all costs incurred relating to the  
6 acquisition. The amount to be reimbursed to Facilities Management – Real Estate  
7 Division is not-to-exceed \$64,808 in due diligence expenses and staff time.

8 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk  
9 of the Board of Supervisors is directed to file the Notice of Exemption with the County  
10 Clerk.

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## EXHIBIT "A"

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

Government Lots 1, 2 and 3 in Section 6, Township 3 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to United States Government Survey.

EXCEPT therefrom that portion described in the deed to the County of Riverside recorded December 7, 1965 as Instrument No. 137396 of Official Records.

APN: 422-030-002; 422-030-016

1 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk  
2 of the Board of Supervisors has given notice hereof pursuant to California Government  
3 Code Section 6063.

4 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Facilities  
5 Management – Real Estate Division be reimbursed for all costs incurred relating to the  
6 acquisition. The amount to be reimbursed to Facilities Management – Real Estate  
7 Division is not-to-exceed \$64,808 in due diligence expenses and staff time.

8 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk  
9 of the Board of Supervisors is directed to file the Notice of Exemption with the County  
10 Clerk.

11 ROLL CALL:

12 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
13 Nays: None  
14 Absent: None

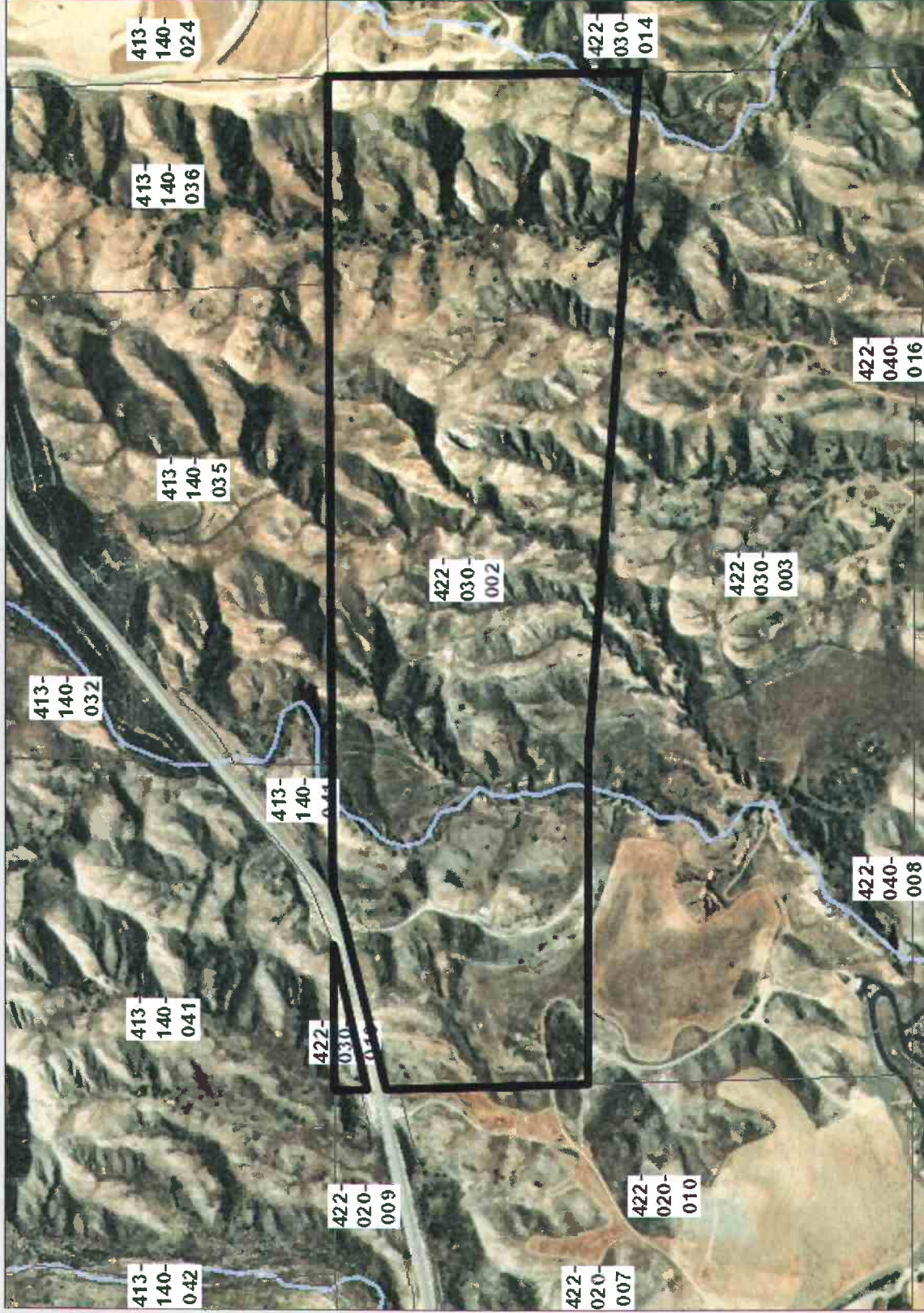
15 The foregoing is certified to be a true copy of a resolution  
16 duly adopted by said Board of Supervisors on the date therein set  
17 forth.

