

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



ITEM: 3.10
(ID # 14872)

MEETING DATE:
Tuesday, May 11, 2021

FROM: FACILITIES MANAGEMENT AND PURCHASING AND FLEET DEPARTMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND PURCHASING AND FLEET DEPARTMENT: Adoption of Resolution Number 2021-067 Declaration of Exempt Surplus Real Property and Surplus Personal Property and Authorization to Sell Real Property Located in the City of Jurupa Valley, County of Riverside, State of California; Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020; CEQA Exempt, District 2, [\$78,000] Sale Proceeds 100% (4/5th Vote) (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15312, Surplus Government Property Sales Exemption, and Section 15061 (b)(3), General Rule or "Common Sense" Exemption;

Continued on Page 2

ACTION: Policy, 4/5 Vote Required, CIP


Rose Salgado, Director of Facilities Management 4/15/2021


Tina Grande, Director of Purchasing and Fleet Services 4/16/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, 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, Perez, and Hewitt
Nays: None
Absent: None
Date: May 11, 2021
xc: FM-RE, Purchasing, Recorder

Kecia R. Harper
Clerk of the Board

By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2021-067, Declaration of Exempt Surplus Real Property and Surplus Personal Property and Authorization to Sell Real Property Located in the City of Jurupa Valley, County of Riverside, State of California by the County of Riverside, a political subdivision of the State of California, to the City of Jurupa Valley, a California municipal corporation, Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020 by Grant Deed;
3. Approve the attached Agreement of Purchase and Sale and Joint Escrow Instructions between the City of Jurupa Valley, a California municipal corporation, as Buyer and the County of Riverside, a political subdivision of the State of California, as Seller, and authorize the Chair of the Board to execute the same on behalf of the County;
4. Approve the attached Grant Deed and authorize the Chair of the Board of Supervisors to execute the same on behalf of the County;
5. Authorize the Director of Facilities Management, or designee, to execute any and all other documents necessary to complete this transaction;
6. Authorize a reimbursement to Facilities Management-Real Estate Division in an amount not to exceed \$78,000 from the proceeds of the sale of this property; and
7. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days of Board approval.

Continued on Page 3

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 78,000	\$0	\$ 78,000	\$ 0
NET COUNTY COST	\$ 0	\$0	\$0	\$ 0
SOURCE OF FUNDS: 100% Sale Proceeds			Budget Adjustment:	No
			For Fiscal Year:	2020/21

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Fleet Service Department (Fleet) has consolidated its Jurupa Valley Fleet operations at their former Rubidoux Fleet Services property to other Fleet locations in an effort to pursue cost savings and efficiency. As part of the consolidation effort, Fleet had requested that this location be declared surplus and sold and the proceeds of the sale be used to retire the remaining bond indebtedness.

On August 6, 2019 (M.O. #3.12), the Board of Supervisors adopted Resolution No. 2019-171, Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Jurupa Valley in the County of Riverside, State of California, identified as Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020 (collectively, the Property), declaring the Property to be surplus property and inviting bids to acquire the Property at the date set for the bids to be reviewed and considered by the Board.

The Property consists of approximately 4.57 acres of land, containing an approximately 44,738 square foot office/warehouse building, improved with two 12,000 gallon fuel tanks / pumping station, a car wash structure, carport parking areas with solar panels on the roof and together with all other improvements situated thereon, commonly known as 5293 Mission Boulevard, Jurupa Valley, California. A recent and independent appraisal was conducted and found the current fair market value of the Property to be \$10,200,000 and the minimum bid is set at this same current fair market value.

On October 22, 2019 (M.O. #19.2), the Board of Supervisors, in compliance with the Surplus Land Act, reviewed and rejected all written and oral bids and authorized Facilities Management-Real Estate (FM-RE) to continue to market the Property for sale and return to the Board for consideration of any reasonable offer.

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On November 12, 2020, the City of Jurupa Valley (City) submitted a Letter of Intent to Purchase the Rubidoux Fleet Services Building. After negotiations, the City agreed to purchase the Property for the amount of \$10,200,000. This sale of surplus land between local agencies is exempt under the Surplus Land Act (Gov. Code 54221(f)(1)(D)).

Pursuant to the California Environmental Quality Act (CEQA), the sale was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Sections 15061 (b)(3) General Rule Exemption and 15312 – Surplus Government Property Sales Exemption. The proposed project is the sale of real property that is no longer needed for the use by or purposes of the County and does not have significant value for wildlife habitat or other environmental purposes, and the use of the Property and adjacent property have not changed since the time of acquisition by the County.

