

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



**ITEM: 3.12  
(ID # 23440)**

**MEETING DATE:**  
Tuesday, November 28, 2023

**FROM :** FACILITIES MANAGEMENT AND FIRE :

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution No. 2023-262 Authorization to Purchase Real Property in the Unincorporated Area of Winchester, County of Riverside, State of California, Portions of Assessor's Parcel Numbers 472-110-029 and 472-110-040 by Grant Deed from Jay L. Greenstein and Sheryl D. Greenstein, as Trustees of the Jay and Sheryl Greenstein Family Trust, along with Albert F. Conard and Carolyn L. Conard, Trustees of the Albert and Carolyn Conard Family Trust; District 3, CEQA Exempt per State CEQA Guidelines Section 15061(b)(3). [\$900,000 – 100% Development Impact Fees](Clerk to file Notice of Exemption)

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

1. Find the project is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

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

  
Rose Salgado, Director of Facilities Management 11/9/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: November 28, 2023  
xc: FM, Fire, FM-RE, Recorder, COBcf

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

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

2. Adopt Resolution No. 2023-262, Authorization to Purchase Real Property in the Unincorporated Area of Winchester, County of Riverside, State of California, Portions of Assessor's Parcel Numbers 472-110-029 and 472-110-040, by Grant Deed from Jay L. Greenstein and Sheryl D. Greenstein, as Trustees of the Jay and Sheryl Greenstein Family Trust, along with Albert F. Conard and Caroline L Conard, Trustees of the Albert and Carolyn Conard Family Trust;
3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions with Jay L. Greenstein and Sheryl D. Greenstein, as Trustees of the Jay and Sheryl Greenstein Family Trust, along with Albert F. Conard and Caroline L Conard, Trustees of the Albert and Carolyn Conard Family Trust, and the County of Riverside, and authorize the Chair of the Board of Supervisors (Board) 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 transactions;
5. Ratify and authorize reimbursement to FM-RE in the amount not-to-exceed \$200,000 for transactional, due diligence, and staff costs; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working 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>	\$ 900,000	\$ 0	\$ 900,000	\$ 0
<b>NET COUNTY COST</b>	\$ 900,000	\$ 0	\$ 900,000	\$ 0
<b>SOURCE OF FUNDS: Development Impact Fees (100%)</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24</b>	

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

**BACKGROUND:**

On October 17, 2023, the Board of Supervisors approved the adoption of Resolution No. 2023-261, Notice of Intention to Purchase Real Property in the Unincorporated Area of Winchester, County of Riverside, State of California, for portions of Assessor's Parcel Numbers 472-110-029 and 472-110-040.

Through this action, the County intends to purchase a 2.02 acre portion of land from two greater properties known as Assessor's Parcel Number (APN) 472-110-029 which is currently owned by

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Jay L. Greenstein and Sheryl D. Greenstein, as Trustees of the Greenstein Family Trust dated April 23, 2021, and APN 472-110-040 which is currently owned by Albert F. Conard and Carolyn L. Conard as Trustees of The Albert and Carolyn Conard Family Trust dated April 12, 2021 (collectively known as the "Sellers") (collectively, the "Property").

Pursuant to California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.

This item seeks the Board's authorization to purchase the Property, along with the approval of the attached purchase agreement, in the amount of Seven-Hundred Thousand Dollars (\$700,000.00), for 2.02 acres of land of the currently existing and combined 10.63 acres of land. The Property will be referred to as the future site of a new Pourroy Fire Station.

Resolution No. 2023-262 and the Agreement of Purchase and Sale and Joint Escrow Instructions between the Sellers have been reviewed and approved by County Counsel as to legal form.

The site was previously reviewed under CEQA as part of the approval of the Notice of Intent to Purchase Real Property as described above. The proposed action, which authorizes the County to initiate process to acquire the Property falls within the previous CEQA review and would remain exempt under the "Common Sense" Exemption identified in State CEQA Guidelines Section 15063(b)(3). As with the previous Board approval, the design of the future fire station is not substantive enough to provide a meaningful analysis of the indirect impacts of this action at this time. The action to acquire the Property would not preclude any future analysis, alternatives, or mitigation measures of development of a future fire station and additional environmental review would occur with the County acting as the Lead Agency, once a refined design is completed.

**Impact on Residents and Businesses**

The acquisition of the Property will provide the County with a centralized site for a future Fire Station that will provide improved safety and response times in this rapidly growing region of the County. The residents and businesses of the County will be served with the development of a future fire Station which would be pursued beyond this acquisition.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Facilities Management (FM) will be processing a Parcel Map on behalf of Fire in order to perfect the proper legal parcels for the Property and provide for conforming remnant parcels. Any and all costs associated with the parcel map processing by and through County Planning will be reimbursed from Fire directly to FM-RE. The following summarizes the cost associated with the acquisition of the Property:

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STATE OF CALIFORNIA**

Total Purchase Price: (Divided equally between the Sellers)	\$ 700,000
Estimated Title and Escrow Charges:	\$ 15,000
Preliminary Title Reports	\$ 3,000
County Appraisal	\$ 8,000
Environmental Studies	\$ 4,000
County Staff Time - Includes FM-Real Estate, FM-Environmental, and County Counsel	\$ 95,000
Contract Survey Work	\$ 20,000
County Survey and County Planning Costs	\$ 40,000
Bond Amount for Parcel Map	\$ 15,000
Total Acquisition Costs	\$ 200,000
Total Estimated Acquisition Costs (Not to Exceed)	\$ 900,000

