

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



ITEM: 3.12  
(ID # 17260)

**MEETING DATE:**

Tuesday, December 07, 2021

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



**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Memorandum of Understanding By and Between the County of Riverside and the Western Riverside County Regional Conservation Authority regarding vacant property located in the unincorporated area of Beaumont, California, CEQA Exempt, District 5 [\$0] (Clerk to file Notice of Exemption)(Companion Item to MT Item No. 17512)

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

1. Find this agreement to be 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), "Common Sense" Exemption;
2. Approve the Memorandum of Understanding By and Between the County of Riverside and the Western Riverside County Regional Conservation Authority regarding vacant property located in the unincorporated area of Beaumont, California and authorize the Chair of the Board of Supervisors to execute the same, and the finalized attachments thereto, on behalf of the County;

Continued of page 2

**ACTION:**

  
Rose Salgado, Director of Facilities Management 10/14/2021   
Hans Kemkamp, General Manager - Chief Engineer 10/19/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, 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: December 7, 2021  
xc: FM-RE, Recorder

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

(Companion Item 3.15)

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

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

3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five (5) working days.

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2021/22</b>	

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

**BACKGROUND:**

**Summary**

Facilities Management Real Estate on behalf of Waste Resources proposes to purchase approximately 275.98 acres (Beaumont Lamb Canyon Property) from Beaumont Lambs Canyon, LLC, which is further identified as Assessor's Parcel Numbers 424-190-020, 424-190-021, 424-190-022, and 424-190-024. The Board of Supervisors adopted Resolution No. 2021-187, Notice of Intention to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California on November 2, 2021. Facilities Management Real Estate has negotiated the purchase of the subject property from Beaumont Lambs Canyon, LLC for a purchase price of \$690,000.

A portion of the property will be utilized, in part, for future development of the Lamb Canyon Landfill. The Western Riverside County Regional Conservation Authority (RCA) desires to purchase certain portions of the Beaumont Lamb Canyon Property from the County, consisting of a minimum of 146 acres, to augment the wildlife and plant habitat conservation region in the same geographic area provided.

The County and RCA now desire to enter into this MOU in order to set forth their respective rights and responsibilities regarding RCA's purchase of a portion of the Beaumont Lamb Canyon Property.

Pursuant to the California Environmental Quality Act (CEQA), this Agreement was reviewed and determined to be categorically exempt from State CEQA, under State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061 (b)(3), "common sense" exemption, as it will not result in direct impacts to the physical environment or reasonably foreseeable indirect effects.

This Form 11 and MOU Agreement have been approved as to legal form by County Counsel.



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

**Impact on Citizens and Businesses**

The benefit of this MOU allows for future development of the Lamb Canyon Landfill and at the same time protects certain conservation lands from development.

**Attachments:**

- Aerial Image
- Memorandum of Understanding By and Between the County of Riverside and the Western Riverside County Regional Conservation Authority.
- CEQA Notice of Exemption

CAO:ar/09272021/064WA

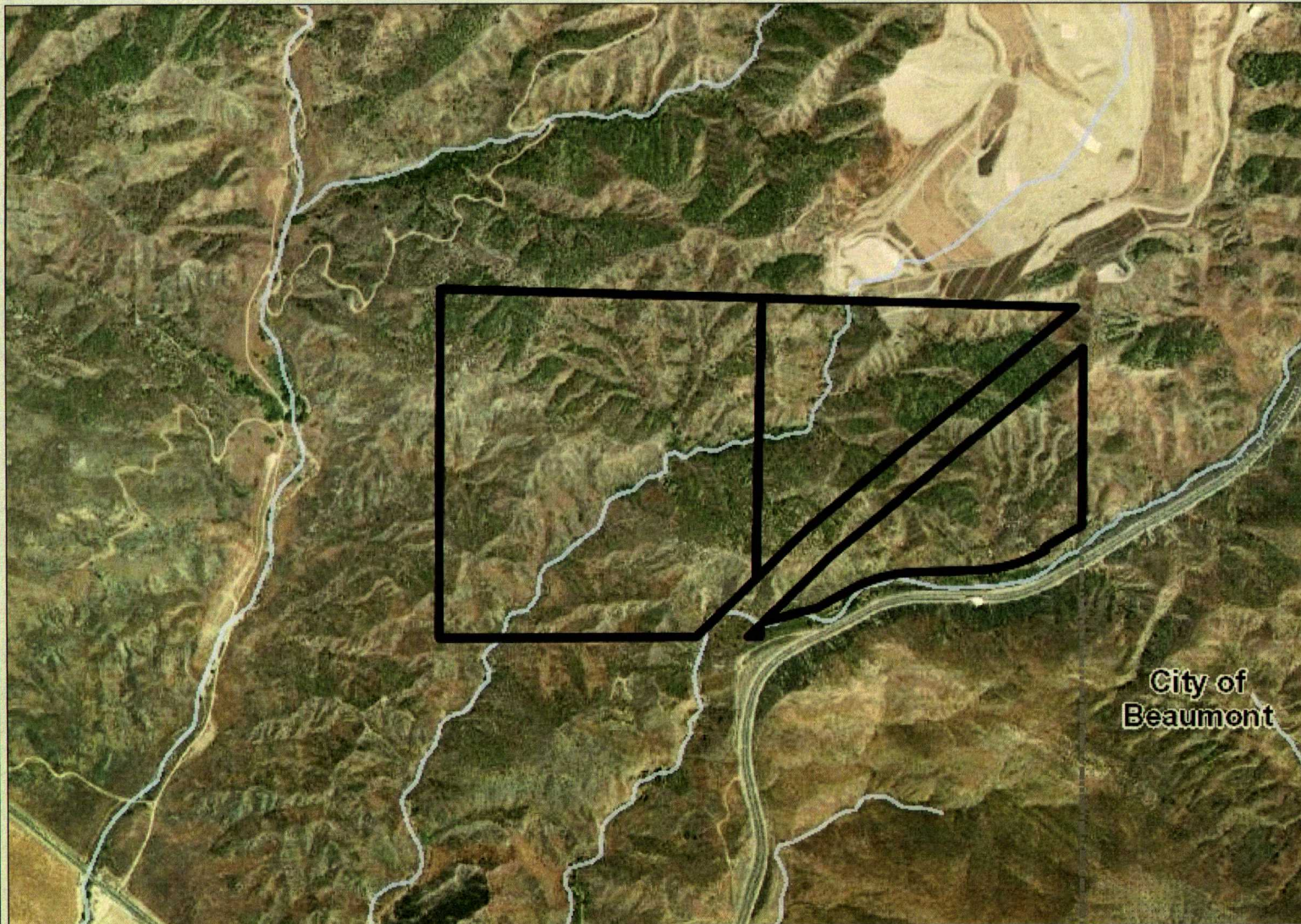
  
\_\_\_\_\_  
Meghan Hahn, Senior Management Analyst 11/24/2021

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 11/23/2021



# Aerial Image

APNs: 424-190-020, 424-190-021, 424-190-022, and 424-190-024



## Legend

- Blueline Streams
- City Areas



**\*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.

## Notes

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REPORT PRINTED ON... 9/17/2021 11:17:37 AM