Resolution No. 2021-067, the Agreement of Purchase and Sale and Joint Escrow Instructions, the Bill of Sale, and Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

The surplus sale of the Property will benefit the citizens and businesses by returning this public property back to public use and purpose. This surplus sale will allow the City of Jurupa Valley to provide more efficient and effective service to the Community of Jurupa Valley. The sale of the property will also effectively complete the consolidation plans of Fleet and reduce their overall cost of operations.

**SUPPLEMENTAL:
Additional Fiscal Information**

FM-RE will be reimbursed for any and all costs associated with the sale of this Property, as itemized below, through the gross proceeds of this sale. No net county costs will be incurred and no budget adjustment is necessary. The sale of this Property is expected to generate approximately \$10,200,000 and will be used towards eliminating the bond debt service. Once the sale of the Property takes place and the bond debt is retired, Fleet Services is expected to realize an annual cost savings of approximately \$1,000,000 per annum.

Sales Price	\$ 10,200,000
Advertising Costs	\$ 3,500
Title and Escrow	\$ 9,500
Appraisal Costs	\$ 5,000

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FM Staff Time Costs	\$ 40,000
County Counsel Costs	\$ 20,000
Total Estimated Net Proceeds	\$ 10,122,000

Attachments:

- Aerial Image
- Resolution No. 2021-067
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Grant Deed
- Bill of Sale
- Notice of Exemption

CAO:dr/04292021/30.498/342FM


Steven Atkeson

5/3/2021


Gregory J. Priapros, Director County Counsel

4/29/2021

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is executed as of May 11, 2021, by County of Riverside, a political subdivision of the State of California, ("Seller"), in favor of the City of Jurupa Valley, a California municipal corporation, ("Buyer"), based on the following facts:

A. Pursuant to the terms of that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of May 11, 2021 (the "Purchase Agreement"), Seller agreed to sell that certain real property improved with an office/warehouse building containing approximately 44,738 square feet located at 5293 Mission Boulevard, Jurupa Valley, California and legally described in Exhibit "A" attached to the Purchase Agreement (the "Property") to Buyer, and Buyer agreed to purchase the Property from Seller.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell to Purchaser all of Seller's rights, title and interest in all fixtures, furniture, and equipment contained on the Property, together with certain personal property more particularly described on Schedule "1" to this Bill of Sale and made part hereof (collectively, "Transferred Personal Property").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

1. Seller hereby grants, sells, transfers and conveys to Buyer all of Seller's rights, title and interest in and to the Transferred Personal Property.
2. Seller makes no representations or warranties with respect to the Transferred Personal Property.
3. This Assignment shall be governed and construed in accordance with the law of the State of California.
4. All references to "Seller" and "Buyer" herein shall be deemed to include their respective nominees, successors and/or assigns, where the context permits.

[Signatures Provisions on the Following Page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

Seller:
County of Riverside, a political
subdivision of the State of California

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

ATTEST:
Kecia R. Harper
Clerk of the Board

By: Priscilla Russo
Deputy

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

By: Ryan Yabko
Ryan Yabko
Deputy County Counsel

**SCHEDULE 1
TO
BILL OF SALE
(Transferred Personal Property)**

All furniture, fixtures and equipment located in the Property which is listed below:

Inventory Items	Tables		Desk		Chairs		Cabinets		Racks		Other	
	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.
Rooms												
Gallery/Kitchen	6				24							
Training Room	8				16							
Lobby			3	Cubical Set	3							1 Podium
Reception			3	w/7 drawers			3					4 seat table
Conference	1				12		2					1 bench
Office w/ Cubicals												
Cubical 1												
Cubical 2			1		1	desk chair	7	cabinets				
Cubical 3			1				7	cabinets				
Cubical 4			1				2					
Cubical 5			1		1	desk chair	3	cabinets				
Cubical 6			1		1	desk chair	2					
Cubical 7			1				5	cabinets				
Office 1			1	3 section	3		5					
Office 2			1	3 section	2		4	cabinets				
Office 3	2	rolling tbl dk	1	3 section	3		4	cabinets				
Office 4			1	3 section	1		5	cabinets				
Office 5			1	3 section	2		4	cabinets				
File Room							3					
Office 6 (Executive)	1	oblong small	1	cherry 2 section	5		2					
Dispatch Room					3		3					
Copy Room					1	stool	4					
IT Room			1	4 section	4		6					
Janitor Room												6
Parts			3						1			
Totals	18		22		86		75		29			8

