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RIVERSIDE COUNTY TRANSPORTATION COMMISSION

REQUEST FOR OFFER ON REAL PROPERTY
OWNED BY RIVERSIDE COUNTY TRANSPORTATION COMMISSION
STATE ROUTE 91/ 100 BELLE AVE BLOCK, CORONA, CA.
EXCESS LAND SALE

INTRODUCTION

Under California Government Code Section 54220-54232, Riverside County Transportation Commission (RCTC) can offer properties for sale to private individuals and companies when certain conditions are met. Prior to the disposition of property, RCTC must determine whether the property is needed for any future use and declare the property surplus. A 60-day public agency notification period is initiated for City and County agencies within the jurisdiction of the parcels. If no interest is expressed, RCTC may offer the surplus property to the open market. These conditions were met and RCTC hereby solicits requests for offers on real property located at the 100 Block Belle Ave., Corona, CA.

GENERAL REQUIREMENTS

A) DESCRIPTION OF PROPERTY

The Property is located at the 100 Block Belle Ave, in the city of Corona and consists of approximately 6,032± square feet/0.14 acres. The Assessor Parcel Numbers related to the sale is: 117-070-008. The Property is more particularly described in Attachment "A" - Property Summary.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

A) SELECTION CRITERIA

RCTC will only be accepting offers made on the full site. RCTC shall use the following criteria in the selection of offers received, which in its judgment and sole discretion is the most advantageous to RCTC:

1. Price; $16,000.00
2. Applicant's financial capacity to purchase and develop the Property;
3. Applicant requires minimal or no additional obligation from RCTC to prepare the Property for sale;
4. Applicant's ability to close escrow expeditiously (60 days).

B) OFFER CONTENTS

Applicants shall submit a written offer consisting of the following:

- Applicant name, address and telephone number;
- Applicant background, including experience with similar purchases;
- Purchase price and proposed financing for purchase;
- An acknowledgement that the applicant has reviewed the Request for Offer and the Purchase and Sale Agreement (provided as Attachment "B"). The applicant must also include any proposed exceptions or deviations from the Request for Offer or the Purchase and Sale Agreement; and
- Signed Disclosure of Campaign Contributions to Commissioners Form (provided as Attachment "C").

C) OFFER SUBMISSION

1. **All interested applicants are invited to attend a site visit on** Tuesday January 08, 2019 at 11:30 am. To 12:30 pm.
2.
3. Addendums addressing questions and corresponding responses will be posted on RCTC's website www.rctc.org under the menu tab: Doing Business with RCTC, Property, Available Property, or can be requested by contacting Roy Guinaldo, via email at rguinaldo@opcservices.com.

4. Offers to be made for all of the land must be sent to: RCTC - 4080 Lemon Street, 3rd Floor, Riverside, California 92502, Attention: Right of Way Manager.

5. Offers for this property are due on Monday, February 25, 2019 by 2:00 pm.

6. Offers shall remain valid and shall not be withdrawn for a period of one hundred twenty (120) days following the deadline for submission of offers.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

D) SALES PROCESS

1. The successful bidders will be ranked according to the selection criteria, stated on page 2, section B.

2. RCTC staff will enter into negotiations with the top ranked bidder. If negotiations with the top firm are not successful, the next ranked bidder will be contacted.

3. RCTC's Board will consider for review all recommendations submitted by staff and the negotiated offer prior to entering into a Purchase and Sale Agreement. The successful bidder will be informed in writing of their Notice of Award.

4. The successful bidder is required to enter into a written Purchase and Sale Agreement. A sample is attached as Attachment "B".

5. When the executed Purchase and Sale Agreement is received, and executed by RCTC, escrow will open for a period of 30 days.

6. Within 10 days after the opening of escrow, the successful bidder must deposit 3% of the purchase price into escrow.

7. The successful bidder is allowed a 25-day review period.

E) LIMITING CONDITIONS

1. Each applicant is responsible for conducting their own independent investigation of the Property. Each applicant shall rely solely upon its own due diligence, and not rely on any information provided by RCTC or any representative thereof. The information provided by RCTC has been obtained from sources that are considered reliable, but RCTC makes no warranties, representations or guarantees of any kind with respect to the information contained therein.

2. Any sale is subject to the approval of Riverside County Transportation Commission Board.

3. All offers are considered, however, RCTC reserves the right to reject any and all offers and to cancel the sale in part or in its entirety any time prior to the execution of the Purchase and Sale Agreement.