© Riverside County GIS



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

FOR COUNTY CLERK USE ONLY

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

10/09/21  
Date

PR  
Initial

### NOTICE OF EXEMPTION

September 24, 2021

**Project Name:** Lamb Canyon MOU with Western Riverside Regional Conservation Authority (RCA)

**Project Number:** FM0414500064

**Project Location:** northwest of Lambs Canyon Road, 1.7 miles north of Gilman Springs Road, Beaumont, California, Assessor's Parcel Numbers (APNs): 424-190-020, 424-190-021, 424-190-022, 424-190-024

**Description of Project:** The County of Riverside (County) is owner of land known as Lamb Canyon Landfill, operated by the Waste Resources (RCDWR) located in unincorporated Riverside County, west of the City of Beaumont. The rough terrain that comprises the landfill and surrounding area is known as the Badlands. As the terrain of the land makes development difficult, the County and RCA are two of the largest landowners that use the land for waste and for habitat conservation. The County is looking to purchase approximately 275.98 acres from Beaumont Lambs Canyon, LLC (Beaumont Lamb Canyon Property), which has become available to the south of the landfill. While there are no current plans for expansion of the landfill, the property would be acquired to accommodate any future needs for expansion or as potential banked conservation land to donate to RCA should any future expansion need to occur in a different direction. RCA has approached the County and desires to purchase certain portions of the Beaumont Lamb Canyon Property, consisting of a minimum of 146 acres from the County, to augment the wildlife and plant habitat conservation region in the same geographic area provided. County and RCA now desire to enter into a Memorandum, of Understanding (MOU) to set forth the respective responsibility for RCA to purchase a portion of the Beaumont Lamb Canyon Property.

The implementation of the MOU with RCA is identified as the discretionary action to be analyzed under the California Environmental Quality Act (CEQA). The acquired land would remain in its current use as vacant property and will not result in an expansion of existing use due to the implementation of the MOU. The direct effects of the purchase of the 275.98 acres will also be address in a separate action by the Board. As no plans for expansion have been identified, the proposed action is limited to the direct effects of the MOU. It can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment. Any future changes involving expansion of the Lamb Canyon Landfill will be subject to separate CEQA environmental review prior to taking any choice limiting action or discretionary action.

**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 Existing Facilities Exemption and Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19, Section 15061 and Section 15301.

DEC 07 2021 3.12



**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 execution of the MOU with RCA.

The discretionary action to enter a MOU with RCA is exempt from the requirements of CEQA as it would not result in direct impacts to the physical environment or reasonably foreseeable indirect effects. At this time, there are many unknowns associated with any future expansion of the landfill or the details regarding which portion of the property would be transferred to RCA. No existing need for expansion at the current Lamb Canyon Landfill has been identified and the specific resulting indirect effects from these unknown project details are not reasonably foreseeable. A generalized characterization of a potential expansion would identify that the acquired land has limited uses, with the two most foreseeable being for conservation habitat or waste, both which would not result in any land use incompatibility. As there are no adjacent residences or other incompatible uses near the existing landfill, should the adjacent acquired area be used for landfill expansion, it is not anticipated that any other environmental effects would occur. The expansion would not be anticipated to increase in the intensity of operation of the landfill as it would only be shifted to the adjacent land with the same level of operation. The siting of the land is remote and sufficiently distanced from the nearest sensitive receptors, such that no site-specific effects would occur. The same access to the road network would occur. In addition, RCA would ensure that any sensitive habitat would be included as part of their conservation acquisition and not adversely affected. As no buildings would be required, no permanent effects to archaeological or cultural resources would be anticipated and measures could be implemented to avoid accidentally discovery.

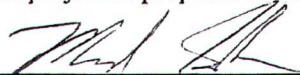
The County would continue to act as the Lead Agency for all of the necessary discretionary actions involving any landfill expansion to ensure that CEQA compliance is satisfied. The ultimate approval of a landfill expansion by the County is contingent on obtaining all required environmental and land use permits, including CEQA compliance with any applicable public agencies. The identification of future known additional discretionary actions provides a mechanism to address these indirect effects in more meaningful and detailed way when plans become available and when more meaningful disclosure can be provided to the public.

**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 an MOU that is limited to an administrative action regarding an agreement between the County and RCA for the transfer of a minimum of 146 acres from the County to RCA. RCA will base the acreage necessary on what is needed to augment the wildlife and habitat conservation in the area. The implementation of the MOU fall will not increase or expand the use of the site; 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 execution and implementation of the MOU with RCA is an administrative action that would finalize the completion of a property transfer from the County to RCA that allows RCA to augment and expand the wildlife and plant habitat that it currently has adjacent to the property. The MOU 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 MOU would be analyzed as part of a separate discretionary action taken by the County when it identifies a need for expansion. At that point, the County would develop and approve a design, which would provide enough reasonably foreseeable information to define a project description and address the potential environmental impacts of a proposed landfill expansion. 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:** 9/24/21  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Lamb Canyon MOU with RCA**

**Accounting String: 524830-47220-7200400000 - FM0414500064**

DATE: September 24, 2021

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: September 24, 2021  
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 # FM0414500064**  
Lamb Canyon MOU with RCA

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

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
COUNTY OF RIVERSIDE  
AND THE  
WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as MOU), is entered into on the \_\_\_\_\_<sup>th</sup> of \_\_\_\_\_, 202\_\_ (“Effective Date”), by the County of Riverside, a political subdivision of the state of California (hereinafter referred to as County), and the Western Riverside County Regional Conservation Authority, a public agency and joint powers authority (hereinafter referred to as RCA).

**WITNESSETH**

**WHEREAS**, Beaumont Lambs Canyon, LLC, (“Property Owner”) owns the properties identified with Assessor’s Parcel Number(s) (“APN(s)”) 424-190-020, 424-190-021, 424-190-022 and 424-190-024 (“Beaumont Lamb Canyon Property”), and

**WHEREAS**, the County desires to purchase from Beaumont Lambs Canyon, LLC certain portions of the Beaumont Lamb Canyon Property (“County Portion of the Property”), and

**WHEREAS**, RCA desires to purchase certain portions of the Beaumont Lamb Canyon Property, consisting of a minimum of 146 acres (“RCA Portion of the Property”) as depicted in Exhibit “A” to augment the wildlife and plant habitat conservation region in the same geographic area provided; however, that pursuant to the Western Riverside County Multiple Species Habitat Conservation Plan, additional acres (beyond the RCA Portion of the Property) of wildlife and plant habitat conservation would be required to be contributed by the County should the County propose a project to expand the Lamb Canyon Landfill within the remaining acreage of the Beaumont Lamb Canyon Property, and

**WHEREAS**, RCA desires that County, purchase both the County Portion of the Property and the RCA Portion of the Property, which is approximately 275.98 acres as shown in Exhibit “A” from the Property Owner in order to facilitate both the acquisition of the County Portion of the Property by the County and the RCA Portion of the Property by RCA, and



**WHEREAS**, the Property Owner and the County are negotiating for the Purchase and Sale of the Beaumont Lamb Canyon Property with an expected price of \$2,500 per acre (“Purchase Price”); and

**WHEREAS**, once County has purchased the Beaumont Lamb Canyon Property from the Property Owner, RCA desires to purchase from the County and the County desires to sell to RCA the RCA Portion of the Property at a pro rata share of the same price the County paid for the Beaumont Lamb Canyon Property using RCA funds (“RCA Purchase”), and

**WHEREAS**, RCA has inspected the Beaumont Lamb Canyon Property including a review of the physical condition of the Property, inspection and examination of soils, environmental factors, Hazardous Substances, if any, and archeological information relating to the Property, and a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property and finds the condition of the RCA Portion of Property suitable for its use and purposes, and

**WHEREAS**, the County has requested assurance from RCA that it will agree to purchase the RCA Portion of the Property prior to the County entering into the purchase and sale agreement with the Property Owner; and

**WHEREAS**, the County and RCA are entering into this MOU to provide assurance to the County that RCA will purchase the RCA Portion of the Property and to provide a process for the County and RCA to transfer the RCA Portion of the Property to RCA after the County closes escrow with the Property Owner.