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is executed as of _____, 2021, by County of Riverside, a political subdivision of the State of California, ("Seller"), in favor of the City of Jurupa Valley, a California municipal corporation, ("Buyer"), based on the following facts:

A. Pursuant to the terms of that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of _____, 2021 (the "Purchase Agreement"), Seller agreed to sell that certain real property improved with an office/warehouse building containing approximately 44,738 square feet located at 5293 Mission Boulevard, Jurupa Valley, California and legally described in Exhibit "A" attached to the Purchase Agreement (the "Property") to Buyer, and Buyer agreed to purchase the Property from Seller.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell to Purchaser all of Seller's rights, title and interest in all fixtures, furniture, and equipment contained on the Property, together with certain personal property more particularly described on Schedule "1" to this Bill of Sale and made part hereof (collectively, "Transferred Personal Property").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

1. Seller hereby grants, sells, transfers and conveys to Buyer all of Seller's rights, title and interest in and to the Transferred Personal Property.
2. Seller makes no representations or warranties with respect to the Transferred Personal Property.
3. This Assignment shall be governed and construed in accordance with the law of the State of California.
4. All references to "Seller" and "Buyer" herein shall be deemed to include their respective nominees, successors and/or assigns, where the context permits.

[Signatures Provisions on the Following Page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

Seller:
County of Riverside, a political
subdivision of the State of California

By: _____
Karen Spiegel, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

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

By: _____
Ryan Yabko
Deputy County Counsel

**SCHEDULE 1
TO
BILL OF SALE
(Transferred Personal Property)**

All furniture, fixtures and equipment located in the Property which is listed below:

Inventory Items	Tables		Desk		Chairs		Cabinets		Racks		Other	
	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.
Rooms												
Gallery/Kitchen	6				24							
Training Room	8				16							
Lobby											1	Podium
Reception			3	Cubical Set	3							4 seat table
Conference	1		3	w/7 drawers			3					1 bench
Office w/ Cubicals					12		2					
Cubical 1												
Cubical 2			1			1 desk chair	7 cabinets					
Cubical 3			1				7 cabinets					
Cubical 4			1			1 desk chair	2					
Cubical 5			1			1 desk chair	3 cabinets					
Cubical 6			1				2					
Cubical 7			1				5 cabinets					
Office 1			1	3 section	3		5					
Office 2			1	3 section	2		4 cabinets					
Office 3	2	rolling tbl dk	1	3 section	3		4 cabinets					
Office 4			1	3 section	1		4					
Office 5			1	3 section	2		5 cabinets					
File Room							4 cabinets					
Office 6 (Executive)	1	oblong small		cherry 2 section	5		3					
Dispatch Room					3		2					
Copy Room					1	stool	3					
IT Room			1	4 section	4		4					
Janitor Room							6				6	
Parts			3						1			
Totals	18		22		86		75		29		8	

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 SELLER

AND THE

CITY OF JURUPA VALLEY,
a California municipal corporation,
AS BUYER

RELATING TO

5293 Mission Boulevard, Jurupa Valley, California

Assessor's Parcel Numbers: 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005,
179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014,
179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020
Jurupa Valley, CA

**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 11TH day of May, 2021, by and between the CITY OF JURUPA VALLEY, a California municipal corporation ("Buyer") and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Seller"). Buyer and Seller are sometimes collectively hereinafter referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Seller is the owner of the Property (as defined in Section 1 below) and has determined that the Property is no longer required for its own use, and Seller has represented to Buyer that Seller has complied with the Surplus Property Act with respect to the Property; and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

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

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

(b) **Real Property:** All of Seller's right, title, and interest in and to that certain real property located at 5293 Mission Boulevard, in the City of Jurupa Valley, County of Riverside, State of California, consisting of approximately 4.57 acres of land, identified by Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all rights, privileges, easements and appurtenances thereto.

(c) **Improvements:** All buildings, improvements, and fixtures now affixed and located on the Real Property, which includes an approximately 44,738 square foot office/warehouse building, improved with two (2) 12,000-gallon fuel tanks/pumping station, a car wash structure, carport parking area with solar panels on the roof, collectively referred to as the "Improvements."