**ATTACHMENTS**

- Aerial Image
- Resolution No. 2023-262
- Agreement of Purchase and Sale and Joint Escrow Instructions for Portions of APNs 472-110-029 and 472-110-040
- Notice of Exemption


DC:kv/05242023/016DP/30.941

  
Aaron Gettis, Deputy County Counsel 11/15/2023



**FILED / POSTED**  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder  
E-202301238  
11/30/2023 03:13 PM Fee: \$ 50.00  
Page 1 of 2

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



**NOTICE OF EXEMPTION**

October 31, 2023

**Project Name:** Authorization to Acquire Property in the Unincorporated Area of Winchester, County of Riverside, California, on Assessor's Parcel Numbers (APNs) 447-280-001 and 447-280-002

**Project Number:** FM0412700056

**Project Location:** Northwest corner of Washington Street and Keller Road, approximately 2,000 feet east of Winchester Road, unincorporated area of Winchester. Riverside County, California, on APNs 472-110-029 and 472-110-040

**Description of Project:** Pursuant to Government Code Section 25350, the County of Riverside, a political subdivision of the State of California (County), published a Notice of Intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time that the Riverside County Board of Supervisors would meet to consummate the purchase and approved the adoption of Resolution No. 2023-261, Notice of Intention to Purchase Real Property in the Unincorporated Area of Winchester, County of Riverside, State of California, Portions portions of Assessor's Parcel Numbers 472-110-029 and 472-110-040 (Property) on October 17, 2023.

Through this action, the County seeks the Board's Authorization to Purchase, along with the approval of the purchase agreements, in the amount of Eight-Hundred Fifty Thousand Dollars (\$850,000), for 2.02 acres of land. The Property is currently owned by Jay L. Greenstein and Sheryl D. Greenstein, as Trustees of the Greenstein Family Trust dated April 23, 2021, and APN 472-110-040 is owned by Albert F. Conard and Carolyn L. Conard as Trustees of The Albert and Carolyn Conard Family Trust dated April 12, 2021 (Seller(s)).

The acquisition of the Property is identified as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to purchase of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or reasonably foreseeable indirect physical impacts to the environment.

**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 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19 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 acquisition of the Property.

- **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 acquisition of the Property for County Fire is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the County ownership of the property with a future plan to build a Fire Station. The project is limited to purchase of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or reasonably foreseeable indirect physical impacts to the environment.

In addressing indirect effects of the acquisition, CEQA Guidelines 15004(b) identifies the necessity of balance in determining the timing of CEQA compliance, citing the need to enable environmental considerations to have influence on programming and design, while at the same time having enough detailed information for meaningful environmental assessment. The potential indirect effects from the acquisition would occur through series of discretionary actions that define a broader project, e.g., the construction and operation of a new fire station. The acquisition is not deemed to be an approval pursuant to CEQA for any specific development and does not commit the County, to a definite course of action regarding a project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to CEQA compliance. When considering future indirect effects from the construction and operation of a new fire station, at this point in the process, the design of the project is not substantive enough to provide a meaningful analysis of environmental effects. Future development of the site by the County as lead agency ensures the appropriate mechanism to provide the opportunity for environmental considerations to influence design and the characterization of effects associated with the development of the fire station as more foreseeable details become known through the conceptual design process. Therefore, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), General Rule or Common-Sense Exemption. 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 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: 10-31-2023  
Mike Sullivan, Senior Environmental Planner  
County of Riverside

1 Board of Supervisors

County of Riverside

2 Resolution No. 2023-262

3 Authorization to Purchase Real Property

4 in the Unincorporated Area of Winchester, County of

5 Riverside, State of California, Portions of Assessor's

6 Parcel Numbers 472-110-029 and 472-110-040

7

8 WHEREAS, Jay L. Greenstein And Sheryl D. Greenstein, As Trustees Of The  
9 Jay and Sheryl Greenstein Family Trust Dated April 23, 2021 with Albert F. Conard  
10 And Carolyn L. Conard As Trustees Of The Albert And Carolyn Conard Family Trust  
11 Dated April 12, 2021 ("Seller"), are the owners of certain real property located in the  
12 Unincorporated Area of Winchester, County of Riverside, State of California, containing  
13 approximately 10.63 acres of land and improvements, located at 32960 Keller Road  
14 and 33975 Washington Street, Winchester, California, 92596, identified as Assessor's  
15 Parcel Numbers ("APN") 472-110-029 and 472-110-040;

16 WHEREAS, the County desires to purchase a 2.02 acre portion of the real  
17 property from the Sellers ("Property"), and the Sellers desire to sell the Property to  
18 County and move forward with the transaction;

19 WHEREAS, the Property will be the future site of the Pourroy Fire Station; and

20 WHEREAS, pursuant to California Government Code Section 25350, the Board  
21 of Supervisors adopted Resolution No. 2023-261, Notice of Intention to Purchase  
22 Real Property in the Unincorporated area of Winchester, County of Riverside, State of  
23 California, Portions of Assessor's Parcel Numbers 472-110-029 and 472-110-040 on  
24 October 17, 2023, and published its Notice of Intention pursuant to California  
25 Government Code Section 6063; and

26 WHEREAS, the County has reviewed and determined that the purchase of the  
27 Property is categorically exempt from the California Environmental Quality Act  
28

FORM APPROVED COUNTY COUNSEL  
BY  RYAN D. YABKO  
DATE 11/15/23

1 ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or  
2 "Common Sense" Exemption.