**NOW, THEREFORE, BE IT RESOLVED**, found and determined that for the mutual promises contained herein, the parties hereto do hereby agree as follows:

1. **FUNDING**. RCA will contribute a pro rata share to the County for the RCA Portion of the Property, which shall be a minimum of 146 acres, at the same Purchase Price per acre that the County paid for the Beaumont Lamb Canyon Property. The County and RCA further agree to the following conditions:

a. **AGREEMENT**. RCA and the County will enter into a purchase and sale agreement in substantially the same form as shown in Exhibit “B,” attached to this MOU;

b. **CLOSE OF ESCROW.** The escrow for the County-RCA transfer of the RCA Portion of Property shall not commence until the County closes escrow with the Property Owner.

2. **TERM AND TERMINATION.** The County and RCA are entering into this MOU to provide a process for the County and RCA to complete the receipt of purchasing the Beaumont Lamb Canyon Property from the Property Owner and transferring approximately 146 acres or more of the Beaumont Lamb Canyon Property to RCA and thus, this MOU shall terminate upon the completion of all of the following events: the close of escrow for the transfer of the RCA Portion of Property from the County to RCA.

3. **CONFLICT OF INTEREST.** No member, official or employee of the County or RCA shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

4. **NO THIRD PARTY BENEFICIARIES.** This MOU is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this MOU.

5. **INDEMNIFICATION.** RCA shall indemnify, defend and hold the County, its officers, agents and employees free and harmless from any and all losses, injuries, claims, costs, expenses and liability (including attorney fees) incurred by or made against the County, its officers, agents and employees arising out of or related to: (i) the failure of RCA to purchase the RCA Portion of Property (ii) the condition or maintenance of the RCA Portion of the Property; (iii) any injury, damages or death to any persons; or (iv) the enforcement of this indemnification provision; provided, however, that the indemnification shall not operate to relieve the County from any loss, injury, damages, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligence of the County, its officers, agents or employees. This indemnification shall survive the termination of this MOU.



6. **DESIGNATED REPRESENTATIVES.** The following individuals are hereby designated as representatives of the County and RCA respectively to act as liaison between the parties:

**COUNTY**

County of Riverside  
Facilities Management-Real Estate Department  
3133 Mission Inn Ave  
Riverside, CA 92507

**RCA**

Western Riverside County  
Regional Conservation Authority  
Attn: Executive Director  
3403 10th Street, Suite 320  
Riverside, CA 92501

7. **CHANGES OR MODIFICATIONS.** No part of this MOU may be modified, altered, amended, waived, or changed without the express written consent of the parties hereto.

**COUNTY OF RIVERSIDE**

BY: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors  
DEC 07 2021

DATE

**WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION  
AUTHORITY**

BY: \_\_\_\_\_  
Anne Mayer  
Executive Director

DATE

Approved as to form:

\_\_\_\_\_  
RCA General Counsel  
Best Best & Krieger LLP

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: Janisella Russo  
Deputy

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

By: Wesley W. Stanfield  
Deputy County Counsel

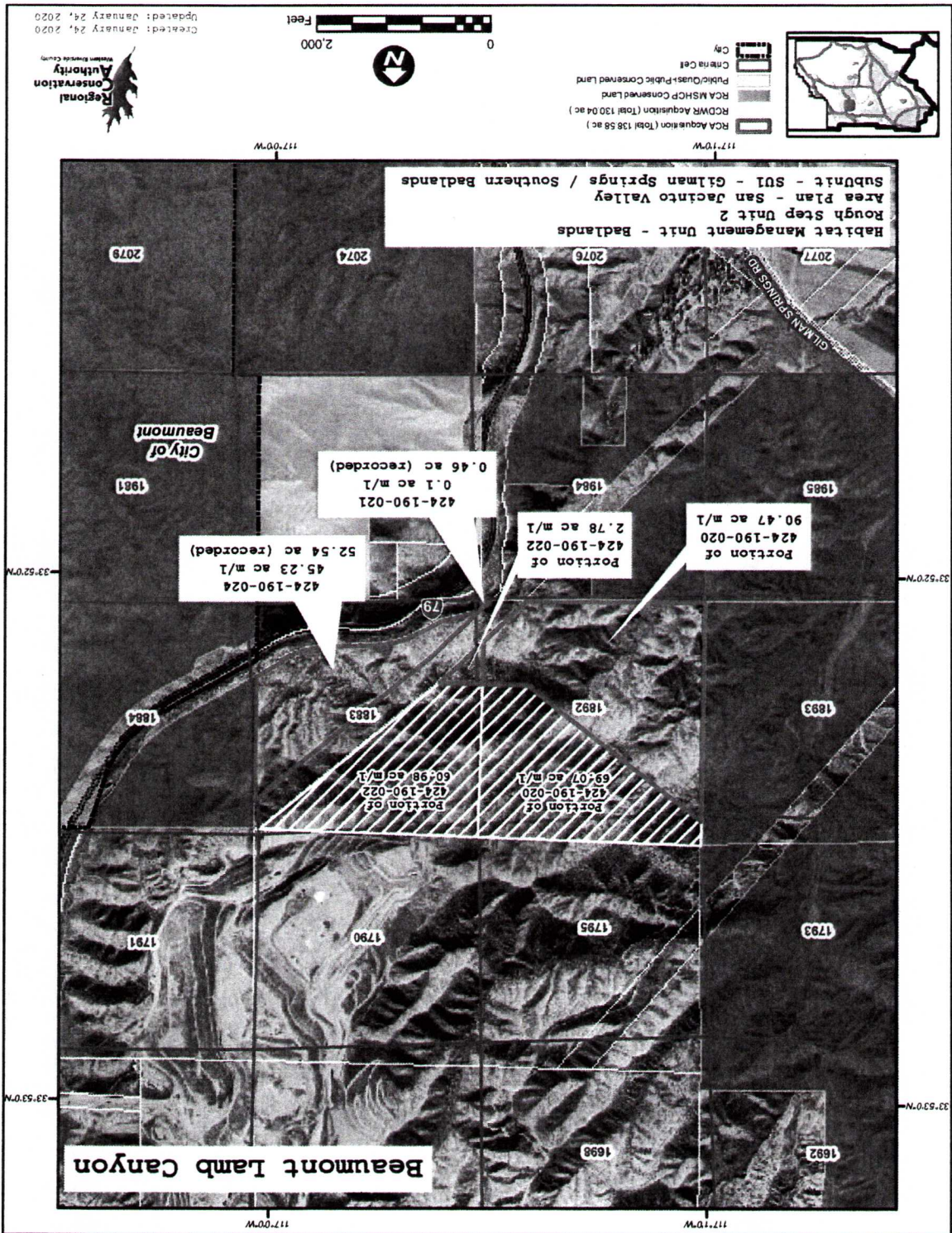


EXHIBIT "A"



## EXHIBIT "B" TO THE LAMB CANYON MOU

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ESCROW INSTRUCTIONS ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date") between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority (referred to interchangeably herein as "RCA" and as "Purchaser"), and County of Riverside, a political subdivision of the state of California (referred to herein as "Seller").