(d) **Transferred Personal Property:** The personal property located on the Real Property identified on Schedule "1" to the Bill of Sale attached hereto as Exhibit "C" and by this reference incorporated herein which was used in connection with the ownership, operation or occupancy of the Real Property and the Improvements.

(e) **Property:** The Property includes the Real Property, Improvements and Transferred Personal Property.

(f) **Purchase Price:** The Purchase Price for the Property is Ten Million Two Hundred Thousand Dollars (\$10,200,000), which is inclusive of consideration for the Transferred Personal Property described in Exhibit "C".

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

(h) **Title Company:** Lawyers Title Company (at the address set forth in subsection (h) below); Barbara Northrup has been assigned as the Title Officer.

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

(j) **Closing Date:** The Closing Date shall occur on or before June 30, 2021, unless extended by mutual written approval of the Parties hereto. If the escrow is not closed on or before June 30, 2021 or otherwise extended by mutual written approval of the Parties, then either Party may elect to cancel escrow by providing a written notice to the other Party and to Lawyers Title Company. If escrow does not timely close (and escrow is terminated) due to failure of a condition, then each Party shall pay half of any Escrow cancellation fees, but if escrow does not timely close due to a default (and escrow is terminated), then the defaulting Party shall pay all escrow cancellation fees.

(k) **Notices:** In the event either Party desires or is required to give notice to the other Party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, when delivered (or delivery is refused by recipient) by recognized overnight air courier service (such as FedEx, UPS or USPS), when delivered by email transmission (provided that such email transmission is followed by delivery in person, or by overnight courier or certified mail) or three (3) days after deposit with the United States Postal Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate address as set forth in this subsection (j) below. Notices will be sent as follows to:

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

Buyer: City of Jurupa Valley
Attn: Rod B. Butler
8930 Limonite Avenue
Jurupa Valley, CA 92509
Telephone: (951) 332-6464
Email: rbutler@jurupavalley.org

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

(l) **Exhibits:**

Exhibit "A" – Legal Description of Property
Exhibit "B" – Form of Grant Deed
Exhibit "C" – Transfer of Personal Property
Exhibit "D" – Preliminary Title Report

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, as described in section 4 below, 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 into Escrow 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 delivering to Escrow Holder fully executed original or originally executed counterparts of this Agreement. The date Escrow is opened 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 Convey and this Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from Escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by Chairman of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, as 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. At least one (1) business day prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

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

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

(c) A Bill of Sale in the form attached hereto as Exhibit "C", transferring to Buyer the Transferred Personal Property.

5.2 By Buyer. At least one (1) business day 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 Section 3, above;
- (b) A Certificate of Acceptance, completed and executed by Buyer, and duly acknowledged (for recording with the Grant Deed);
- (c) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Section 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and as 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 subject transaction, pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Title Report.** Buyer has obtained Preliminary Title Report #620650446, dated November 20, 2020 ("PTR") for the Property prepared by Lawyers Title Company, together with copies of the exceptions to title described in the PTR; a copy of the PTR is attached hereto as Exhibit "D".

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

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

(a) Title. At the Close of Escrow, the Property will be conveyed with clear and marketable title, free of any loans, liens and encumbrances of any kind, to Buyer by the Seller by Grant Deed, and as a condition to Buyer's obligation to close, the Title Company shall agree to issue the Title Policy to Buyer with coverage in the amount of the Purchase Price, listing the following as exceptions ("**Permitted Exceptions**"):

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

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

(iii) Non-monetary encumbrances in the PTR that are approved by Buyer as provided in this subparagraph (iii). Buyer shall have the right to review and approve or disapprove any exceptions in the PTR that relate to the Property, at Buyer's sole cost and expense. Within ten (10) business days after the date of this Agreement, Buyer shall provide notice in writing to Seller in the event that Buyer objects to exceptions (collectively, the "Objectionable Exceptions"), as shown in the PTR. Seller will have ten (10) days after delivery of Buyer's notice of Objectionable Exceptions to advise Buyer in writing whether Seller will eliminate the Objectionable Exceptions. If the Seller elects not to or is unable to eliminate the Objectionable Exceptions, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder:

(A) Waive its prior disapproval, in which event the disapproved matters shall be deemed approved, and proceed with the purchase to acquire the Property, subject to the Objectionable Exceptions without reduction in the Purchase Price and subject to satisfaction of Buyer's other conditions; or

(B) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer.