4. The right, title and interest in the Property to be sold shall not exceed that vested in RCTC, and this sale is subject to all title exceptions and reservations

whether or not of record. The successful applicant may obtain a policy of title insurance at his own expense.

5. The successful applicant shall pay 50% of customary escrow fees, the cost of a title policy, the cost of extended coverage, and if desired by the applicant, the cost of any documentary transfer tax, any additional title coverage, endorsements, or document preparation costs. RCTC will entertain offers from any interested party, but will not pay for any broker commissions.

6. RCTC conducted a survey on the subject parcels for the preparation of the plat and legal description. Should the successful bidder desire a survey of the Property, this may be accomplished by an independent survey at the purchaser's expense.

7. RCTC has not conducted an environmental study on the subject parcels, nor does it intend to do so. All applicants are responsible for independent environmental studies at their own expense.

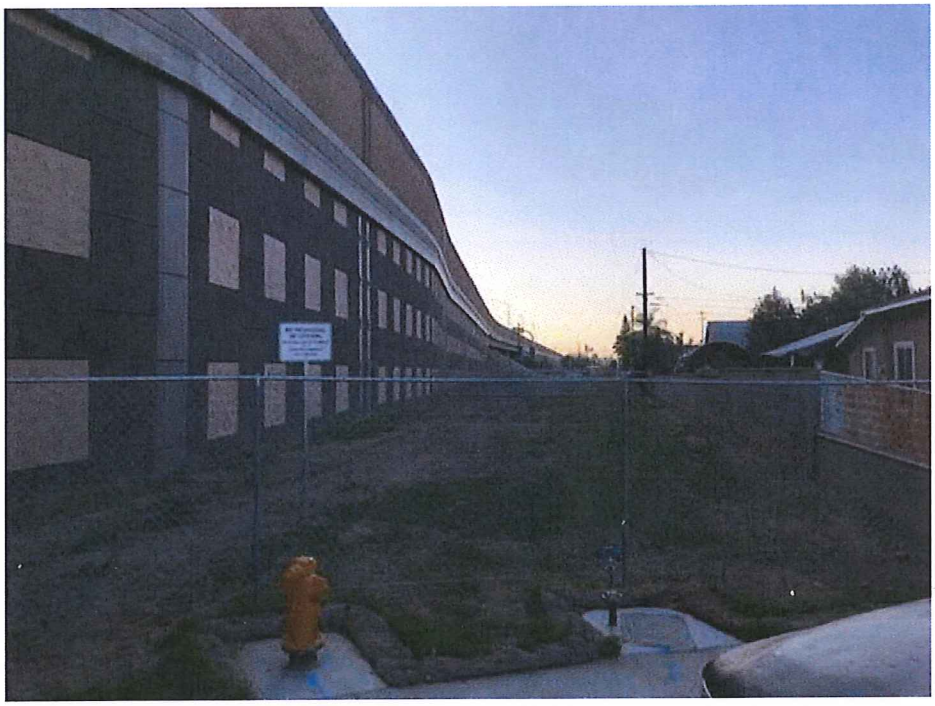
8. The successful applicant shall be responsible for checking and complying with local building codes and ordinances.

9. The Property is sold in an "as is" condition. The sale of the Property shall be made without any warranty, express or implied, and subject to all liens, easements, encumbrances and other exceptions to title, whether recorded or not. RCTC makes no representations or warranties, express or implied, concerning the condition of the Property, locations of property lines, the exact area of the Property, the condition of any improvements on the Property or any environmental condition affecting the Property. RCTC does not assume any liability for any possible encumbrances on the Property. RCTC makes no warranty as to existing or future zoning or availability of utilities.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

ATTACHMENT "A"
PROPERTY SUMMARY

PROPERTY SUMMARY – EXCESS LAND SALE	
Assessor's Parcel No.	117-070-008
Property Rights Appraised	Fee Simple
Location	The Property is located at the 100 Belle Ave Block, Corona, CA.
Size and Shape	Per the Riverside County Assessor's Office, the subject Property contains one parcel approximately 6,032± square feet/0.14 acres
Encumbrances	Subject to special assessments if any, restrictions, reservations, and easements of record. The sale of this Property is subject to all matters of public record and any easement, claim of easements or reservations not of record.
Zoning	The subject property is zoned GB, Gateway Business District
Improvements and Access	There are no building improvements located on the property. Direct access to the Property is available from N Belle Ave.
Topography and Drainage	The overall area is generally level and at grade with the adjacent street.