3 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by  
4 the Board of Supervisors of the County of Riverside ("Board"), in regular session  
5 assembled on or after November 28, 2023, at 9:30 a.m. or soon thereafter, in the  
6 meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County  
7 Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review  
8 of the evidence and information presented on the matter, as it relates to this  
9 acquisition, this Board has determined that the proposed acquisition project is  
10 categorically exempt from CEQA pursuant to State CEQA Guidelines Section  
11 15061(b)(3), General Rule or "Common Sense" Exemption.

12 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the  
13 Board authorizes the purchase of the Property located in the Unincorporated Area of  
14 Winchester, County of Riverside, State of California, consisting of approximately 2.02  
15 acres of land identified as portions of Assessor's Parcel Numbers 472-110-029 and  
16 472-110-040, more particularly described in Exhibit "A" Legal Description, attached  
17 hereto, in the amount not to exceed Three-Hundred Fifty Thousand Dollars (\$350,000)  
18 to each Seller, and Seven-Hundred Thousand Dollars (\$700,000) total for the land  
19 acquisition, pursuant to terms and conditions in the Agreement of Purchase and Sale  
20 and Joint Escrow Instructions.

21 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the  
22 Board hereby approves the Agreement of Purchase and Sale and Joint Escrow  
23 Instructions between the County of Riverside and Jay L. Greenstein And Sheryl D.  
24 Greenstein, As Trustees Of The Jay and Sheryl Greenstein Family Trust Dated April  
25 23, 2021, along with Albert F. Conard And Carolyn L. Conard As Trustees Of The  
26 Albert And Carolyn Conard Family Trust Dated April 12, 2021 ("Agreement") and  
27 authorizes the Chair of the Board of Supervisors of the County of Riverside to execute  
28 the Agreement on behalf of the County.



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

5 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of  
6 the Board of Supervisors has given notice hereon pursuant to California Government  
7 Code Section 6063.

8 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Facilities  
9 Management – Real Estate Division be reimbursed for all costs incurred relating to the  
10 acquisition in an amount not-to-exceed \$200,000 in due diligence expenses and staff  
11 time.

12 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk  
13 of the Board of Supervisors is directed to file the Notice of Exemption with the County  
14 Clerk.

15 ROLL CALL:

16 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez  
17 Nays: None  
18 Absent: None

19  
20 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
21 Supervisors on the date therein set forth.

22 KIMBERLY A. RECTOR, Clerk of said Board

23 By:  \_\_\_\_\_  
24 Deputy

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26 11.28.2023 3.12

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# EXHIBIT A

## LEGAL DESCRIPTION

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

THOSE PORTIONS OF PARCEL 4 OF PARCEL MAP NO. 12687, AS RECORDED IN BOOK 74, PAGE 42, OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 12686, AS RECORDED IN BOOK 71, PAGE 91 OF PARCEL MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 OF PARCEL MAP 12686;

THENCE, ALONG THE EAST LINE OF SAID PARCEL 4 OF PARCEL MAP 12686, NORTH 00°59'00" WEST A DISTANCE OF 221.80 FEET;

THENCE, PARALLEL WITH THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687, SOUTH 89°31'15" WEST A DISTANCE OF 360.00 FEET;

THENCE, PARALLEL WITH THE EAST LINE OF SAID PARCEL 4 OF PARCEL MAP 12686, SOUTH 00°59'00" EAST A DISTANCE OF 245.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687, NORTH 89°31'15" EAST A DISTANCE OF 336.80 FEET TO AN ANGLE POINT THEREIN;

THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 44°15'51" EAST A DISTANCE OF 32.67 FEET TO THE SAID POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.02 ACRES MORE OR LESS.



09/09/2023

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

**JAY L. GREENSTEIN AND SHERYL D. GREENSTEIN,  
as Trustees of the Jay and Sheryl Greenstein  
Family Trust dated April 23, 2021**

**and**

**ALBERT F. CONARD & CAROLYN L. CONARD,  
as Trustees of the Albert and Carolyn Conard  
Family Trust dated April 12, 2021**

**AS SELLER(S)**

**AND**

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

**AS BUYER**

**RELATING TO**

**A Portion of Assessor's Parcel Number 472-110-029,  
Also Known as: 32960 Keller Road, Winchester, CA 92596  
And a Portion of Assessor's Parcel Number 472-110-040,  
Also Known as: 33975 Washington Street, Winchester, CA 92596**

**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 \_\_\_\_\_, 2023, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Buyer" or "County") and Jay L. Greenstein and Sheryl D. Greenstein, as Trustees of the Jay and Sheryl Greenstein Family Trust dated April 23, 2021 and Albert F. Conard and Carolyn L. Conard, as Trustees of the Albert and Carolyn Conard Family Trust dated April 12, 2021 ("Seller(s)"); sometimes collectively hereinafter referred to as the "Parties".

**RECITALS**

**WHEREAS**, Sellers are the owners of the Property (as defined in Section 1 below); and

**WHEREAS**, Buyer wishes to buy the Property and intends to build a fire station to serve the surrounding community, as more particularly described in Exhibit "A-1" which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Sellers desires to sell, and Buyer desires to purchase, the Property, and the Parties desire to enter into this Agreement to provide the terms and conditions for the Parties to complete the sale by the Sellers of the Property to the Buyer; and

**WHEREAS** the Parties desire to enter into this Agreement to provide a binding process for the Parties to complete the sale by the Sellers to Buyer; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby 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 Sellers, as listed on the signature page of this Agreement;

(b) **Property:** Sellers are the owners of certain real properties located in the unincorporated area of Winchester, in the County of Riverside, State of California, consisting of a total 10.63 acres of land, identified by Assessor's Parcel Number 472-110-029, also known as 32960 Keller Road, Winchester, CA 92596 ("Greenstein Property"), and Assessor's Parcel Number 472-110-040, also known as 33975 Washington Street, Winchester, CA 92596 ("Conard Property"), which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The 2.02-acre portion of this real property that is being conveyed to Buyer shall be referred to as the "Property" and is described in Exhibit "A-1";