(C) If Seller commits to remove any of the Objectionable Exceptions and fails to do so by the Closing Date, then Seller shall be in default under this Agreement and Buyer may, at Buyer's election: (i) terminate this Agreement and pursue its remedies as set forth herein and any remedies available to Buyer at law or in equity; or (ii) enforce this Agreement by a specific performance action (which may include recording a lis pendens).

All exceptions in the PTR that are approved by Buyer, together with all applicable laws, ordinances, rules and regulations of any applicable governmental authority and any matters that have been disclosed by a survey provided to Buyer or by a physical inspection of the Property shall be referred to herein as "Permitted Exceptions".

(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, as described in Section 10 below.

(c) Delivery of Information. Within five (5) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller may 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.

(d) Financing. This purchase is subject to the Buyer obtaining financing and said financing shall be obtained, and escrow closed, on or before the Closing Date of June 30, 2021.

(e) The conditions set forth in this Section 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.

(f) 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 Sections 5.1 and 5.3 above and the removal or waiver of the items described in this Section 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

(c) The conditions set forth in the Section 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 shall have forty-five (45) days from the Effective Date to approve or disapprove of the condition of the Property ("Due Diligence Period"). During this Due Diligence 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, including making necessary or appropriate inspections; provided, however, that Buyer will give Seller written notice at least forty-eight (48) hours before going on the Property.

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

(a) The physical condition of the Property and Transferred Personal Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property and Transferred Personal 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 Due Diligence Requirements.

(a) Subject to Section 16.4 below, Buyer shall only conduct a visual inspection of the Property and Transferred Personal Property and shall have no right to conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Property without first obtaining Seller's prior written consent, which shall not be unreasonably withheld. If Buyer wishes to conduct any Physical Testing on any portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written reasonable approval. Seller shall not withhold approval of reasonable requests by the Buyer.

(b) At least forty-eight (48) hours prior to any entry thereon to the Property by Buyer and/or its agents, employees, representatives or contractors (collectively, "Buyer's Agents") for the purpose of conducting Buyer's investigations, Buyer shall provide Seller with sufficient evidence to show that Buyer's Agents who are to enter thereon to the Property are adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller insuring Buyer and Seller against any and all liability arising out of the entry and activities of Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the Property or Transferred Personal Property arising therefrom, with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting Buyer's investigations and any Physical Testing relating thereto.

(d) Buyer shall, at its sole cost and expense, clean up, restore and repair the Property or Transferred Personal Property and any other portion thereof altered in any manner by Buyer or Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that said property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

(e) Buyer shall provide to Seller, upon Seller's written request, with a copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover, obtain or generate in connection with or resulting from Buyer's investigations and/or Physical Testing under this Section 8.2.

(f) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, obligations, liabilities, claims, liens, stop notices, actions, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's entries thereon to the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property and Transferred Personal Property free of mechanic's liens related to the activities of Buyer or Buyer's Agents. This Section 8.2 shall survive the Closing or termination of this Agreement.

8.3 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was not disclosed by Seller prior to the Close of Escrow or not reasonably discoverable prior to the Close of Escrow ("New Matter"), and that New Matter is one which would appear as an exception to the Title Policy or is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Section 16.2 below, and such New Matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall 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. However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Section 8.3, Seller may elect, in its sole and absolute discretion, by written notice to Buyer and to Escrow Holder, within five (5) business days following delivery of Buyer's notice, to correct the New Matter prior to the Close of Escrow. If Seller elects in writing 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, Buyer may not terminate this Agreement during such period. If Seller fails to correct the New Matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.4 AS-IS Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT

NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER OR AFFECTING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY.

9. **Conditions Precedent to Seller's 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 Sections 5.2 and 5.3.

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

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

11.1 Seller will pay:

(a) One half of escrow costs and fees;

- (b) One-half of the cost of the CTLA standard coverage policy to be issued to Buyer;
- (b) All costs associated with removing any debt or liens encumbering the Property;
- (c) All costs associated with Seller's attorneys' fees and Seller's cost to transact; and
- (d) Seller's share of prorations, if applicable.

The foregoing may be paid with proceeds of the Purchase Price delivered by Buyer to Escrow.