On Bella Ave. looking west toward Sheridan St.

In the Alley looking East toward Belle Ave.

ATTACHMENT "B"

PURCHASE AND SALE AGREEMENT

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

AND ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS (this **"Agreement"**), is entered into as of _____ (**"Effective Date"**), by and between **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency (**"Seller"**) and _____ (**"Purchaser"**).

A. Seller owns that certain vacant land (**"Property"**) commonly known as _____, Assessor's Parcel No. _____ more particularly described on **Exhibit "A"** attached hereto and made a part hereof; and

B. Purchaser has submitted to Seller and Seller has accepted a written offer to purchase the Property (**"Offer"** – to which a form of this Agreement is attached as Exhibit "B"). Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of Seller's right, title and interest in and to the Property on the terms and conditions set forth in this Agreement and in the Request for Offer on Real Property Owned by the Riverside County Transportation Commission at _____ (**"Request for Offer"**). In the event of a conflict between the terms of the Request for Offer and this Agreement, the terms of this Agreement shall prevail.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
AGREEMENT TO PURCHASE AND SELL

Purchaser agrees to purchase, and Seller agrees to sell, the Property at the Purchase Price (defined below) and on the terms set forth herein. In furtherance thereof Seller agrees to convey to Purchaser title to the Property together with all existing privileges, rights (including mineral rights to the extent they are transferable by Seller), easements, hereditaments, and appurtenances thereto belonging; and all right, title and interest of Seller in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof) by a recordable Grant Deed substantially in form and content as set forth in **Exhibit "B"** attached hereto (**"Grant Deed"**).

ARTICLE 2
ESCROW

2.1 **Escrow**. This sale shall be closed through an escrow with **Commonwealth Land Title Company** (**"Escrow Holder"**). This Agreement shall constitute the instructions of the parties to Escrow Holder. Payment of the Purchase Price (after giving Purchaser credit for the Earnest Money Deposit – all as defined below) and delivery of the Grant Deed and other closing documents shall be made through the Escrow. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Escrow. The fee for the Escrow shall be allocated between Seller and Purchaser as set forth in Section 2.5 below.

2.2 **Purchase Price**. The purchase price (**"Purchase Price"**) to be paid by Purchaser to Seller for the Property shall be _____ ($0.00). The Purchase Price, less the Earnest Money Deposit and plus or minus any adjustments, credits or prorations provided for herein, shall be paid at the Closing, at Seller's option by cashier's or certified check or by wire transfer of current funds.

2.3 **Opening of Escrow**. Upon full execution of this Agreement, Seller and Purchaser shall open an Escrow by depositing with Escrow Holder a copy of this Agreement fully executed or executed in counterparts by the parties, subject to the provisions Section 2.13 below. The **"Opening of Escrow"** shall occur on that date when Escrow Holder receives a fully executed copy or executed counterparts of this Agreement and the Offer. Upon receipt of this signed Agreement and the Offer, Escrow Holder will execute the "Acceptance" attached hereto and will notify Seller and Purchaser of the date of Opening of Escrow as well as the other dates described herein that are based on the date of Opening of Escrow.

2.4 **Earnest Money Deposit**. Within ten (10) days following Opening of Escrow, Purchaser shall deposit into Escrow, an amount equal to three percent (3%) of the Purchase Price (**"Deposit"**). The Deposit shall be the **"Earnest Money Deposit"** under this Agreement. Except for a termination caused by a material breach of this Agreement by Seller, the Earnest Money Deposit shall be non-refundable to Purchaser and applicable to the Purchase Price at Close of Escrow; provided, however, that any interest earned on the Earnest Money Deposit shall not apply toward the Purchase Price and will also be non-refundable to Purchaser except in the event of a termination resulting from a material breach of this Agreement by Seller.

2.5 **Closing Costs**. Costs of Escrow shall be paid as follows:

2.5.1 **By Seller**. Seller will pay one-half (1/2) of customary escrow fees.