#### RECITALS

A. Seller is the owner of approximately 146 acres or more of real property located in the unincorporated area of Banning, Assessor's Parcel Number(s) 424-190-020, 424-190-021, 424-190-022 and 424-190-024 ("Property"), more particularly described in the Legal Description attached as Exhibit A.

B. Purchaser desires to purchase the Property to augment the wildlife and plant habitat conservation region in the same geographic area, and Seller desires to sell the Property, on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above Recitals, which are incorporated into this Agreement, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Definitions. As used in this Agreement the following terms shall have the following definitions:

"Agreement" is defined in the preamble.

"Approved Exceptions" is defined in Section 9(c).

"Assignment" is defined in Section 19.

"Close of Escrow" is defined in Section 11(d).

"Closing Date" is defined in Section 11(d).

"Deed" is defined in Section 11(b)(i).

"Disapproved Exception" is defined in Section 9(d)

"Effective Date" is defined in the preamble.

“Environmental Laws” means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as defined subsequently in this Agreement), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now in effect, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA) [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) and the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 U.S.C.A. §§ 5101 et seq.]; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) [7 U.S.C.A. §§ 136 et seq.]; the Clean Air Act (CAA) [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act (SDWA) [42 U.S.C.A. §§ 300f et seq.]; the Surface Mining Control and Reclamation Act of 1977 (SMCRA) [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA or EPCRTKA) [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act of 1970 (OSHA) [29 U.S.C.A. §§ 651 et seq.]; the California laws regarding the underground storage of hazardous substances [H & S C §§ 25280 et seq.]; the Hazardous Substance Account Act [H & S C §§ 25300 et seq.]; the California laws regarding hazardous waste control [H & S C §§ 25100 et seq.]; the Safe Drinking Water and Toxic Enforcement Act of 1986 [H & S C §§ 25249.5 et seq.]; the Porter-Cologne Water Quality Control Act [Wat C §§ 13000 et seq.], and any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

“EPA” is defined in Section (b) in the definition for “Hazardous Substances.”

“Escrow” is defined in Section 4.

“Escrow Agent” is defined in Section 4.

“Exception” is defined in Section 9(c).

“Existing Adverse Condition” is defined in Section 8(a).

“FIRPTA Affidavit” is defined in Section 11(b)(ii).

“Hazardous Substances” includes without limitation:

(a) Those substances included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” or



“pollutant or contaminant” in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is:

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 U.S.C.A. § 1321 or listed pursuant to 33 U.S.C.A. § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

“Installation Contract” and “Installation Notice” are defined in Section 10.

“Laws” shall mean all federal, state and local laws, codes, ordinances and regulations, excluding Environmental Laws.

“Monetary Liens” is defined in Section 9(c).

“Preliminary Report” is defined in Section 9(a).

“Prevailing Party” is defined in Section 20.

“Property” includes, in addition to the meaning assigned in Recital A above, collectively the Real Property, all improvements presently or hereafter existing on the Real Property, all water rights, all mineral rights, all plans and specifications relating to the present or planned construction of improvements on the Real Property, including all governmental permits or licenses, utility contracts, service contracts, maintenance contracts, operating contracts, or other intangible property (if any) now owned by Seller in connection with the development, operation, or ownership of the Property or other rights relating to the ownership, use, or operation of the Property, including all materials purchased by Seller for use on the Property or in the construction of improvements on the Property, and all of Seller’s rights in and to any fees paid to any governmental agency or utility.

“Purchase Price” is defined in Section 3.

“Purchaser” is defined in the preamble.

“RCA” is defined in the preamble.

“Seller” is defined in the preamble.

“Title Policy” is defined in Section 11(a).

“Withholding Affidavit” is defined in Section 11(b)(iii).

2. Purchase and Sale. Seller agrees to sell and Purchaser agrees to purchase the Property subject to the terms and conditions in this Agreement.

3. Purchase Price. The purchase price for the Property shall be at a rate of \$2,500 per acre totaling THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS AND 00/100 (\$365,000) (“Purchase Price”). On or before the Closing Date, Purchaser shall deposit with Escrow Agent the full amount of the Purchase Price in cash or in immediately available funds.

4. Escrow. By this Agreement, Purchaser and Seller establish an escrow (“Escrow”) with a reputable title company chosen by Purchaser (the “Escrow Agent”), subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control. RCA’s agent for matters related to the Closing of Escrow shall either be RCA staff or the County of Riverside’s Facilities Management Department, Real Estate Division.

5. As-Is/Release

(a) Subject to Seller’s representations and warranties expressly set forth herein and acknowledging Purchaser’s opportunity to inspect the Property, Purchaser agrees to purchase the Property “AS IS”, “WHERE IS”, with all faults and conditions thereon. Any written or oral information, reports, statements, or documents or records concerning the Property shall not be representations or warranties, unless specifically set forth in this Agreement. In purchasing the Property or taking other action hereunder, Purchaser has not and shall not rely on any such disclosures, but rather, Purchaser shall rely only on Purchaser’s own inspection of the Property. Purchaser acknowledges that the Purchase Price reflects and takes into account that the Property is being sold “as is.”

(b) Purchaser acknowledges and agrees that except as expressly set forth in this Agreement, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property.

(c) Purchaser represents to Seller that Purchaser has conducted such investigations of the Property as Purchaser deems necessary or desirable to satisfy itself as to any matter relating to the Property, and will rely upon same and not upon any information provided



by or on behalf of Seller, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors representing or purporting to represent the Seller with respect thereto except such representations as are specifically set forth herein. Upon Closing, Purchaser shall assume the risk that adverse matters regarding the Property may not have been revealed by Purchaser's investigations, and Purchaser shall be deemed to waive and release Seller and Seller's affiliates from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including reasonably attorney's fees, of any and every kind or character, known or unknown, by reason of or arising out of the Property. Buyer acknowledges that the foregoing release includes claims of which Buyer is presently unaware and may be unanticipated and unsuspected.

6. Conditions to Purchaser's Performance. Purchaser's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser obtaining funding in an amount required for the acquisition of the Property. In the event that RCA needs to obtain funds from State or federal governments, then Seller agrees to extend the Close of Escrow to allow for such funding.

