

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



ITEM: 3.15
(ID # 23308)

MEETING DATE:
Tuesday, February 27, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution No. 2024-033, Authorization to Purchase Real Property in the Unincorporated Area of Perris, County of Riverside, State of California, Assessor's Parcel Number 343-180-011, by Grant Deed from Conrad H. Lopez and Conrad R. Lopez; CEQA Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3), District 1. [\$303,800 - 100% American Rescue Plan Act (ARPA)] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(h) and Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

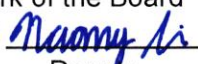
ACTION:Policy


Rose Salgado, Director of Facilities Management 2/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 27, 2024
xc: FM-RE, , recorder

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. 2024-033, Authorization to Purchase Real Property in the unincorporated area of Perris, County of Riverside, State of California, a Portion of Assessor's Parcel Number 343-180-011;
3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions between Conrad H. Lopez and Conrad R. Lopez, as joint tenants, 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 transaction;
5. Ratify and authorize reimbursement to FM-RE in the amount not-to-exceed \$53,800 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 and the State Clearinghouse within five (5) days of the approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 303,800	\$ 0	\$ 303,800	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% American Rescue Plan Act (ARPA)			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 31, 2023, the Board of Supervisors adopted Resolution No. 2023-265, Notice of Intention to Purchase Real Property in the Unincorporated Area of Perris, County of Riverside, State of California, a Portion of Assessor's Parcel Number 343-180-011 ("Property").

Pursuant to County of Riverside Ordinance No. 598 and 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.

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

This item seeks the Board's Authorization to Purchase the Property, along with the approval of the attached Purchase Agreement, in the amount of Two-Hundred Fifty Thousand Dollars (\$250,000), for approximately 1.4 acres of vacant land adjacent and contiguous to the Moses Schaffer Community Center ("Community Center"). The Property will be used to expand the existing Community Center property, giving the local community more open space areas for community center activities.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(h) Section 15061(b)(3), "Common Sense" Exemption.

Resolution No. 2024-033 and the Agreement of Purchase and Sale and Joint Escrow Instructions has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The acquisition of the Property will benefit the community and provide a necessary area for the expansion of the existing Community Center improvements.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the overall acquisition of the Property:

Acquisition Cost	\$ 250,000
Estimated Escrow Charges	\$ 700
Preliminary Title Reports	\$ 1,000
County Appraisal	\$ 4,950
Environmental Studies	\$ 2,200
Land Survey	\$ 10,700
County Administration	\$ 34,250
Total Estimated Acquisition Costs (Not to Exceed)	\$ 303,800

All costs associated with the acquisition of this Property by FM-RE will be fully reimbursed by American Rescue Plan Act ("ARPA") funds in FY 23/24.

ATTACHMENTS:


- Aerial Image
- Resolution No. 2024-033
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Notice of Exemption

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

JM:il/12262023/248FM/40.022


Aaron Gettis, Deputy County Counsel 2/14/2024

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202400216		
02/28/2024 09:41 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

December 27, 2023

Project Name: County of Riverside, Authorization to Purchase Real Property in the unincorporated area of Perris, State of California, Assessor's Parcel Number (APN) 343-180-011, by Grant Deed from Conrad H. Lopez and Conrad R. Lopez

Project Number: FM0417200248

Project Location: South side of Steele Peak Avenue, east of Read Street and adjacent to the Moses Schaffer Community Center, Assessor's Parcel Number (APN) 343-180-011, unincorporated area of Perris

Description of Project: On October 31, 2023, the Board of Supervisors approved the adoption of Resolution No. 2023-265, Notice of Intention to Purchase Real Property in the Unincorporated Area of Perris, County of Riverside, State of California, a Portion of Assessor's Parcel Number 343-180-011 (Property).

Pursuant to County of Riverside Ordinance No. 598 and 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, along with the approval of the attached purchase agreement, in the amount of Two-Hundred Fifty Thousand Dollars (\$250,000), of approximately 1.4 acres of vacant land adjacent to the Moses Schaffer Community Center (Community Center). The property will be used to expand the existing park space, giving the local community more open space areas for recreation and sport. The proposed project is limited to the 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 indirect physical environmental impact at this time. Any future activity or project at the location would require additional CEQA review for any changes to the property.