2.5.2 **By Purchaser**. Purchaser will pay one-half (1/2) of customary escrow fees, the cost of a title policy, the cost of extended title coverage, if desired by Purchaser, the cost of any documentary transfer tax, and any additional title coverage or endorsements which Purchaser may desire and any document preparation costs.

No recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383. Each party will be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.6 **Close of Escrow**. The performance by Seller and Purchaser of their respective obligations under this Agreement (directly or through the completion of the escrow deposits required of them to be made), delivery of the Purchase Price to Seller by Escrow Holder after recording of the Grant Deed (upon the Title Insurer's commitment to issue the Title Policy to Purchaser) and delivery of possession of the Property to Purchaser shall constitute the closing of the sale (**"Closing"** or **"Close of Escrow"**). The date of the Closing (**"Closing Date"**) shall be on or before sixty (60) days after Opening of Escrow, unless extended in writing as set forth below.

2.7 **Extension of Closing Date**. Purchaser may elect to extend the Closing Date for up to two (2) periods of thirty (30) days each. Prior to the Closing Date and, if utilized, the first extension thereof, Purchaser shall provide written notice (**"Extension Notice"**) Seller and Escrow Holder of its election to extend the Closing Date. Each Extension Notice provided to Escrow Holder will be accompanied by an amount equal to three percent (3%) of the Purchase Price (each an **"Additional Deposit"**) for each extension. Each Additional Deposit will be immediately released by Escrow Holder to Seller, will be nonrefundable to Purchaser and will become part of the Earnest Money Deposit for all purposes, including liquidated damages. Any Extension Notice that does not include an Additional Deposit will be of no force or effect and will not extend the Closing Date. Similarly, any Extension Notice that contains qualifications or purports to limit or qualify Escrow Holder's release of the Additional Deposit to Seller shall be ineffective to extend the Closing Date.

2.8 **Real Property Taxes; Closing Prorations and Adjustments**. The parties acknowledge that because of Seller's status as a public entity, the Property has not been subject to real property taxation during Seller's period of ownership. Purchaser will become liable for real property taxes and assessments with respect to the Property from and after Close of Escrow, to the extent that such taxes and assessments relate to periods following Close of Escrow. All items of income or expense, if any, shall be prorated according to prevailing local custom in Riverside County, California. All prorations are final.

2.9 **Documents To Be Delivered By Seller At Closing**. At the Closing, Seller shall deliver or cause to be delivered to Purchaser through the Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser:

2.9.1 A duly executed and acknowledged Grant Deed to the Property in the form attached hereto as **Exhibit "B"**;

2.9.2 All other documents (if any) required to be executed and delivered by Seller; and

2.9.3 Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Agreement.

2.10 **Documents To Be Delivered By Purchaser At Closing**. At the Closing Purchaser shall deliver through the Escrow, the following, each of which shall be in form reasonably satisfactory to Seller:

2.10.1 The Purchase Price, plus or minus adjustments, credits and prorations provided for herein; and

2.10.2 A Documentary Transfer Tax Affidavit as required by the Riverside County Assessor-County Clerk-Recorder;

2.10.3 A Preliminary Change of Ownership Report; and

2.10.4 Such other instruments and documents as may be reasonably required in order to carry out the purpose of this Agreement.

2.11 **Conditions to Seller's Obligations**. The Closing and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

2.11.1 **Purchaser's Obligations**. As of the Closing, Purchaser shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Purchaser; and

2.11.2 **Purchaser's Representations**. As of the Closing, all representations and warranties made by Purchaser to Seller in this Agreement shall be true and correct as of the Closing.

2.12 **Conditions to Purchaser's Obligations**. The Closing and Purchaser's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver thereof) which are for Purchaser's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

2.12.1 **Seller's Obligations**. As of the Closing, Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller; and

2.12.2 **Seller's Representations**. As of the Closing, all representations and warranties made by Seller to Purchaser in this Agreement shall be true and correct as of the Closing.

2.13 Electronic Signatures. Escrow Holder is authorized to accept electronically signed documents; provided, however, that any documents to be recorded (such as the Grant Deed) must bear original signatures and notarizations. The documents described in Section 2.10.2 and 2.10.3 above, as presented to the County Recorder at Closing, must also bear original signatures. Escrow Holder will notify Seller and Purchaser regarding any other documents as to which it may require original signatures.