11.2 Buyer will pay:

- (a) One-half of escrow and all transfer taxes, recording costs/fees;
- (b) One-half of the cost of the CTLA standard coverage policy to be issued to Buyer;
- (c) ALTA Extended Owner's Policy and any title endorsements, if elected by the Buyer;
- (d) All costs associated with Buyer's attorneys' fees and Buyer's cost to transact: and
- (e) Buyers share of prorations, if applicable.

12. Prorations; Closing Statement.

12.1 Tax Exempt Agency; Proration of Assessments. All Parties hereto acknowledge that the Buyer and Seller are public entities and exempt from payment of any real property taxes. There will be no proration of taxes through escrow; however, any assessments shall be prorated and paid through escrow, and assessments due for the assessment period in which the Close of Escrow occurs shall be paid through Escrow.

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

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five

(365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12.4 Closing Statements. Seller and Buyer shall each provide Escrow Holder with the information necessary to allow Escrow Holder to prepare a preliminary closing statement for the transaction ("Preliminary Closing Statement"), which shall show the net amount due to each party under this Agreement, including the balance of the Purchase Price payable by Buyer and the adjustments and prorations set forth herein. Once the Preliminary Closing Statement is signed by Seller and Buyer, then Escrow Holder, for purposes of closing Escrow, shall be entitled to rely upon the information set forth in the Preliminary Closing Statement. The Parties acknowledge that the Preliminary Closing Statement is a good faith estimate of the closing costs and may vary at the time of 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 Sections 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 (and Certificate of Acceptance, which is to be attached thereto) to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

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

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the Bill of Sale, 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. **Representations and Warranties.** Seller hereby represents to Buyer that: (i) Seller has complied with the Surplus Property Act with respect to the Property, and has the legal right to convey the Property to Buyer under the Surplus Property Act, and (ii) as required by California law, Seller has disclosed to Buyer all material facts about the Property known to Seller.

Additionally, each Party represents and warrants to the other that:

14.1 It has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations under and to consummate the transaction completed by this Agreement.

14.2 At Close of Escrow, all requisite action (corporate, trust, partnership or otherwise) has been taken by it in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction, and 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 its behalf, and its partners, officers or trustees if any, have the legal power, right, and actual authority to bind it 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, it in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

14.5 At Closing, Seller shall convey the Property to Buyer in "as-is" physical condition with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Section 7 above, but subject to the representations and warranties of Seller in this Section 14 and Section 16 and Section 17.10, which shall survive the Close of Escrow.

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 reasonable attorneys' 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.

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 or 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. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in Section 14 or in this Section 16 or in Section 17.10, Buyer is acquiring the Property and every portion thereof "**AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS**" and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property. Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Section 16, that "Seller's Actual Knowledge" shall mean the current, personal knowledge, without duty to inquiry or independent investigation, of personnel within the County of Riverside's Department of Facilities Management – Real Estate Division and with no constructive or imputed knowledge. Buyer acknowledges, however, that the aforementioned individuals are not personally liable for the matters within Seller's knowledge, but are merely the individuals whose knowledge is attributable to Seller. As of the date of this Agreement, to Seller's Actual Knowledge:

(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) Seller has not been notified and is not aware of any federal, state, or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Property;

(c) Seller has not been notified and is not aware of any claims made by any third party relating to any Hazardous Substances on or within the Property; and

(d) Seller has not been notified and is not aware of any disposal of Hazardous Substances or accidental spills which may have contaminated the Property. Seller has not been notified and is not aware of any 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 Contingency 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 and shall submit a copy of Buyer's work plan to Seller for Seller's reasonable approval;

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

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

17. **Miscellaneous.**

17.1 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.

17.2 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.

17.3 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.

17.4 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. This Agreement is for the benefit of, and is binding on, the Parties and their successors and permitted assigns.

17.5 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.

17.6 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.

17.7 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.

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

17.9 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.

17.10 Brokers. Buyer is not represented by a real estate broker and does not request a commission be paid by Seller. Seller is not represented by a real estate broker and does not request a commission to be paid by Buyer.

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

17.12 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]

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

SELLER:

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

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

BUYER:

CITY OF JURUPA VALLEY,
a municipal corporation

By: Rod B. Butler
Rod B. Butler
City Manager

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Christina Passo
Deputy

ATTEST:

Victoria Wasko, CMC
City Clerk

By: Deputy

APPROVED AS TO FORM:

Gregory P. Priamos,
County Counsel

By: Ryan Yabko
Ryan Yabko
Deputy County Counsel

APPROVED AS TO FORM:

Peter M. Thorson
City Attorney

By: Peter M. Thorson

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1: (APN 179-300-008)

Lots 8 and 9 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Also, the Southwesterly rectangular 25 feet of Lots 53 and 54 of Rubidoux Vista Tract, as shown by said Map;

Excepting from said Lots 8 and 9 the Southwesterly 37 feet thereof, as deeded to the State of California for highway purposes.