(c) **Purchase Price:** The Purchase Price for the Property shall be Three Hundred Fifty Thousand Dollars (\$350,000) to each Seller, for a total Purchase Price of Seven Hundred Thousand Dollars (\$700,000);

(d) **Escrow Holder:** The Escrow Holder shall be Lawyers Title Company, located at the address set forth in subparagraph (i) below. The escrow has been assigned to Debbie Strickland as the Escrow Officer;



(e) **Title Company:** The Title Company shall be Lawyers Title Company, located at the address set forth in subparagraph (i) 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(a)) is recorded in the Official Records of the County of Riverside, the recording of which is contingent upon the Escrow Holder's receipt of a writing confirming the approval of the Parcel Map (as set forth in subparagraph (g));

(g) **Parcel Map Processing by County:** The Parties acknowledge that the County's purchase of the Property effectuates a legal conveyance to the County pursuant to California Government Code section 66428(a)(2). In order to legally subdivide the reshaped parcels, a parcel map must be processed in accordance with the California Subdivision Map Act and Riverside County Ordinance No. 460. The Parties agree that upon receipt of an application to the Planning Department for a parcel map from the County of Riverside-Facilities Management on behalf of the Sellers of the Property, the County will pursue, pay for, and process a tentative and final parcel map to legally create the new parcels, as contemplated in this Agreement. The final parcel map will provide the Sellers with conforming parcels and comply with the California Subdivision Map Act ("Parcel Map"), in accordance with the legal description in Exhibit "A-2," which is attached hereto and incorporated herein by reference;

(h) **Closing Date:** The Closing Date shall be six (6) months from the Effective Date. Further, Sellers shall grant Buyer one 60-day extension to accomplish the Closing of Escrow, if requested in writing by Buyer prior to the Closing Date ("Closing Extension");

If the Parcel Map is not yet approved after the Closing Extension has passed, Sellers will have the option to either 1) agree in writing to extend the Closing Date to a mutually agreeable date, or 2) elect to terminate this Agreement. Should Sellers elect to terminate this Agreement, Sellers shall notify Buyer in writing of its intent to terminate within ten (10) calendar days of the Closing Extension. Otherwise, the Closing Date will automatically extend another sixty (60) days.

(i) **Notices:** Will be sent as follows to:  
Seller: Jay L. & Sheryl D. Greenstein  
32960 Keller Road  
Winchester, CA 92596  
Telephone: 760.969.0619  
Email: sherrygreenstein@gmail.com

Seller: Albert F. & Carolyn L. Conard  
33975 Washington Street  
Winchester, CA 92596  
Telephone: 760.969.0619  
Email: sherrygreenstein@gmail.com

Buyer: County of Riverside  
3450 Fourteenth Street, Suite 200  
Riverside, CA 92501  
Attn: Vincent Yzaguirre  
Telephone: (951) 955-4820  
Email: vyzaguirre@rivco.org

Escrow Holder: Lawyers Title Company  
3480 Vine Street, Suite 100  
Riverside, CA 92507  
Attn: Debbie Strickland  
Telephone: 941-248-0660  
Email: DStrickland@ltic.com

Title Company: Lawyers Title Company  
3480 Vine Street, Suite 300  
Riverside, CA. 92507  
Attn: Barbara Northrup  
Telephone: (951) 248-0669  
Email: TU65@LTIC.COM

- (j) **Exhibits:**  
Exhibit "A" – Legal Description of Sellers' properties  
Exhibit "A-1" – Legal Description of Property  
Exhibit "A-2" – Draft Depiction of Parcel Map  
Exhibit "B" – Grant Deed  
Exhibit "B-1" – Greenstein Quitclaim Deed  
Exhibit "B-2" – Conard Quitclaim Deed  
Exhibit "C" – Preliminary Title Report

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Sellers agree to sell the Property to Buyer and Buyer agrees to buy the Property from Sellers, 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:

3.1 Deposit. 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, not to exceed Fifty Thousand Dollars (\$50,000.00), 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 Sellers shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivering 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 Director of Facilities Management. This contingency will be removed from Escrow upon the receipt of the executed Agreement signed by the Director of Facilities Management. Buyer and Sellers 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 Sellers. On or prior to the Closing Date, or any extension thereof, Sellers 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 and incorporated herein as Exhibit "B," duly executed and acknowledged by Sellers and in recordable form, conveying the Property to Buyer; and

(b) Quitclaim Deeds in the form attached to this Agreement and incorporated herein as Exhibits "B-1" and "B-2" duly executed and acknowledged by Sellers and in recordable form, conveying the remaining parcels to the respective Sellers; and

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

5.2 By Buyer. On or prior to the Closing Date, or any extension thereof (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date, or any extension thereof), 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 to Sellers and any third parties, if any, after the prorations are computed in accordance with Paragraph 12 below.