(b) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow;

(c) No adverse material change shall have occurred with respect to the condition of the Property from the Effective Date through the Closing Date;

(d) Seller's performance of all obligations under this Agreement;

(e) Escrow Agent being prepared to issue the Title Policy on the Close of Escrow, subject only to the Approved Exceptions; and

(f) This Agreement shall be expressly contingent upon formal acceptance and approval by the Purchaser's Board of Directors of this Agreement. To allow members of the Board of Directors to comply with Government Code section 84308, Seller agrees to disclose any contribution(s) given to members of the Board of Directors of more than \$250 within the preceding twelve (12) months on the form attached hereto as Exhibit "D."

7. Conditions to Seller's Performance. Seller's obligation to perform under this Agreement is subject to Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

8. Access.

(a) Access to the Property during the Escrow shall be given to Purchaser, its agents, employees, or contractors during normal business hours upon at least one (1) business days' notice to Seller, at Purchaser's own cost and risk, for any purposes, including, but not limited to, inspecting the Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Property). Purchaser shall indemnify and defend Seller against and hold Seller harmless from all losses, costs, damages,



liabilities, and expenses, including, without limitation, reasonable attorney fees arising out of Purchaser's entry onto the Property or any activity thereon by Purchaser or its agents, employees, or contractors prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the gross negligence or willful acts of Seller. Any entry onto the Property by Purchaser or its agents, employees, or contractors shall be at reasonable times. The provisions of this Section shall survive the Close of Escrow. Notwithstanding anything herein to the contrary, Purchaser and Seller agree that Purchaser shall not incur any liability hereunder merely by the discovery of an "Existing Adverse Condition" (as defined below) regardless of whether such Existing Adverse Condition, once revealed, negatively impacts the value of the Property or otherwise causes Seller to incur liabilities, costs or expenses. The term "Existing Adverse Condition" shall mean an adverse condition existing on or with respect to the Property that is discovered or revealed by Purchaser, and not caused either directly or indirectly by the Purchaser, in the course of its Property inspection hereunder.

(b) In addition to the provisions of Section 8(a), Purchaser and its agents, employees, or contractors shall have the right, from the date of this Agreement until the Closing Date, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. Seller agrees to cooperate reasonably with Purchaser and its agents, employees, or contractors in the inspection of the Property and agrees to deliver to Purchaser all information in Seller's possession or control pertaining to the condition of the Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

## 9. Title.

(a) Within ten (10) days following the execution of this Agreement by both parties, Purchaser shall cause Escrow Agent to issue to Purchaser (with a copy to Seller) a preliminary report for an ALTA Standard Policy of Title Insurance for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Seller's title to the Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

(b) Seller agrees to deliver to Purchaser, promptly following the full execution and delivery of this Agreement, copies of any survey of the Property in the possession of Seller.

(c) Purchaser shall approve or disapprove, in writing to Seller with a copy to Escrow Agent, each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation (each an "Exception") within thirty (30) days following the receipt of the Preliminary Report or the execution of this Agreement, whichever is later ("Review Period"). Purchaser's failure to approve or disapprove within the Review Period shall be deemed to be an approval of the Exceptions. The Exceptions approved by Purchaser hereunder shall be referred to as the "Approved Exceptions." All monetary liens or monetary encumbrances on the Property except for liens for general and special taxes and assessments not yet due and payable (collectively, "Monetary Liens") are disapproved and Seller shall eliminate the same prior to or upon the Closing Date.



(d) If any Exception is disapproved, Seller shall have the right, but not the obligation, within thirty (60) days following expiration of the Review Period, to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to Purchaser and Escrow Agent, all at Seller's sole cost and expense. Upon Seller's exercise of such right, Seller authorizes Escrow Agent to disburse from the cash portion of the Purchase Price and proceeds otherwise disburseable to Seller upon Closing the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If Seller is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the period specified above, then Purchaser may terminate this Agreement ten (10) business days after expiration of the 60-day period for curing the Disapproved Exceptions upon written notice to Seller or after Seller advises Purchaser in writing that Seller is unable or unwilling to cause such discharge, satisfaction, release, or termination, whichever occurs first, unless within such ten business day period, Purchaser waives in writing such Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If this Agreement terminates pursuant to the foregoing sentence, then Seller shall pay all charges of the Escrow Agent in connection with this transaction, including the charges of the surveyor and environmental engineering company, the parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing party. Anything above to the contrary notwithstanding, it is understood and agreed that Purchaser's indemnity obligations under Section 8 shall not terminate upon termination of this Agreement pursuant to this or any other provision hereof.

10. Marker Installation Contract. Seller shall execute a "fixed price" or "not to exceed price" contract for the installation of survey markers and white pipes [at a minimum of six (6) feet in height] ("Installation Contract"). Survey markers shall be installed in accordance with Riverside County Ordinance 460, section 9.10 and Ordinance 461, section 21 (attached herein as Exhibit "B"). Seller shall deposit with Escrow Agent prior to Close of Escrow a copy of the Installation Contract and Escrow Agent shall retain in Escrow sufficient of Seller's funds to pay the Installation Contract, which payment may occur after the Close of Escrow. Seller shall provide Purchaser and Escrow Agent with a Completion Notice, evidencing the completion of all work under the Installation Contract, along with a copy of the survey required to install survey markers, as required by State law. Within thirty (30) days after receipt of such Completion Notice, Purchaser shall provide written notice to Seller and Escrow Agent ("Installation Notice") that RCA approves of all work done under the Installation Contract; or, in the alternative, such Installation Notice shall detail any objections which RCA may have to the work done under the Installation Contract. If Purchaser fails to provide any Installation Notice within thirty (30) days of receipt of any Completion Notice, then of all work done under the Installation Contract shall be deemed to have been approved by Purchaser. Upon Seller's receipt of an Installation Notice containing objections or non-compliance issues, Seller shall arrange with the contractor to correct all items listed in the Installation Notice. Upon receipt of Seller's second Completion Notice (evidencing the correction of all items listed in Purchaser's Installation Notice), Purchaser shall have fifteen (15) days to provide a second Installation Notice to Seller and Escrow Agent. Should Purchaser's second Installation Notice contain any objections or corrections not yet satisfactorily completed, then Seller shall once again arrange for



the remaining corrections. Upon completion, Seller shall once again issue a Completion Notice to Purchaser and to Escrow Agent. In the event all objections and corrections have not yet been satisfied/completed, Purchaser shall have the right to engage a different contractor to complete the work and Seller agrees to bear the costs for the different contract to complete the work described in Purchaser's Installation Notice(s). Any contractor retained by Seller or Purchaser under this Section 10 shall have a right of entry onto the Property.

Escrow Agent's payment in full of the Installation Contract (directly to the contractor) shall only occur upon Escrow Agent's receipt of the following documents:

(i) Purchaser's confirmation to Escrow Agent that all work under the Installation Contract has been completed satisfactorily; and

(ii) a conditional lien release by contractor (if required) for the full payment to be made under the Installation Contract.