Name of Public Agency Approving Project: Riverside County

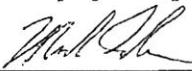
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301(h) and Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19, Sections 15061 and 15301

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 purchase of the Property.

- **Section 15301 (h)– Existing Facilities Exemption:** The Project, as proposed, is the purchase of real property consisting of approximately 1.4 acres of land with one residential structure and one accessory structure. The property has been graded, has dirt access roads and some native trees. The site does not have significant values for wildlife habitat or other environmental purposes, and the use of the property will not change with the acquisition by the County. Upon acquisition, the County will continue to provide maintenance on the existing landscaping, dirt access roads, and native growth. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA.
- **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 proposed purchase of the Property is an administrative function and would not result in any direct physical environmental impacts. The primary indirect impact of the purchase would result in a different owner. It is not anticipated that a substantial increase in capacity would occur from the purchase. Prior incorporation of the property into additional park space to the adjacent Moses Schaffer Community Center, additional design would need to occur and associated CEQA review would be required when the potential environmental effects would be analyzed as part of future discretionary action. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 12-27-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

1 Board of Supervisors

County of Riverside

2 Resolution No. 2024-033

3 Authorization to Purchase Real Property in the Unincorporated
4 Area of Perris, County of Riverside, State of California
5 A Portion of Assessor's Parcel Number 343-180-011,
6 by Grant Deed from Conrad H. Lopez and Conrad R. Lopez as
7 Joint Tenants

8
9 WHEREAS, Conrad H. Lopez and Conrad R. Lopez, as Joint Tenants, ("Seller"),
10 are the owners of certain real property located on in the Unincorporated Area of Perris
11 in the County of Riverside, State of California, containing approximately 8.94 acres of
12 residentially zoned land, identified with Assessor's Parcel Number 343-180-011
13 ("Seller's Property");

14 WHEREAS, the County of Riverside ("County"), a political subdivision of the
15 state of California, desires to purchase a 1.4-acre portion of the Seller's Property
16 ("Property") from the Seller and Seller desires to sell the Property to County;

17 WHEREAS, the Property is contiguous to the Moses Schaffer Community
18 Center and is intended for the future expansion of the open space/park area; and

19 WHEREAS, pursuant to California Government Code, the Board of Supervisors
20 adopted Resolution No. 2023-265, Notice of Intention to Purchase Real Property in the
21 Unincorporated Area of Perris, County of Riverside, State of California on October 31,
22 2023 and published its Notice of Intention pursuant to California Government Code
23 Section 6063; and

24 WHEREAS, the County has reviewed and determined that the purchase of the
25 Property is categorically exempt from the California Environmental Quality Act
26 ("CEQA") pursuant to State CEQA Guidelines Section 15301, Class 1, Existing
27 Facilities Exemption and Section 15061(b)(3), General Rule or "Common Sense"
28 Exemption.

FORM APPROVED COUNTY COUNSEL
BY  RYAN D. YABKO
DATE 2/14/24

1 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by
2 the Board of Supervisors of the County of Riverside ("Board"), in regular session
3 assembled on or after February 27, 2024 at 9:30 a.m. or soon thereafter, in the
4 meeting room of the Board of Supervisors located on the 1st floor of the County
5 Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review
6 of the evidence and information presented on the matter, as it relates to this
7 acquisition, this Board has determined that the proposed acquisition project is
8 categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301,
9 Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or
10 "Common Sense" Exemption because the County is merely purchasing the fee interest
11 in the Property to continue the use of the Property, and it can be seen with certainty
12 that there is no possibility that the activity in question will have a significant effect on
13 the environment.