5.3 By Buyer and Sellers. Buyer and Sellers will each deposit such other instruments consistent with this Agreement as are reasonably required by Escrow Holder or otherwise required to close escrow. In addition, Sellers 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.** Buyer has obtained Preliminary Title Report #623650243, dated October 2, 2023, ("PTR") for the Property prepared by Lawyers Title Company, together with copies of the exceptions to title described in the Preliminary Title Report, attached hereto as Exhibit "C" and incorporated herein by reference. At the Close of Escrow, fee simple title to the Property, free and clear of all encumbrances, will be conveyed to Buyer by the Sellers 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 any extension thereof, or such other period of time as may be specified below:

(a) Title. Buyer has obtained Preliminary Report #623650243 dated May 12, 2023 ("Preliminary Report"), 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. Sellers shall deliver to Buyer, copies of all surveys, past hazardous material studies, soils reports, including engineers' reports, and studies and similar information which Sellers may have in their possession relating to the Property, except as specifically set forth herein, Sellers make 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 Sellers.
- (d) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Sellers' delivery to Escrow Holder on or before the Closing Date, or any extension thereof, 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.
- (e) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to the concurrent purchase of Parcel 2. If Buyer is unable to complete the purchase of Parcel 2, this Agreement shall be void.

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 Sellers and Escrow Holder.

7.2 Conditions Precedent to Sellers' Obligations. The following shall be conditions precedent to Sellers' 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 Sellers and may be waived only by the Sellers. At all times Sellers have 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 Sellers and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.** Sellers hereby grant 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 Sellers three (3) days' notice before going on the Property.

8.1 Matters to Be Reviewed. Buyer must complete its due diligence investigation and approve each of the following matters prior to the Close of Escrow. Sellers



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 Sellers' 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, Buyer shall be entitled to treat such new matter as a failure of a condition precedent to the Close of Escrow, provided the new matter is one which:

(a) Was not disclosed by Sellers prior to the Close of Escrow;

(b) Was 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 Sellers or with any representations or warranties contained in Paragraph 16.2 below; or

(c) 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.

If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Sellers 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, or any extension thereof,.

9. **Conditions Precedent to Sellers' Obligations.** 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, or any extension thereof, of the Purchase Price and items described in Paragraphs 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, Sellers 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.** Sellers and Buyer shall deposit funds with Escrow Holder, or provide for sufficient funds, to pay for their respective share of costs and expenses.

11.1 Sellers will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) One half of the escrow and recording fees;
- (d) As part of the recording of the Parcel Map, the existing lenders of record will have to participate in this process. The lenders of the three (3) existing mortgages/lines of credit on both properties may impose fees for their respective services;
- (e) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (f) All costs associated with Sellers' attorneys' fees and brokers' fees; and
- (g) Sellers' share of prorations, if applicable;

11.2 Buyer will pay:

- (a) The bond required pursuant the California Subdivision Map Act estimated in the amount of \$15,000, to be deposited with the Escrow Holder prior to the Close of Escrow;
- (b) One half of the escrow and recording fees;
- (c) 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;
- (d) Buyers share of prorations, if applicable; and
- (e) Buyer will pay for all costs associated with the process of creating the Parcel Map (per Section 1(g)).

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. Sellers 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 Sellers at the Close of Escrow. Sellers understand 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. Sellers 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.

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 therefrom 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 Sellers and/or Buyer pursuant to Paragraphs 11 and 12, (b) disburse the balance of the Purchase Price to the Sellers 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 Sellers.

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

13.4 Delivery of Documents to Buyer and Sellers. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Sellers. Deliver to Sellers 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, Sellers 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 Sellers. Sellers agree 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 Sellers in this Agreement. Sellers 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 Sellers, the presence of which was caused by or permitted by the Sellers' acts or omissions.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend, and hold Sellers 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 Sellers' Representations and Warranties. Except as disclosed in the due diligence materials provided by Sellers to Buyer 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 Sellers 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, Sellers will promptly notify Buyer if it obtains knowledge that Sellers 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 Sellers 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 Sellers 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. Sellers 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 Sellers 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. Sellers represent and warrant that, Sellers have not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If Sellers are in fact represented in this sale, Sellers shall pay a commission to Sellers' Broker as may be set forth in a separate written agreement between Sellers and Sellers' Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by Sellers. Buyer is not represented by any broker or agent, and it is the sole responsibility of the Sellers to pay any and all commissions due. Buyer shall not pay any form of commission to any broker or agent. Sellers 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 Sellers' Broker or any person arising from or by reason of Sellers' conduct with respect to this transaction. The provisions of this Section 18.10 shall survive Closing hereunder 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.

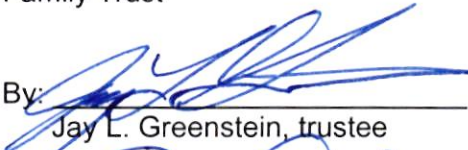
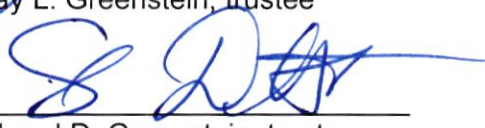
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year below.

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

By:   
Kevin Jeffries, Chair  
Board of Supervisors


Date: 11/28/2023

SELLERS:  
Jay L. Greenstein & Sheryl D. Greenstein,  
Trustees of the Jay and Sheryl Greenstein  
Family Trust

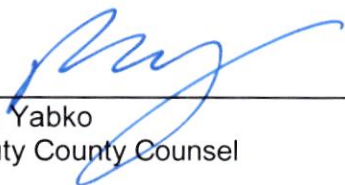
By:   
Jay L. Greenstein, trustee  
By:   
Sheryl D. Greenstein, trustee

Date: 11-15-23

ATTEST:  
Kimberly Rector  
Clerk of the Board

By: 

APPROVED AS TO FORM:  
Minh C. Tran,  
County Counsel

By:   
Ryan Yabko  
Deputy County Counsel

Albert F. Conard & Carolyn L. Conard,  
Trustees of the Albert and Carolyn  
Conard Family Trust