11. Close of Escrow.

(a) Title. Simultaneously with the Close of Escrow, Escrow Agent shall issue an ALTA Standard Policy of Title Insurance (formerly referred to as a CLTA Title Policy) ("Title Policy") in the amount of the Purchase Price, subject only to Approved Exceptions.

(b) Seller's Deposits into Escrow. Seller shall deposit with Escrow Agent on or prior to the Close of Escrow the following documents:

(i) a grant deed in the form attached hereto as Exhibit "C" executed and acknowledged by Seller, conveying to Purchaser good and marketable fee simple title to the Property, subject only to the Approved Exceptions ("Deed");

(ii) Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit");

(iii) California Franchise Tax Board Form 593-C regarding the withholding of California taxes on the sale of California real estate ("Withholding Affidavit");

(iv) copy of the Installation Contract and the Completion Notice described in Section 10; and

(v) Seller's approval of the draft of Escrow Agent's closing statement.

(c) Purchaser's Deposits into Escrow. Purchaser shall deposit with Escrow Agent, on or prior to the Close of Escrow, the balance of the Purchase Price in accordance with Section 3, the Certificate of Acceptance for the Grant Deed, and Purchaser's approval of the draft of Escrow Agent's closing statement. Purchaser shall deposit with Escrow Agent prior to or after the Close of Escrow, the documents related to the Installation Contract described in Section 10.



(d) Closing Date. The conveyance of the Property to Purchaser and the closing of this transaction ("Close of Escrow") shall take place within five (5) business days of the satisfaction of the conditions set forth in Section 6 and Section 7, provided, however, that in no event shall the Close of Escrow occur later than one hundred twenty (120) days following the execution of this Agreement ("Closing Date"), except as otherwise agreed by Purchaser and Seller in writing in which case the Closing Date shall be similarly extended. Either Purchaser or Seller shall have the right to terminate Escrow and this Agreement if the conditions set forth in Section 6 (for Purchaser) or Section 7 (for Seller) have not been satisfied as of the Closing Date.

(e) Closing Statement. No more than two days prior to the Closing Date, Escrow Agent shall deliver to Purchaser and to Seller, for their respective approvals, drafts of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

(f) Closing Instructions. On the Closing Date (or any extension thereof), Escrow Agent shall close Escrow as follows:

(i) record the Deed (marked for return to Purchaser) with the Riverside County Recorder;

(ii) issue the Title Policy;

(iii) prorate taxes, assessments, rents, and other charges as provided in Section 11(g);

(iv) retain an amount of Seller's funds sufficient to pay the contractor under the Installation Contract described in Section 10;

(v) disburse to Seller the Purchase Price less prorated amounts and charges to be paid by, retained for, or on behalf of Seller;

(vi) charge Purchaser for those costs and expenses to be paid by Purchaser pursuant to this Agreement and disburse any net funds remaining after the preceding disbursements to Purchaser;

(vii) prepare and deliver to both Purchaser and Seller one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow;

(viii) deliver to Purchaser an Assignment (if any), the FIRPTA Affidavit, and the Withholding Affidavit and withhold from the Purchase Price a sufficient amount necessary to comply with any federal or State withholding requirements.

If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify Purchaser and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller. It is mutually further agreed by and between Purchaser and Seller that if all, and each and every one, of the terms and conditions of this Purchase Agreement are not met within their respective specified time periods, then the Purchaser's deposit, if any, shall be immediately returned to Purchaser, this Purchase Agreement and the Escrow shall terminate and neither party shall have any further

rights or obligations to the other party, and the Escrow shall be cancelled, unless extended in writing by both Purchaser and Seller.

(g) Cost Allocations. Escrow Agent shall allocate the following costs at the Close of Escrow:

(i) Seller shall pay:

(A) all charges in connection with the Installation Contract; and

(B) all charges in connection with removing any Disapproved Exceptions pursuant to Section 9(d) and to cure any defect in vesting in order to satisfy the condition set forth in Section 6(f).

(ii) Purchaser shall pay:

(A) the recording charges in connection with recordation of the Deed; provided, however, that this Deed is entitled to be recorded without a fee pursuant to Government Code Section 27383 because the Deed is for the benefit of a public agency;

(B) all governmental conveyancing fees and taxes due upon transfer of the Property, provided, however, that no documentary transfer tax will be payable with respect to this transaction, pursuant to Revenue and Taxation Code Section 11922;

(C) all charges in connection with issuance of a ALTA Standard Policy of Title Insurance in the amount of the Purchase Price; and

(D) the escrow fee charged by Escrow Agent.

(iii) Real Estate Taxes. Seller shall pay real property taxes, if any, at the Close of Escrow based on the most current real property tax bill available, including any additional property taxes that may be assessed after the Close of Escrow, regardless of when notice of those taxes is received or who receives the notice. Seller may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been assessed for a period after the Close of Escrow as Purchaser is a public agency exempt from payment of such taxes. Purchaser further agrees to cooperate with Seller to provide any necessary information to the Assessor's office in connection with such request for refund.

(iv) Bonds, and Assessments. All present and future installments of any bond or assessment that constitutes a lien on the Property as of the Close of Escrow shall be paid by Seller.

(h) Possession. Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

12. Damage and Destruction.



(a) If any portion of the Real Property is damaged by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by Purchaser or its employees, agents, or contractors) prior to the Close of Escrow, such that the cost of fully repairing and correcting such damage is less than ten percent (10%) of the Purchase Price, Purchaser and Seller shall consummate this Agreement, but the cash portion of the Purchase Price payable at the Close of Escrow shall be reduced by an amount necessary to fully repair or correct any damage to the Real Property.

(b) If any portion of the Real Property is damaged by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by Purchaser or its employees, agents, or contractors), prior to the Close of Escrow, such that the cost of fully repairing or correcting such damage exceeds ten percent (10%) of the Purchase Price, as determined by the Purchaser, Purchaser may elect either (i) to terminate this Agreement upon written notice to Seller, in which event neither party shall have any further obligations under this Agreement except as otherwise provided in this Agreement, or (ii) to proceed with the purchase of the Property, in which event this Agreement shall remain in full force and effect, and Seller shall pay or assign to Purchaser (A) any amount due from or paid by any insurance company or any other party as a result of the damage and (B) the amount of any deductible under Seller's insurance policy and/or the cost of repairing or correcting such damage not covered by insurance shall be credited against the cash portion of the Purchase Price and shall reduce the amount payable at Close of Escrow pursuant to Section 3 hereof.

13. Condemnation.

(a) If any portion of the Property is taken by condemnation or eminent domain by a third party or is the subject of a threatened or pending condemnation or eminent domain proceeding by a third party that has not been consummated prior to the Close of Escrow resulting in a decrease in the value of the Property in an amount not exceeding ten percent (10%) of the Purchase Price, Purchaser and Seller shall consummate this Agreement without change in the Purchase Price, provided that Seller shall assign to Purchaser Seller's rights to all awards for the condemnation or taking and shall indemnify and guarantee Purchaser with respect to any costs incurred by Purchaser in repairing and restoring the Property that are not paid by such awards.