14 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the
15 Board authorizes the purchase of the Property located in the Unincorporated Area of
16 Perris, County of Riverside, State of California, identified as a 1.4-acre portion of
17 Assessor's Parcel Number 343-180-011, more particularly described in Exhibit "A"
18 Legal Description, attached hereto, in the amount not to exceed Two Hundred and Fifty
19 Thousand Dollars (\$250,000), pursuant to terms and conditions in the Agreement of
20 Purchase and Sale 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 Conrad H. Lopez, a married man as
24 his sole and separate property and Conrad R. Lopez, a married man as his sole and
25 separate property, as joint tenants ("Agreement") and authorizes the Chair of the Board
26 of Supervisors of the County of Riverside to execute the Agreement on behalf of the
27 County.

28

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 Facilities
6 Management – Real Estate Division be reimbursed for all costs incurred relating to the
7 acquisition in an amount not-to-exceed \$53,800 in due diligence expenses and staff
8 time.

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

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13

14 ROLL CALL:

15

Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

16

Nays: None

17

Absent: None

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

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KIMBERLY A. RECTOR, Clerk of said Board

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By: Naomy Li
Deputy

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JM:il/12262023/248FM/40.022

EXHIBIT "A"
Legal Description

A PORTION OF LAND LOCATED IN LOT 32 OF MOUNTAIN GLEN TRACT, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 520 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 32, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF STEEL PEAK AVENUE, 30.00' WIDE;

THENCE, ALONG THE NORTHERLY LINE OF SAID LOT 32, SOUTH 89°16'05" WEST A DISTANCE OF 212.00 FEET;

THENCE, PARALLEL WITH THE EASTERLY LINE OF SAID LOT 32, SOUTH 00°02'44" EAST A DISTANCE OF 295.00 FEET;

THENCE, PARALLEL WITH SAID NORTHERLY LINE, NORTH 89°16'05" EAST A DISTANCE OF 212.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 32;

THENCE, ALONG SAID EASTERLY LINE, NORTH 00°02'44" EAST A DISTANCE OF 295.00 FEET TO THE SAID POINT OF **BEGINNING**.

SAID PARCEL CONTAINING 1.44 ACRES MORE OR LESS.

APN: 343-180-011

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

BY AND BETWEEN

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

AS BUYER

AND

**Conrad H. Lopez, a married man as his sole and separate property and Conrad R. Lopez, a
married man as his sole and separate property, as joint tenants**

AS SELLER

RELATING TO

Assessor's Parcel Number 343-180-011

FEB 27 2024

3.15

**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 (the "Effective Date"), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Buyer"), and Conrad H. Lopez, a married man as his sole and separate property, and Conrad R. Lopez, a married man as his sole and separate property, as joint tenants, ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

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

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

(b) **Property:** Seller is the owner of certain real property located in the unincorporated area of Perris, in the County of Riverside, State of California, consisting of a 1.4-acre portion of an approximately 8.94 acre of land, identified by Assessor's Parcel Number 343-180-011, which is more particularly described in the Exhibit "A" attached hereto and incorporated herein by reference;

(c) **Purchase Price:** The Purchase Price for the Property is Two Hundred and Fifty Thousand Dollars (\$250,000);

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

(e) **Title Company:** Lawyers Title Company at the address set forth in subparagraph (h) below, with Barbara Northrup assigned as the Title Officer;

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

(g) **Closing Date:** The Closing Date shall be no later than thirty (30) calendar days after the Effective Date, and Seller shall grant Buyer one 30-day extension to close Escrow, if requested by Buyer, or as otherwise agreed to by both parties;

(h) **Notices:** Will be sent as follows to:
Seller:
Conrad H. Lopez
Conrad R. Lopez
24700 Baxter St.
Perris, CA 92570-8294

Telephone: 951-966-8978
Email: conrad.lopez786@gmail.com

Buyer: County of Riverside
Attn: James Morgan
3450 14th Street, Suite 200
Riverside, California 92501
Telephone: (951) 955-9277
Email: jamorgan@rivco.org

Escrow Holder: Lawyers Title
Attn: Debbie Strickland
Address: 3480 Vine Street, Suite 300
City: Riverside, CA 92507
Telephone: 951-248-0660
Email: DStrickland@ltic.com

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

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

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

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

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

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the

approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Agreement. This contingency will be removed from Escrow upon the receipt of the executed Agreement signed by the Chairman of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

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

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

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

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

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

(b) Grant Deeds from the Lot Line Adjustment; and

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

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

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

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

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

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

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

(a) Title. Buyer has obtained Preliminary Report #623650294 dated June 14, 2023, for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report.