PARCEL 2: (APN 179-300-009; 010; 019; 020)

Lots 50, 51, the Northeasterly 113 feet of Lot 10 and the Northeasterly 113 feet of Lot 11 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

PARCEL 3: (APN 179-300-013; 014)

Lots 53 and 54 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

Excepting therefrom the Southwesterly rectangular 25 feet thereof.

PARCEL 4: (APN 179-300-007)

Lots 7 and 55 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except therefrom the Southwesterly 37 feet of said Lot 7.

PARCEL 5: (APN 179-300-005)

Lot 5 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except the Southwesterly 37 feet as deeded to the State of California by deed recorded August 23, 1940 as Instrument No. 3411.

PARCEL 6: (APN 179-300-006)

Lot 6 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except the Southwesterly 37 feet as deeded to the State of California by Deed recorded August 22, 1940 in Book 471, Page 365 of Official Records.

PARCEL 7: (APN 179-300-016)

Lot 56 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

PARCEL 8: (APN 179-300-001)

Lot 1 of Rubidoux Vista Tract, in the County Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom that portion conveyed to the State of California for highway purposes by Deed recorded September 10, 1940 as Instrument No. 395 of Official Records of Riverside County, California, described as follows:

Beginning at the Southwest corner of said Lot 4;

Thence North 32°13' East 37 feet on the Northwesterly line of said Lot 4;

Thence South 57°47' East 32.48 feet;

Thence South 58°17' East, 327.34 feet to a point in the Southeasterly line of said Lot 1, distance thereon North 37°41' East, 40.03 feet from the Southeast corner of said Lot 1;

Thence South 37°41' West, 40.03 feet on said Southeasterly line to said Southeast corner of said Lot 1;

Thence North 57°47' West, 356 feet on the Southwesterly line of said Lots 1 to 4 inclusive, to the point of beginning.

PARCEL 9: (APN 179-300-002; 003; 004; 015; 017; 018)

Lots 2, 3, 4, 57, 58 and 59 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom said Lots 2, 3 and 4, that portion described as follows:

Beginning at the most Westerly corner of said Lot 4;

Thence along the Northwesterly line thereof, North 32°13'00" 37 feet;

Thence leaving said Northwesterly line South 57°47'00" East 32.48 feet;

Thence South 58°17'00" East, 327.34 feet to a point on the Southeasterly line of Lot 1 of said Map;

Thence along said Southeasterly line, South 37°41'00" West 40.03 feet to the most Southerly corner of said Lot 1;

Thence along the Southwesterly lines of said Lots 1, 2, 3 and 4, North 57°47'00" West 356.00 the point of beginning.

EXHIBIT "B"

Recorded at request of and return to:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

FREE RECORDING

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

APNs: 179-300-001, 179-300-002, 179-
300-003, 179-300-004, 179-300-005, 179-
300-006, 179-300-007, 179-300-008, 179-
300-009, 179-300-010, 179-300-013, 179-
300-014, 179-300-015, 179-300-016, 179-
300-017, 179-300-018, 179-300-019, and
179-300-020

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

Exempt from documentary transfer taxes: Conveyance to a California public entity (i.e., a California municipal corporation).

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereby

GRANTS to the CITY OF JURUPA VALLEY, a California municipal corporation, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
and made part hereof

Dated: _____

GRANTOR:

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

By: _____
Karen Spiegel, Chair
Board of Supervisors

ATTEST:

Kecia R. Harper
Clerk of the Board

By: _ Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 7: (APN 179-300-016)

Lot 56 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

PARCEL 8: (APN 179-300-001)

Lot 1 of Rubidoux Vista Tract, in the County Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom that portion conveyed to the State of California for highway purposes by Deed recorded September 10, 1940 as Instrument No. 395 of Official Records of Riverside County, California, described as follows:

Beginning at the Southwest corner of said Lot 4;

Thence North $32^{\circ}13'$ East 37 feet on the Northwesternly line of said Lot 4;

Thence South $57^{\circ}47'$ East 32.48 feet;

Thence South $58^{\circ}17'$ East, 327.34 feet to a point in the Southeasterly line of said Lot 1, distance thereon North $37^{\circ}41'$ East, 40.03 feet from the Southeast corner of said Lot 1;

Thence South $37^{\circ}41'$ West, 40.03 feet on said Southeasterly line to said Southeast corner of said Lot 1;

Thence North $57^{\circ}47'$ West, 356 feet on the Southwesterly line of said Lots 1 to 4 inclusive, to the point of beginning.