(b) If any portion of the Property is taken by condemnation or eminent domain by a third party or is the subject of a threatened or pending condemnation or eminent domain proceeding by a third party that has not been consummated prior to the Close of Escrow resulting in a decrease in the value of the Property in an amount in excess of ten percent (10%) of the Purchase Price, as mutually determined by the Parties, Purchaser may elect either to terminate this Agreement upon written notice to Seller and Escrow Agent or to consummate this Agreement, in which event Seller shall assign to Purchaser Seller's rights to all awards for the condemnation or taking, but without the indemnity and guarantee provided in subsection (a) above. Upon termination, neither party shall have any further obligations under this Agreement except as otherwise provided in this Agreement.

14. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that as of the date of this Agreement and as of the Close of Escrow:



(a) Hazardous Substances. Based on the Phase I Environment Site Assessment Report dated October 8, 2020 and to the best of Seller's knowledge the Property: (i) is free from Hazardous Substances; (ii) contains no buried or partially buried storage tanks located on the Property; (iii) has not been used for the generation, storage or disposal of any Hazardous Substance and no Hazardous Substance has been spilled, disposed of, or stored on, under, or at the Property; and (iv) has never been used as a dump or landfill;

(b) Compliance with Law. The Property is in material compliance with all applicable Laws and Environmental Laws;

(c) Leases. No recorded or unrecorded leases, licenses, or other agreements allowing any third party rights to use or rights of possession in the Property are or will be in force as of the Closing;

(d) Litigation and Investigations. There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property, and Seller has received no notice, warning, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Laws or Environmental Laws, or informing Seller that the Property is subject to investigation or inquiry regarding the violation of any Laws or Environmental Laws.

(e) Condition of Property. There are no natural or artificial conditions upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property;

(f) Access to the Property. There is no vehicular access to the Property either directly through a public right of way or through a recorded easement; and

(g) No Insolvency Proceedings. Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of substantially all of its assets; or (v) admitted in writing its inability to pay its debts as they come due.

(h) No Other Agreements, Undertakings or Tenancies. Seller will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Purchaser.

(i) Disclosure. Seller has disclosed to Purchaser all information, records, and studies in Seller's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. All information that Seller has delivered to Purchaser, either directly or through Seller's agents, is accurate and Seller has disclosed all material facts concerning the operation, development, or condition of the Property.

Seller shall promptly notify Purchaser of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If Purchaser



reasonably concludes that a fact materially and adversely affects the Property, Purchaser shall have the option to terminate this Agreement by delivering written notice to Seller and Escrow Agent. If Purchaser terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow and Seller shall be responsible for all costs of escrow.

15. Indemnity.

(a) Seller agrees to indemnify, defend and hold Purchaser harmless from all Damages (as defined in sub-section (b) below) to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by reason of (i) the breach or inaccuracy of any warranties and representations in Section 14, and/or (ii) any third-party claims arising out of or related to the ownership and use of the Property with respect to any period prior to the Close of Escrow.

(b) Definition of Damages. “Damages” shall mean all liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, assessments, levies, losses, fines, penalties, damages, costs and expenses, in each case as awarded by a court or arbitrator, including, without limitation, reasonable attorneys’ fees.

(c) Notice; Third Party Claims.

(i) Whenever any claim shall arise for indemnification under this Section 15, the party entitled to indemnification (“indemnified party”) shall promptly notify, in writing, the other party from whom indemnity may be sought under this Section 15 (“indemnifying party”), of the claim and, when known, the facts constituting the basis for such claim; provided, however, that the indemnified party’s failure to give such notice shall not affect any rights or remedies of such indemnified party hereunder with respect to indemnification for Damages except to the extent that the indemnifying party is prejudiced thereby.

(ii) In the event of any claim for indemnification hereunder resulting from or in connection with any claim or legal proceeding by a third party, the notice to the indemnifying party shall specify, if known, the amount or any estimate of the amount of the liability arising therefrom. Neither the indemnified party nor any indemnifying party shall settle or compromise any claim by a third party for which the indemnified party is entitled to indemnification hereunder, without the prior written consent of the other party, unless suit shall have been instituted against the indemnified party and the indemnifying party shall not have taken control of such suit after notification thereof as provided hereinafter.

(iii) Upon receipt of a claim, the indemnifying party shall promptly undertake the defense of the claim with counsel reasonably acceptable to the indemnified party. At its own expense, the indemnified party shall have the right to participate in the defense with counsel of its own choice. If the indemnified party has assumed the defense of any such claim or legal proceeding on account of the indemnifying party’s failure or refusal to prosecute such claim or legal proceeding, then all costs and expenses incurred by the indemnified party in connection with such assumption shall constitute Damages. Each party agrees to cooperate fully with the other, such cooperation to include, without limitation, attendance at depositions and the provision of relevant documents as may be reasonably requested by the indemnifying party;



provided, however, that the indemnifying party will hold the indemnified party harmless from all of its expenses and costs, including attorneys' fees and costs, as and when incurred in connection with such cooperation by the indemnified party.

16. Seller's Covenants. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of Escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear.

17. Authority of Parties.

(a) Seller warrants that this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Seller; (i) are binding obligations of Seller; and (ii) are collectively sufficient to transfer all of Seller's rights to the Property and do not violate the provisions of any agreement to which Seller is a party or which affects the Property. If Seller is a corporation, partnership, limited partnership, limited liability company, trust or other legal entity, then Seller further represents that Seller is duly formed and validly existing and in good standing under the laws of the jurisdiction set forth in the first paragraph of this Agreement. If said jurisdiction is other than California, then Seller warrants that to the extent required by applicable law, Seller is registered to do business and is in good standing in the state of California.

(b) Purchaser warrants that this Agreement and all other documents delivered prior to or on the Close of Escrow have been authorized, executed, and delivered by Purchaser; and are binding obligations of Purchaser.

(c) The parties warrant that the persons executing this Agreement on their behalf are authorized to do so, and on execution of this Agreement, this Agreement shall be valid and enforceable against Purchaser or Seller in accordance with this Agreement.

18. Brokers. Each party shall be solely responsible for the fees or commissions of any broker that has been retained or consulted by such party in connection with this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a claim by a broker for any such fees or commissions.

19. Assignment. Purchaser shall have the right to assign all rights and liabilities under this Agreement to any governmental agency.

20. Notices. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent,



waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when delivered via facsimile with confirmation from the receiving party via return fax; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To RCA: Western Riverside County Regional  
Conservation Authority  
3403 Tenth Street, Suite 320  
Riverside, CA 92501  
Phone: (951) 955-9700  
Fax: (951) 955-8873  
Attention: Executive Director

With copy to: Best Best & Krieger LLP  
P.O. Box 1028  
Riverside, CA 92501  
Phone: (951) 686-1450  
FAX: (951) 686-3083  
Attention: Steven C. DeBaun

To Seller: County of Riverside  
Attn: Vincent Yzaguirre  
3133 Mission Inn Avenue  
Riverside, California 92507  
Telephone: (951) 955-9011  
Email: [vyzaguirre@rivco.org](mailto:vyzaguirre@rivco.org)

until such time as a party gives notice of the change of address in accordance with the terms of this section.

21. Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

22. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

23. Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

24. Construction. The Section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

25. Merger. All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Deed or other documents.

26. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

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

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

29. Time of the Essence. Time is of the essence in this Agreement.

30. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

31. Governing Law and Venue. This Agreement and any dispute arising hereunder shall be governed by California law. Each party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in the County of Riverside, State of California, in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. SELLER HEREBY ACKNOWLEDGES THAT THE FOREGOING VENUE PROVISIONS HAVE BEEN CHOSEN AS THE APPROPRIATE AND CONVENIENT FORUM FOR ANY SUCH ACTION AND WAIVES ANY RIGHT TO OBJECT TO JURISDICTION ON THE BASIS OF LACK OF PERSONAL JURISDICTION OR FORUM NON CONVENIENS. Seller hereby consents to service of process via mail or overnight courier to the address specified in Section 19 or by any other method permitted under California law.

32. Survival. All representations, warranties, covenants and indemnity obligations of the parties shall survive the Closing of this Agreement.

33. Cooperation. Seller understands that RCA may seek from third party governmental agencies funding to reimburse RCA in whole or in part for the Purchase Price of the Property. Seller agrees to reasonably cooperate to assist RCA during the process to seek



such funding and to provide such documentation as reasonably necessary to assist RCA in applying for such funding.

**[SIGNATURES ON FOLLOWING PAGE]**

SIGNATURE PAGE FOR THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY with Escrow Instructions BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND THE COUNTY OF RIVERSIDE.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement to be effective on and as of the Effective Date set forth in the preamble to this Agreement.

<p><b>PURCHASER:</b>  <b>WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority</b></p> <p>By: _____  <b>Anne Mayer</b>  <b>Executive Director</b></p>	<p><b>SELLER:</b>  <b>County of Riverside, a political subdivision of the State of California</b></p> <p>By: _____  <b>Chair</b>  <b>Board of Supervisors</b></p>
	<p><b>ATTEST:</b>  <b>Kecia R. Harper</b>  <b>Clerk of the Board</b></p> <p>By: _____  <b>Deputy</b></p>
<p><b>Approved as to Form:</b>  <b>Best Best &amp; Krieger LLP</b></p> <p>By: _____</p>	<p><b>Approved as to Form:</b>  <b>Gregory P. Priamos,</b>  <b>County Counsel</b></p> <p>By: _____  <b>Wesley W. Stanfield</b>  <b>Deputy County Counsel</b></p>



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**To Be Determined**

## **EXHIBIT B**

### **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY SURVEY MONUMENT AND GPS SPECIFICATIONS**

Survey monuments shall be installed in accordance with Riverside County Ordinance 460, section 9.10 and Ordinance 461, section 21. (See attached Exhibit B-1.) Unless otherwise specified by RCA all monuments shall comply with criteria for Standard "A" monuments.



## EXHIBIT B-1

<http://www.clerkoftheboard.co.riverside.ca.us/ords.htm>

### **Ordinance 460**

#### **SECTION 9.10. SURVEYS AND MONUMENTS.**

A. At the time of making the survey for a final map or parcel map, the engineer or surveyor shall set sufficient durable monuments to conform to the standards described in section 8771 of the Business and Professions code and also comply with the requirements of Ordinance No. 461 and with the requirements of the County Surveyor.

B. All monuments for final maps and parcel maps shall be set prior to the recordation of the map. The land divider may execute a secured agreement or cash bond guaranteeing the setting of the monuments upon approval by the County Surveyor.

### **Ordinance 461**

#### **21. MONUMENTS**

**21.01 General Requirements:** The subdivision boundaries, lot corners, road, street, highway centerline, angle points in all lines, beginning and end of all curved lines, shall be monumented in accordance with the hereinafter described standard monuments and procedures. Any monument having characteristics other than the hereinafter described may be used only upon written approval of the County Surveyor. If an existing record and identified monument is found on the ground at the location of a subdivision corner, this monument may be used in lieu of replacement with a new monument provided the existing monument is a type considered to be durable.

**21.02 Standard "A" Monuments:** This monument is to be one inch (inside diameter) iron pipe eighteen (18") inches long. A metal disc or plastic plug bearing the registered civil engineer or land surveyor number shall be securely affixed to the top of the pipe. The top surface of the monument shall be flush with natural ground, flush with surface in paved streets and twelve (12") inches down in unpaved streets.

**21.03 Standard "B" Monuments:** This monument is to be an eighteen (18") inch long copper clad steel pin to which is secured at one end a one and one-half (1-1/2") inch conical brass cap. The monument may be used as an alternate to the type "A" monument to mark centerline control on streets. The monument is to be driven flush with the street pavement. After setting the monument, the Registered Civil Engineer or Land Surveyor number shall be stamped into the surface of the brass cap. Modification of the above standard may be approved by the County Surveyor. See Standard drawing numbers 900 and 901 for further information.

**21.04 Standard "C" Monuments:** This monument is to consist of a 2" x 2" x 18" long redwood stake cut from clear heartwood firmly set in the ground. The exact point of intersection of the lines shall be marked on the top center of the stake by a suitable tack or nail, which in turn shall

be used to secure to the stake the metal disk bearing the Registered Civil Engineer or Land Surveyor Number. A 1/2" rebar, 18" long with appropriately stamped plastic cap may be used in place of a redwood stake. See monument schedule for use of this monument.

**21.05 Standard "D" Monuments:** This monument to consist of a 3/4" inside diameter x 18" long galvanized iron pipe, driven to a point not to exceed 1" above the natural ground surface. The exact point of intersection of the lines shall be marked on the top center of the pipe by a suitable tack or nail, which in turn shall be used to secure to the pipe the metal disk bearing the Registered Civil Engineer or Land Surveyor Number of plastic plug with RCE or LS number with mark for exact point. See monument schedule for use of this monument.

**21.06 Standard "E" Monuments:** This monument to consist of lead plug or steel pin with metal Identification disk set in concrete curb. See monument schedule for use of this monument.



(GRANT DEED)

EXHIBIT C

Recorded at request of and return to:

Western Riverside County Regional  
Conservation Authority  
3403 Tenth Street, Suite 320  
Riverside, California 92501  
Attn: Executive Director

**FREE RECORDING**

This instrument is for the benefit of the  
Western Riverside County Regional  
Conservation Authority, and is entitled to be  
recorded without fee. (Govt. Code 27383)

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

**GRANT DEED**

PROJECT: MULTIPLE SPECIES HABITAT  
CONSERVATION PLAN

APN: \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, County of Riverside, a political subdivision of the State of California, herein called "Grantor", hereby GRANTS to WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority ("Grantee"), the real property in the County of Riverside, State of California, described as:

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

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the \_\_th day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Seller



ATTACH NOTARY ACKNOWLEDGEMENT

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the real property conveyed by \_\_\_\_\_, on the Grant Deed dated \_\_\_\_\_, 20\_\_ to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by the Board of Directors, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

GRANTEE:

WESTERN RIVERSIDE COUNTY REGIONAL  
CONSERVATION AUTHORITY, A public agency  
and a joint powers authority

By: \_\_\_\_\_  
Honey Bernas  
Interim Executive Director



**EXHIBIT D**  
**(CONTRIBUTION DISCLOSURE FORM)**