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

(c) Delivery of Information. Seller shall deliver to Buyer, copies of all surveys, past hazardous material studies, soils reports, including engineers' reports, and studies and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

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

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

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

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

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

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

7.3 Termination of Agreement. Buyer will have until 5:00 p.m. on the day prior to the Close of Escrow to approve or disprove of the condition of the Property. During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer**. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence ("Due Diligence Period"), including making necessary or appropriate inspections. Buyer will give Seller reasonable notice before going on the Property.

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

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

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

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

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

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

(b) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

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

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

(c) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

(d) However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer may terminate this Agreement.

9. **Conditions Precedent to Sellers Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Paragraphs 5.2 and 5.3.

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

11. **Costs and Expenses.**

11.1 Seller will pay:

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

11.2 Buyer will pay:

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

12. **Prorations.**

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

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

12.2 Utility Deposits. Not applicable, intentionally deleted.

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

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

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

13.2 Recording. Cause the Grant Deed to be recorded in the Official Records of the County of Riverside and obtain conformed copies thereof for distribution to Buyer and Seller.

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

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

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

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

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

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

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

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

15. **Indemnification.**

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including attorney's fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. Seller shall also indemnify Buyer from any claim, action, costs or expenses arising from any hazardous substances discovered at the property, whether or not previously disclosed by Seller that was caused by or permitted by the Seller's acts or omissions.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

16. **Hazardous Substances.**

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

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

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

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

16.2 Seller's Representations and Warranties. Except as disclosed in the due diligence materials provided by Seller to Buyer as of the date of this Agreement:

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

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

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

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

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

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction.

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

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit.

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

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

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

18.9 Survival. Sections 12, 15, 16 and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

18.10 Brokers. Seller represents and warrants that, Seller has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If Seller is in fact represented in this sale, Seller shall pay a commission to Seller's Broker as may be set forth in a separate written agreement between Seller and Seller's Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by Seller. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by Seller's Broker or any person arising from or by reason of Seller's 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: 
CHUCK WASHINGTON Chairperson
Board of Supervisors

Date: 02/27/2024

ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy


APPROVED AS TO FORM:


Minh C. Tran
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

SELLER:

Conrad H. Lopez, a married man as his sole and separate property, and Conrad R. Lopez, a married man as his sole and separate property. as joint tenants

By: 
Conrad H. Lopez
Joint Tenant

By: 
Conrad R. Lopez
Joint Tenant

Date: 12/19/2023

JM:xx/08312023/248FM/xx.xxx

EXHIBIT "A"

A PORTION OF LAND LOCATED IN LOT 32 OF MOUNTAIN GLEN TRACT, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 520 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 32, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF STEEL PEAK AVENUE, 30.00' WIDE;

THENCE, ALONG THE NORTHERLY LINE OF SAID LOT 32, SOUTH 89°16'05" WEST A DISTANCE OF 212.00 FEET;

THENCE, PARALLEL WITH THE EASTERLY LINE OF SAID LOT 32, SOUTH 00°02'44" EAST A DISTANCE OF 295.00 FEET;

THENCE, PARALLEL WITH SAID NORTHERLY LINE, NORTH 89°16'05" EAST A DISTANCE OF 212.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 32;