By:   
Albert F. Conard, trustee

By:   
Carolyn L. Conard, trustee

Date: 11-15-23



## EXHIBIT A

**APN 472-110-029 - Greenstein**

**Legal Description:**

PARCEL 4 OF PARCEL MAP 12687 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN IN BOOK 74, PAGES(S) 42 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

**APN 472-110-040 - Conard**

**Legal Description:**

PARCEL 4 AND LETTERED LOT "A" OF PARCEL MAP 12686 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN IN BOOK 71, PAGE(S) 91 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

**EXHIBIT A-1**  
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 4 OF PARCEL MAP NO. 12687, AS RECORDED IN BOOK 74, PAGE 42, OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 12686, AS RECORDED IN BOOK 71, PAGE 91 OF PARCEL MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 OF PARCEL MAP 12686;

THENCE, ALONG THE EAST LINE OF SAID PARCEL 4 OF PARCEL MAP 12686, NORTH 00°59'00" WEST A DISTANCE OF 221.80 FEET;

THENCE, PARALLEL WITH THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687, SOUTH 89°31'15" WEST A DISTANCE OF 360.00 FEET;

THENCE, PARALLEL WITH THE EAST LINE OF SAID PARCEL 4 OF PARCEL MAP 12686, SOUTH 00°59'00" EAST A DISTANCE OF 245.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687, NORTH 89°31'15" EAST A DISTANCE OF 336.80 FEET TO AN ANGLE POINT THEREIN;

THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 44°15'51" EAST A DISTANCE OF 32.67 FEET TO THE SAID POINT OF **BEGINNING**.

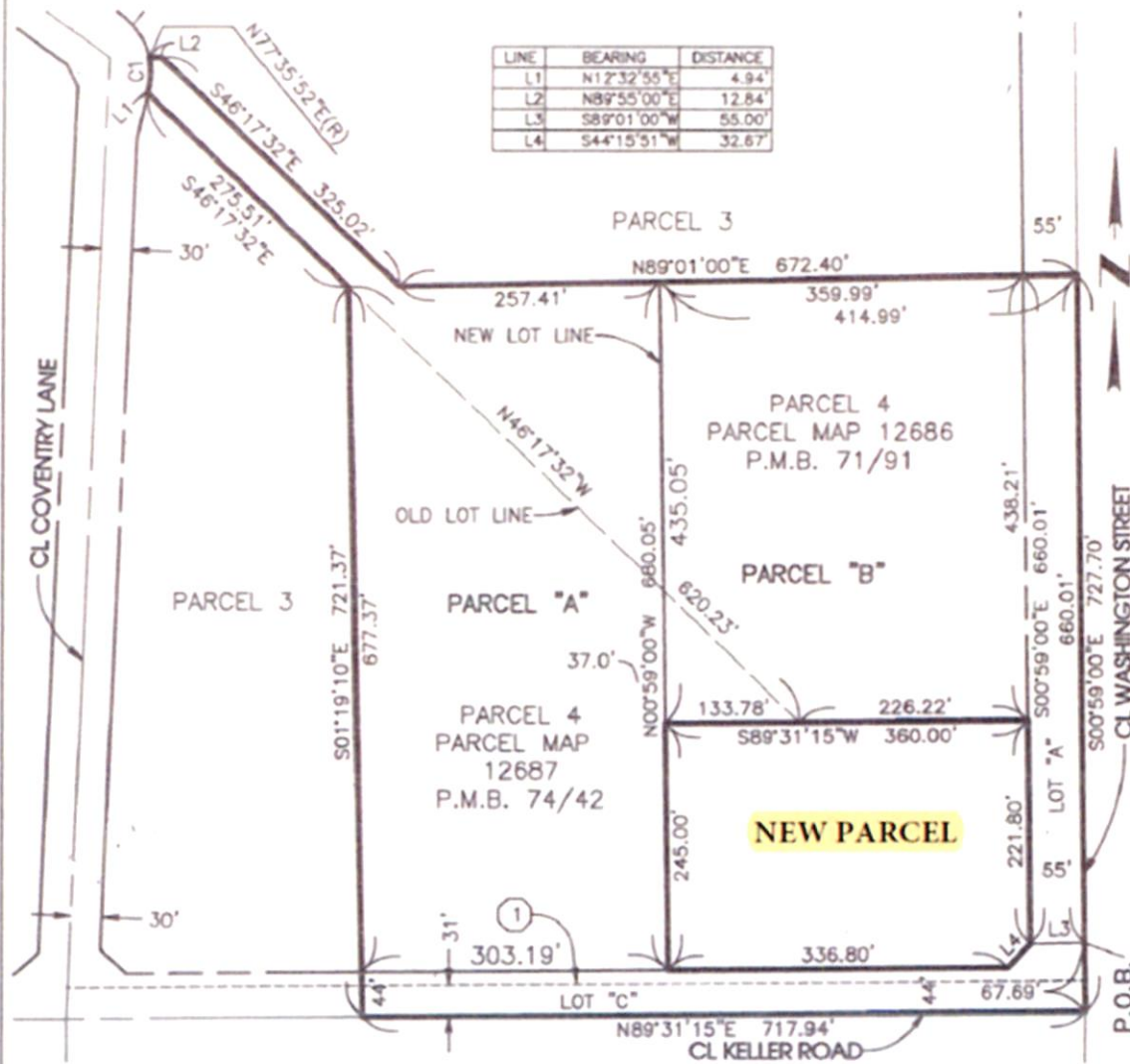
SAID PARCEL CONTAINING 2.02 ACRES MORE OR LESS.