18 Kecia R. Harper, Clerk of said Board

19 By   
20 Deputy

# APNS: 422-030-002 and 422-030-016

94.53 Acres



### Legend

- Parcel APNs
- Parcels
- Blue-line Streams
- City Areas

**Notes**

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



REPORT PRINTED ON... 2/25/2020 11:01:39 AM

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

**BY AND BETWEEN**

**Jan A. Zuppardo, Successor Co-Trustee and Jay A. Zuppardo, Successor Co-Trustee  
Of the Marylouise  
Zuppardo Family Trust dated April 1, 2004**

**AS SELLER**

**AND**

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

**AS BUYER**

**RELATING TO**

**Assessor's Parcel Number 422-030-002 and 422-030-016**

JAN 12 2021 3.14

**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 \_\_\_\_\_, 2020 (the "Effective Date"), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Buyer") and Jan A. Zuppardo, Successor Co-Trustee and Jay A. Zuppardo, Successor Co-Trustee of the Marylouise Zuppardo Family Trust dated April 1, 2004, ("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 last 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 properties located in the unincorporated area of Moreno Valley, in the County of Riverside, State of California, consisting of approximately 94.53 acres of land, identified by Assessor's Parcel Numbers 422-030-002 and 422-030-016, which is more particularly described in the Exhibit "A" attached hereto and incorporated herein by reference;

(c) **Purchase Price:** The Purchase Price for the Property is Four Hundred Fifty-Two Thousand Seven Hundred Thirty-Three Dollars (\$452,733);

(d) **Escrow Holder:** Lawyers Title Company 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 Company at the address set forth in subparagraph (h) below, with Barbara Northrup 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 thirty (30) calendar days after the Effective Date, and Seller shall grant Buyer one 30-day extension to close Escrow, if requested by Buyer, or as otherwise agreed to by both parties;

(h) **Notices:** Will be sent as follows to:  
Seller:  
Jan Zuppardo, Successor Co-Trustee  
Jay Zuppardo, Successor Co-Trustee  
5225 Canyon Crest Dr. STE71 Box 293  
Riverside, CA 92507



Telephone: 951-242-3103  
Email: jzuppardo@msn.com  
jayz@mvc-inc.com

Buyer: County of Riverside  
Attn: Vincent Yzaguirre  
3313 Mission Inn Ave  
Riverside, California 92507  
Telephone: (951) 955-4820  
Email: vyzaguirre@rivcoeda.org

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: Barbara Northrup  
Telephone: (951) 248-0669  
Email: TU65@LTIC.COM

- (i) **Exhibits:**  
Exhibit "A" - Legal Description of Property  
Exhibit "B" - Form of Grant 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 will be paid as follows:

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. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Agreement. This contingency will be removed from Escrow upon the receipt of the executed Agreement signed by the Chairman of the Board of Supervisors, which contingency shall be satisfied on or before February 1, 2021 or this Agreement may be terminated at the option of either Party upon written notice of termination. 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 #620650070 dated March 4, 2020, for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report.

(b) 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.

(c) Delivery of Information. Seller shall deliver to Buyer, copies of all surveys, past hazardous material studies, soils reports, including engineers' reports, and studies and similar information which Seller may 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 this 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 5:00 p.m. on the day prior to the Close of Escrow 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.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence (“Due Diligence Period”), including making necessary or appropriate inspections. Buyer will give Seller reasonable notice before going on the Property.

8.1 Matters To Be Reviewed. Buyer must complete its due diligence investigation of and has approved each of the following matters prior to the Close of Escrow. Seller shall cooperate with Buyer in Buyer’s investigation of the Property, including, but not limited to, any of the following:

(a) The physical condition of the Property, including, without limitation, any structural components, 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;

(b) Not reasonably discoverable prior to the Close of Escrow 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; or

(c) 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, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, 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 the Closing Date.

(d) 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 twenty (20) days in order to correct the new matter and, in such event, this Agreement will

not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer may terminate this Agreement.

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.**

11.1 Seller will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) One half of the escrow and recording fees;
- (d) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (e) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (f) Seller's share of prorations, if applicable;

11.2 Buyer will pay:

- (a) One half of the escrow and recording fees;
- (b) Sum difference in the amount between the CLTA policy and the ALTA Extended Owner's Policy and any title endorsements, if requested by the Buyer; and
- (c) Buyers share of prorations, if applicable.

12. **Prorations.**

12.1 Tax Exempt Agency. All parties hereto acknowledge that the 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 Riverside County Tax Collector will not accept partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the Riverside 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. Not applicable, intentionally deleted..