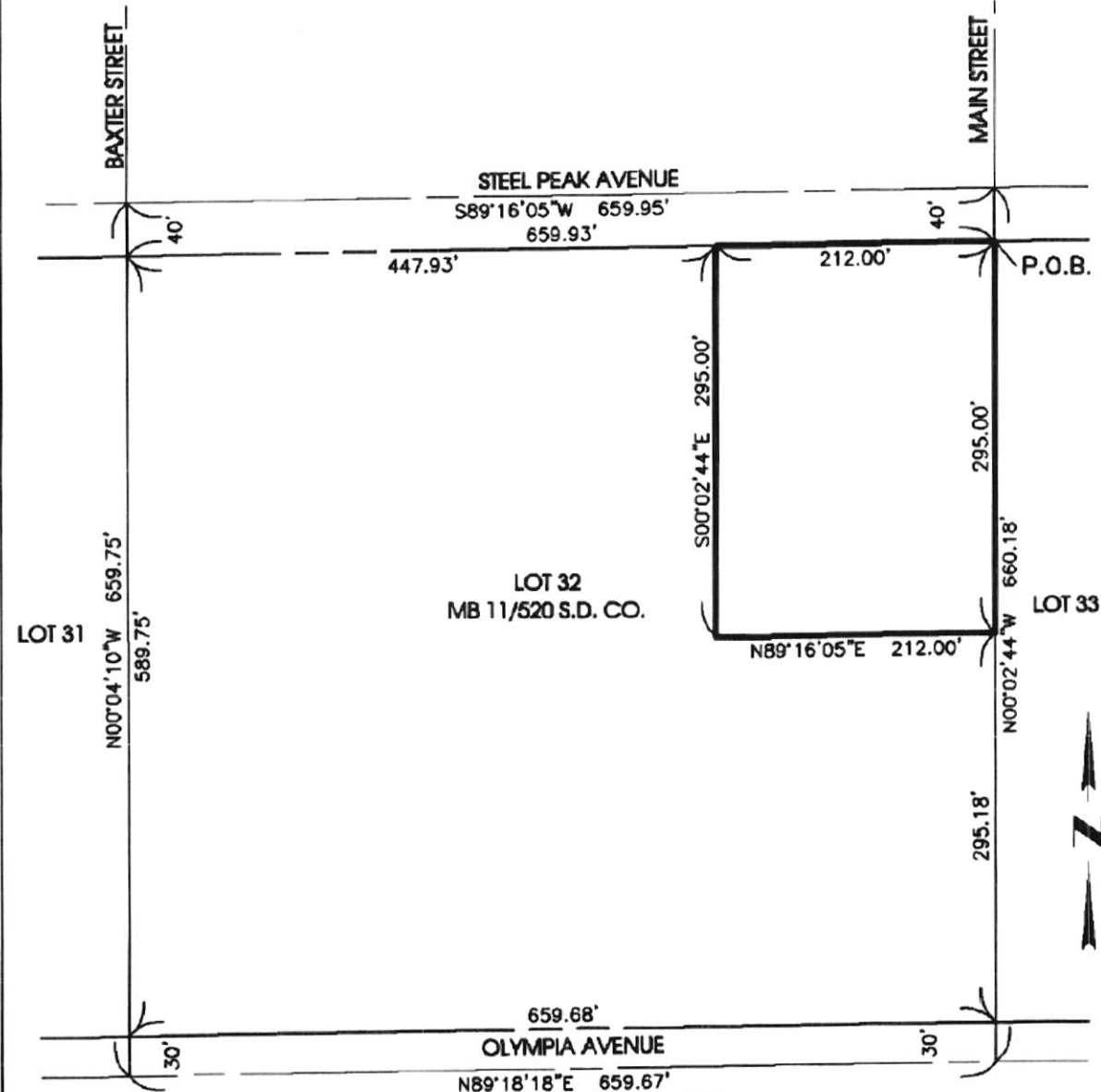
THENCE, ALONG SAID EASTERLY LINE, NORTH 00°02'44" EAST A DISTANCE OF 295.00 FEET TO THE SAID POINT OF **BEGINNING**.

SAID PARCEL CONTAINING 1.44 ACRES MORE OR LESS.



09/09/2023

EXHIBIT "B"



LOT 32
MB 11/520 S.D. CO.