PARCEL 9: (APN 179-300-002; 003; 004; 015; 017; 018)

Lots 2, 3, 4, 57, 58 and 59 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom said Lots 2, 3 and 4, that portion described as follows:

Beginning at the most Westerly corner of said Lot 4;

Thence along the Northwesternly line thereof, North $32^{\circ}13'00''$ 37 feet;

Thence leaving said Northwesternly line South $57^{\circ}47'00''$ East 32.48 feet;

Thence South $58^{\circ}17'00''$ East, 327.34 feet to a point on the Southeasterly line of Lot 1 of said Map;

Thence along said Southeasterly line, South $37^{\circ}41'00''$ West 40.03 feet to the most Southerly corner of said Lot 1;

Thence along the Southwesterly lines of said Lots 1, 2, 3 and 4, North $57^{\circ}47'00''$ West 356.00 the point of beginning.

CERTIFICATE OF ACCEPTANCE

EXHIBIT C

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is executed as of _____, 2021, by County of Riverside, a political subdivision of the State of California, ("Seller"), in favor of the City of Jurupa Valley, a California municipal corporation, ("Buyer"), based on the following facts:

A. Pursuant to the terms of that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of _____, 2021 (the "Purchase Agreement"), Seller agreed to sell that certain real property improved with an office/warehouse building containing approximately 44,738 square feet located at 5293 Mission Boulevard, Jurupa Valley, California and legally described in Exhibit "A" attached to the Purchase Agreement (the "Property") to Buyer, and Buyer agreed to purchase the Property from Seller.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell to Purchaser all of Seller's rights, title and interest in all fixtures, furniture, and equipment contained on the Property, together with certain personal property more particularly described on Schedule "1" to this Bill of Sale and made part hereof (collectively, "Transferred Personal Property").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

1. Seller hereby grants, sells, transfers and conveys to Buyer all of Seller's rights, title and interest in and to the Transferred Personal Property.
2. Seller makes no representations or warranties with respect to the Transferred Personal Property.
3. This Assignment shall be governed and construed in accordance with the law of the State of California.
4. All references to "Seller" and "Buyer" herein shall be deemed to include their respective nominees, successors and/or assigns, where the context permits.

[Signatures Provisions on the Following Page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

Seller:
County of Riverside, a political
subdivision of the State of California

By: Karen Spiegel, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: Deputy

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

By: _____
Ryan Yabko
Deputy County Counsel

**SCHEDULE 1
TO
BILL OF SALE
(Transferred Personal Property)**

All furniture, fixtures and equipment located in the Property, which is listed below:

Inventory Items	Tables		Desk		Chairs		Cabinets		Racks		Other	
	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.	Qty	Desc.
Rooms												
Gallery/Kitchen	6				24							
Training Room	8				16						1	Podium
Lobby			3	Cubical Set	3						4	seat table
Reception			3	w/7 drawers			3				1	bench
Conference	1				12		2					
Office w/ Cubicals												
Cubical 1							7	cabinets				
Cubical 2			1		1	desk chair	7	cabinets				
Cubical 3			1				2					
Cubical 4			1		1	desk chair	3	cabinets				
Cubical 5			1		1	desk chair	2					
Cubical 6			1				5	cabinets				
Cubical 7			1				5					
Office 1			1	3 section	3		4	cabinets				
Office 2			1	3 section	2		4	cabinets				
Office 3	2	rolling tbl dk	1	3 section	3		4					
Office 4			1	3 section	1		5	cabinets				
Office 5			1	3 section	2		4	cabinets				
File Room							3					
Office 6 (Executive)	1	oblong small	1	cherry 2 section	5		2					
Dispatch Room					3		3					
Copy Room					1	stool	4					
IT Room			1	4 section	4		6				6	
Janitor Room									1			
Parts			3		4	desk			29			
Totals	18		22		86		75		30		8	