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/or 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 in the Official Records of the County of Riverside 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.

**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 the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner,

shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

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 in "as-is" physical condition to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Paragraph 6 above.

## 15. **Indemnification.**

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including attorney's fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. Seller shall also indemnify Buyer from any claim, action, costs or expenses arising from any hazardous substances discovered at the property, whether or not previously disclosed by Seller that was caused by or permitted by the Seller's acts or omissions, save and except any public dumping along on or near the roadside areas of the Property and/or any public use(s) as a shooting range on the Property as disclosed under this Agreement in section 16 below.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits arising out of 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 Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a

“pollutant” or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

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

16.2 Seller’s Representations and Warranties. Except as disclosed in the due diligence materials provided by Seller to Buyer which includes the fact that the public has occasionally used (without Seller’s permission or consent) portions of the Property as a shooting range and/or has dumped miscellaneous trash or debris on or near the Property along the roadside, Seller represents and warrants that to the best of Seller’s knowledge, as of the date of this Agreement:

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

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

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

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

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. 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 quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction.

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days’ prior notice of any 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.

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,



actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

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 all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

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 hereto 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 12, 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.

18.10 Brokers. Seller represents and warrants that Seller has engaged George D. Bustamante of Coldwell Banker Commercial Blair Westmac ("Seller's Broker") 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. Buyer represents and warrants that Buyer has not engaged the services of a broker, representative or other advisor or other person to whom a commission or other compensation will be due with respect to this transaction ("Broker Claims"). Buyer shall defend, indemnify and hold harmless Seller 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 Broker Claims caused by or related to the Buyer. 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.

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

[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.

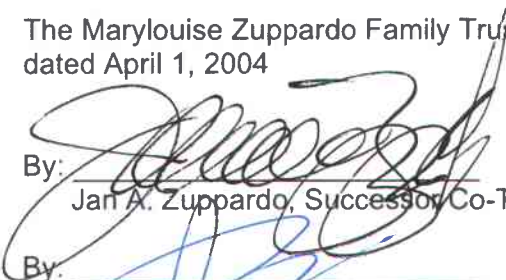
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year below.

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

By: \_\_\_\_\_  
V. Manuel Perez, Chairman  
Board of Supervisors

Date: \_\_\_\_\_

SELLER:  
The Marylouise Zuppardo Family Trust  
dated April 1, 2004

By:  \_\_\_\_\_  
Jan A. Zuppardo, Successor Co-Trustee

By:  \_\_\_\_\_  
Jay A. Zuppardo, Successor Co-Trustee

Date: \_\_\_\_\_

ATTEST:  
Kecia R. Harper  
Clerk of the Board

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

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

By: \_\_\_\_\_  
Wesley W. Stanfield  
Deputy County Counsel

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 below.

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

By: Karen S. Spiegel  
Karen S. Spiegel, Chair  
Board of Supervisors

Date: JAN 12 2021

SELLER:  
The Marylouise Zuppardo Family Trust  
dated April 1, 2004

By: \_\_\_\_\_  
Jan A. Zuppardo, Successor Co-Trustee

By: \_\_\_\_\_  
Jay A. Zuppardo, Successor Co-Trustee

Date: \_\_\_\_\_

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: Marcia Russo  
Deputy

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

By: Wesley W. Stanfield  
Deputy County Counsel

# EXHIBIT A

## LEGAL DESCRIPTION

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

Government Lots 1, 2 and 3 in Section 6, Township 3 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to United States Government Survey.

EXCEPT therefrom that portion described in the deed to the County of Riverside recorded December 7, 1965 as [Instrument No. 137396](#) of Official Records.

APN: [422-030-002](#); [422-030-016](#)

# EXHIBIT B

Recorded at request of and return to:  
County of Riverside  
Facilities Management Department  
Real Property Division  
3133 Mission Inn Ave  
Riverside, CA 92507

**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: Badlands Landfill  
APN: 422-030-002 and 422-030-016

## GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jan A. Zuppardo, Successor Co-Trustee and Jay A. Zuppardo, Successor Co-Trustee of the  
Marylouise Zuppardo Family Trust dated April 1, 2004 ("Grantor")

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
("Grantee"), the fee simple interest in real property in the County of Riverside, State of California, as  
more particularly described as:

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



# EXHIBIT A

## LEGAL DESCRIPTION

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

Government Lots 1, 2 and 3 in Section 6, Township 3 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to United States Government Survey.

EXCEPT therefrom that portion described in the deed to the County of Riverside recorded December 7, 1965 as [Instrument No. 137396](#) of Official Records.

APN: [422-030-002](#); [422-030-016](#)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of \_\_\_\_\_, 2020 from the Grantor, Jan A. Zuppardo, Successor Co-Trustee and Jay A. Zuppardo, Successor Co-Trustee of the Marylouise Zuppardo Family Trust dated April 1, 2004, 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: \_\_\_\_\_