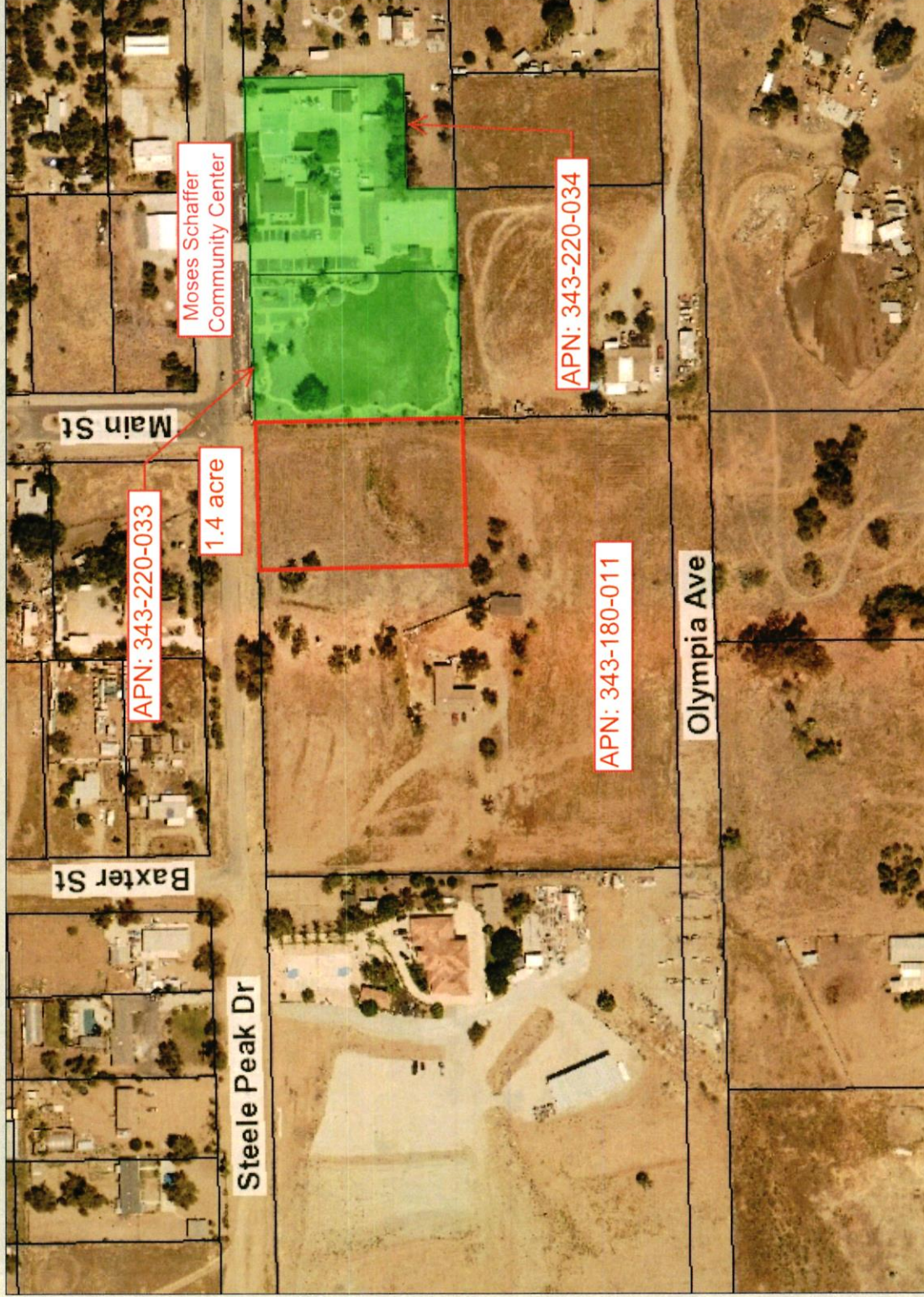


09/09/2023

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT	DATE:	09/09/2023	H D DEVELOPMENT I NC. 28039 SCOTT RD, SUITE 0387 MURRIETA, CA 92563	SHEET 1 OF 1
	SCALE:	1"=120'		
	DR BY:	BTH		
	CK BY:	BTH		
	N.O.:	23-100		
SUBJECT:				

Aerial Map

APN: 343-180-011



Legend

- Parcels
- City Areas

Notes

Supervisor District 1

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.



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