ARTICLE 3
REVIEW PERIOD

3.1 Purchaser's Review Period. Purchaser's Review Period (**"Review Period"**) shall expire twenty-five (25) days after Opening of Escrow, unless terminated earlier by Purchaser. If Purchaser has not approved, disapproved or waived all contingencies by written notice to Seller and Escrow Holder prior to the expiration of Purchaser's Review Period then all contingencies of Purchaser shall be deemed approved. In the event Purchaser terminates this Agreement as a result of its review of the Property, the Deposit shall not be refunded to Purchaser. No extension of the Closing Date (pursuant to Section 2.7 above) will extend the Review Period. Any written approval by Purchaser pursuant to this Section shall be without conditions or qualifications and any written notice from Purchaser pursuant to this Section 3.1 containing conditions or qualifications will be deemed disapproval.

3.2 Purchaser's Investigations of the Property. During the Review Period, Purchaser and its agents and contractors shall have the right to conduct such investigations and enter upon the Property to conduct, at Purchaser's expense, such tests and investigations as may be necessary for Purchaser to determine whether any matter would materially hinder or make economically unfeasible Purchaser's intended use of the Property. Prior to Purchaser or its agents or contractors entering upon the Property pursuant to this Article 3, Purchaser shall (i) give Seller forty-eight (48) hours prior notice of such entry, and (ii) provide satisfactory evidence to Seller that Purchaser, or its agents or contractors, have obtained commercial general liability insurance, with limits of not less than $2,000,000.00 per occurrence and $4,000,000.00 in aggregate; workers compensation insurance in statutory limits and employers liability insurance with limits not less than $100,000.00 each incident; and umbrella excess liability insurance excess of the underlying commercial general liability and employers liability insurance with limits not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

3.3 Indemnification. Purchaser will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities relating to or arising out of Purchaser's exercise of its rights under Section 3.2 above. Purchaser will assure that all costs associated with its conduct of the investigations are fully satisfied and that the Property is not subjected to any liens with respect thereto.

3.4 Copies of Reports. In the event of a material default by Purchaser, Purchaser shall provide to Seller copies of all reports resulting from Purchaser's exercise of its rights under this Article 3. Such reports will be provided without cost to Seller and without warranty or representation from Purchaser with respect to the information contained therein.

ALTERNATE PROVISIONS

3.5 Seller Materials. The Request for Offer made available to Purchaser certain documents and materials concerning the status of the Property (**"Seller Materials"**). The Seller Materials have been provided without representation or warranty regarding the accuracy or completeness of the information contained therein. If this Agreement and the transaction described herein are terminated for any reason other than a material uncured default by Seller, Purchaser covenants and agrees that it will not further disclose the Seller Materials to any other person or entity, and will return to Seller any Seller Materials received from Seller or others on Seller's behalf within three (3) Business Days following such termination.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Seller's Representations and Warranties. Seller is selling the Property "AS-IS" with all faults, but represents and warrants to Purchaser as follows:

4.1.1 Authority. Seller has full power and authority to sell, convey and transfer the Property as provided for in this Agreement and this Agreement is binding and enforceable against Seller.

4.1.2 Hazardous Materials. To Seller's actual knowledge Seller has not caused any Hazardous Materials to be placed or disposed of on or at the Property or any part thereof in any manner or quantity which would constitute a violation of any Environmental Law, nor has Seller received any written notices that the Property is in violation of any Environmental Law. As used herein, (a) the term **"Hazardous Materials"** shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive

Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601); and (b) the term **"Environmental Laws"** shall mean all statutes specifically described in the definition of **"Hazardous Materials"** and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

4.2 Purchaser's Representations and Warranties. Except as expressly set forth in this Agreement, Purchaser is relying upon no warranties, express or implied, oral or written, from Seller regarding the Property and, upon Close of Escrow, Purchaser will have accepted the Property as-is, with all faults. Purchaser represents and warrants to Seller as follows:

4.2.1 Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Purchaser is a party.

4.2.2 Authority. Purchaser has full power and authority to execute this Agreement and purchase the Property as provided for in this Agreement and this Agreement is binding and enforceable against Purchaser.