09/09/2023

# EXHIBIT A-2

## DRAFT DEPICTION OF PARCEL MAP



CURVE	LENGTH	RADIUS	DELTA
C1	30.48'	70.00'	24°57'03"

S. 21, T. 6S., R 2W, S.B.M.

Scale: N/A

Assessor's Parcel Number(s): 472-110-029 & 040

PAGE 1 OF 2

Date Exhibit Prepared: 10/13/2023

# EXHIBIT B

**Recorded at request of and return to:**

County of Riverside  
Facilities Management Department  
Real Property Division  
3450 Fourteenth Street, Suite 200  
Riverside, CA 92501

**FREE RECORDING**

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

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

PROJECT: Pourroy Fire Station  
APNs: Portions of APNs 472-110-029 &  
472-110-040

## GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAY L. GREENSTEIN AND SHERYL D. GREENSTEIN, as Trustees of the Jay and Sheryl Greenstein Family Trust dated April 23, 2021 and ALBERT F. CONARD AND CARLOYN L. CONARD, as Trustees of the Albert and Carolyn Conard Family Trust dated April 12, 2021 ("Grantors") 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.

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

GRANTORS:

Jay L. Greenstein and Sheryl D. Greenstein, as  
Trustees of the Jay and Sheryl Greenstein Family Trust

By: \_\_\_\_\_  
Jay L. Greenstein, trustee

By: \_\_\_\_\_  
Sheryl D. Greenstein, trustee

Albert F. Conard and Carolyn L. Conard, as  
Trustees of the Albert and Carolyn Conard Family Trust

By: \_\_\_\_\_  
Albert F. Conard, trustee

By: \_\_\_\_\_  
Carolyn L. Conard, trustee



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A**  
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 4 OF PARCEL MAP NO. 12687, AS RECORDED IN BOOK 74, PAGE 42, OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 12686, AS RECORDED IN BOOK 71, PAGE 91 OF PARCEL MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 OF PARCEL MAP 12686;

THENCE, ALONG THE EAST LINE OF SAID PARCEL 4 OF PARCEL MAP 12686, NORTH 00°59'00" WEST A DISTANCE OF 221.80 FEET;

THENCE, PARALLEL WITH THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687, SOUTH 89°31'15" WEST A DISTANCE OF 360.00 FEET;

THENCE, PARALLEL WITH THE EAST LINE OF SAID PARCEL 4 OF PARCEL MAP 12686, SOUTH 00°59'00" EAST A DISTANCE OF 245.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 4 OF PARCEL MAP 12687, NORTH 89°31'15" EAST A DISTANCE OF 336.80 FEET TO AN ANGLE POINT THEREIN;

THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 44°15'51" EAST A DISTANCE OF 32.67 FEET TO THE SAID POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.02 ACRES MORE OR LESS.



09/09/2023

# EXHIBIT B-1

**Recorded at request of and return to:**

Jay & Sheryl Greenstein  
32960 Keller Road  
Winchester, CA. 92596

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

APNs: Portions of APNs 472-110-029 &  
472-110-040  
ADDRESS: 32960 Keller Road  
Winchester, CA. 92596

## QUITCLAIM DEED

**THIS DEED IS BEING RECORDED TO CONVEY THE INTEREST OF THE PARTY IN THE PROPERTY FORMERLY KNOWN AS APN 472-110-029, WHO PARTICIPATED IN THE RECORDATION OF SAID PARCEL MAP FOR THE BENEFIT OF THE COUNTY OF RIVERSIDE, WHO WILL EVENTUALLY TAKE OWNERSHIP OF PARCEL NO. \_\_\_\_ OF THE MAP DESCRIBED BELOW. THE RECORDATION OF SAID MAP CREATED A SHARED OWNERSHIP IN THE PROPERTIES, AND THIS DEED IS BEING RECORDED TO TRANSFER INTEREST TO THE ORIGINAL OWNERS WITH EXISTING IMPROVEMENTS.**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALBERT F. CONARD AND CARLOYN L. CONARD, as Trustees of the Albert and Carolyn Conard Family Trust dated April 12, 2021 ("Grantors") GRANTS to JAY L. GREENSTEIN AND SHERYL D. GREENSTEIN, as Trustees of the Jay and Sheryl Greenstein Family Trust dated April 23, 2021 ("Grantee"), all right, title, and interest Grantors have in the 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.

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

GRANTOR:

Albert F. Conard and Carolyn L. Conard, as  
Trustees of the Albert and Carolyn Conard Family Trust

By: \_\_\_\_\_  
Albert F. Conard, trustee

By: \_\_\_\_\_  
Carolyn L. Conard, trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# EXHIBIT "A"

## PARCEL "A"

THAT PORTION OF PARCEL 4 AND LOT "C" OF PARCEL MAP 12687, AS PER MAP RECORDED IN BOOK 74, PAGE 42 OF PARCEL MAPS, TOGETHER WITH A PORTION OF PARCEL 4 AND LOT "A" OF PARCEL MAP 12686, AS PER MAP RECORDED IN BOOK 71, PAGE 91 OF PARCEL MAPS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT "C", SAID POINT BEING ON THE CENTERLINE OF WASHINGTON STREET;

THENCE, SOUTH 89°01'00" WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF WASHINGTON STREET;

THENCE, SOUTH 44°15'51" WEST A DISTANCE OF 32.67 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF KELLER ROAD;

THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°31'15" WEST A DISTANCE OF 336.80 FEET TO A POINT BEING 415.00 FEET WESTERLY OF THE CENTERLINE OF WASHINGTON STREET;

THENCE, PARALLEL WITH SAID CENTERLINE, NORTH 00°59'00" WEST A DISTANCE OF 680.05 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP 12686;

THENCE, ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) CALLS:

SOUTH 89°01'00" WEST A DISTANCE OF 257.41 FEET TO AN ANGLE POINT THEREIN;

NORTH 46°17'32" WEST A DISTANCE OF 325.02 FEET TO AN ANGLE POINT THEREIN;

SOUTH 89°55'00" WEST A DISTANCE OF 12.84 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COVENTRY LANE, SAID POINT BEING ON A NON-TANGENT CURVEY CONCAVE WESTERLY HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 24°57'03" AND A RADIAL BEARING OF NORTH 77°35'52" EAST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 30.48 FEET;

THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP 12686, SOUTH 46°17'32" EAST A DISTANCE OF 275.51 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 4 OF PARCEL MAP 12687;

THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP 12687, SOUTH 01°19'10" EAST A DISTANCE OF 721.37 FEET TO A POINT ON THE CENTERLINE OF KELLER ROAD;

THENCE, ALONG THE CENTERLINE OF KELLER ROAD, NORTH 89°31'15" EAST A DISTANCE OF 717.94 FEET TO THE INTERSECTION WITH WASHINGTON STREET;

THENCE, ALONG THE CENTERLINE OF WASHINGTON STREET, NORTH 00°59'00" WEST A DISTANCE OF 67.69 FEET TO THE SAID **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 5.76 ACRES GROSS AND 5.00 ACRES NET.

Scale: N/A

Assessor's Parcel Number(s): 472-110-029 & 040

PAGE 1 OF 2

Date Exhibit Prepared: 10/13/2023



# EXHIBIT B-2

**Recorded at request of and return to:**

Albert & Caroline Conard  
33975 Washington Street  
Winchester, CA. 92596

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

APNs: Portions of APNs 472-110-029 &  
472-110-040  
ADDRESS: 33975 Washington Street  
Winchester, CA. 92596

## QUITCLAIM DEED

**THIS DEED IS BEING RECORDED TO CONVEY THE INTEREST OF THE PARTY IN THE PROPERTY FORMERLY KNOWN AS APN 472-110-040, WHO PARTICIPATED IN THE RECORDATION OF SAID PARCEL MAP FOR THE BENEFIT OF THE COUNTY OF RIVERSIDE, WHO WILL EVENTUALLY TAKE OWNERSHIP OF PARCEL NO. \_\_\_\_ OF THE MAP DESCRIBED BELOW. THE RECORDATION OF SAID MAP CREATED A SHARED OWNERSHIP IN THE PROPERTIES, AND THIS DEED IS BEING RECORDED TO TRANSFER INTEREST TO THE ORIGINAL OWNERS WITH EXISTING IMPROVEMENTS.**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAY L. GREENSTEIN AND SHERYL D. GREENSTEIN, as Trustees of the Jay and Sheryl Greenstein Family Trust dated April 23, 2021 ("Grantors") GRANTS to ALBERT F. CONARD AND CARLOYN L. CONARD, as Trustees of the Albert and Carolyn Conard Family Trust dated April 12, 2021 ("Grantee"), all right, title, and interest Grantors have in the 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.

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

GRANTORS:

Jay L. Greenstein and Sheryl D. Greenstein, as  
Trustees of the Jay and Sheryl Greenstein Family Trust

By: \_\_\_\_\_  
Jay L. Greenstein, trustee

By: \_\_\_\_\_  
Sheryl D. Greenstein, trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# EXHIBIT "A"

## PARCEL "B"

THAT PORTION OF PARCEL 4 AND LOT "C" OF PARCEL MAP 12687, AS PER MAP RECORDED IN BOOK 74, PAGE 42 OF PARCEL MAPS, TOGETHER WITH A PORTION OF PARCEL 4 AND LOT "A" OF PARCEL MAP 12686, AS PER MAP RECORDED IN BOOK 71, PAGE 91 OF PARCEL MAPS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT "A", SAID POINT BEING ON THE CENTERLINE OF WASHINGTON STREET;

THENCE, SOUTH 89°01'00" WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF WASHINGTON STREET;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY OF WASHINGTON STREET, NORTH 00°59'00" WEST A DISTANCE OF 221.80 FEET;

THENCE, SOUTH 89°31'15" WEST A DISTANCE OF 360.00 FEET TO A POINT BEING 415.00 FEET WESTERLY OF THE CENTERLINE OF WASHINGTON STREET;

THENCE, PARALLEL WITH THE CENTERLINE OF WASHINGTON STREET, NORTH 00°59'00" WEST A DISTANCE OF 435.05 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP 12686;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP 12686, NORTH 89°01'00" EAST A DISTANCE OF 414.99 FEET TO A POINT ON THE CENTERLINE OF WASHINGTON STREET;

THENCE, ALONG THE CENTERLINE OF WASHINGTON STREET, SOUTH 00°59'00" EAST A DISTANCE OF 660.01 FEET TO THE SAID **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 4.44 ACRES GROSS AND 3.61 ACRES NET.



Scale: N/A

Assessor's Parcel Number(s): 472-110-029 & 040

Date Exhibit Prepared: 10/13/2023

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated as of \_\_\_\_\_, 2023 from the Grantors, Jay L. Greenstein and Sheryl D. Greenstein as Trustees of the Jay and Sheryl Greenstein Family Trust dated April 23, 2021, and Albert F. Conard and Carolyn L. Conard as Trustees of the Albert and Carolyn Conard Family Trust dated April 12, 2021, 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 Director of Facilities Management 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: \_\_\_\_\_