4.2.3 As-Is Acquisition. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (IV) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (VI) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (VII) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY DUE DILIGENCE MATERIALS DELIVERED BY SELLER TO PURCHASER OR PRELIMINARY REPORT REGARDING TITLE; (VIII) DEFICIENCY OF ANY UNDERSHORING; (IX) DEFICIENCY OF ANY DRAINAGE; (X) THE FACT THAT ALL OR A PORTION OF

THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR A FLOOD ZONE; OR (XI) WITH RESPECT TO ANY OTHER MATTER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS OR WILL HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, AND THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO PURCHASER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PURCHASER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY WHICH WERE RETAINED BY SELLER FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4.1 ABOVE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4.1 ABOVE, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. PURCHASER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, PURCHASER IS RELYING SOLELY UPON PURCHASER'S OWN INVESTIGATION OF THE PROPERTY.

4.2.4 **General Waiver**. With respect to the waivers and releases set forth in Section 4.2.3, above, Purchaser expressly waives any of its rights granted under California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

_____

Purchaser's Initials

ARTICLE 5
DEFAULTS; REMEDIES

5.1 PURCHASER'S DEFAULT AND LIQUIDATED DAMAGES. PURCHASER AND SELLER AGREE THAT SHOULD PURCHASER DEFAULT IN PURCHASER'S OBLIGATION TO PURCHASE THE PROPERTY WITHIN THE TIME AND IN THE MANNER SPECIFIED IN THIS AGREEMENT, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS AT LAW OR IN EQUITY TO CONVEY THE PROPERTY TO PURCHASER. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUFFERED BY SELLER BECAUSE OF SUCH DEFAULT, THAT THE EARNEST MONEY DEPOSIT AND ANY INTEREST EARNED THEREON SHALL CONSTITUTE A REASONABLE ESTIMATE AND AGREED STIPULATION OF DAMAGES IN THE EVENT OF SUCH DEFAULT BY PURCHASER AND THAT SELLER SHALL HAVE NO OTHER RIGHT OR CAUSE OF ACTION AGAINST PURCHASER FOR DAMAGES OR OTHERWISE ARISING FROM SAID DEFAULT, EXCEPT AS SET FORTH BELOW IN THIS SECTION 5.1.

Seller's Initials: _____ **Purchaser's Initials:** _____

In addition, Seller may pursue against Purchaser any and all other rights and remedies available at law or in equity, to obtain from Purchaser: (i) copies of all soil tests, environmental studies, and other tests and studies pertaining to the Property obtained by Purchaser, and (ii) reimbursement for the payment of any costs and expenses incurred by Seller and properly allocable to Purchaser under Article 3 or Section 6.15.

5.2 Seller's Default. If the transaction contemplated hereby does not close by reason of a material, uncured default by Seller in any of the terms hereof, then Purchaser may terminate this Agreement and pursue against Seller as Purchaser's sole and exclusive remedy, an action to compel Seller's specific performance of this Agreement and Seller shall return to Purchaser the Earnest Money Deposit and any interest earned thereon. In no event shall Seller be liable to Purchaser for indirect or consequential damages, including, without limitation, any loss or damage suffered by Purchaser in connection with any lost profit or other agreement or understanding with any third party for the use, lease or purchase of the Property.

ARTICLE 6
MISCELLANEOUS

6.1 Payment of Real Estate Brokers and Consultants. Each party represents to the other that no real estate broker has been used in connection with this transaction unless pursuant to a separate agreement. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Purchaser in connection with this transaction. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Seller in connection with this transaction. The indemnification obligations under this Section 6.1 shall survive the Closing or any termination of this Agreement for any reason whatsoever.

6.2 Notices. All notices and other communications which are required to be, or which may be given under this Agreement shall be in writing, and shall be delivered at the addresses set out hereinbelow. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine addressed as follows:

If to Seller: Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92502-2208
Attn: Real Property Agent
Telephone: (951)787-7141

With a copy to: Best Best & Krieger LLP
3390 University Avenue,5th Floor
Riverside, CA 92501
Attn: Steve DeBaun
Telephone: (951)686-1450

If to Purchaser: _____
_____
_____
_____

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

6.3 Possession. Possession of the Property shall be delivered to Purchaser at the Closing.

6.4 Assignment. Purchaser may not assign or pledge any of its rights hereunder without the prior written consent of Seller; provided, however, that Seller consents to the vesting of title at Close of Escrow in the name of an entity that controls, is controlled by or under common control with Purchaser. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and each of their successors and assigns.

6.5 Joint and Several Liability. If Purchaser is more than one person or entity, then all obligations and/or liabilities of Purchaser set forth herein or arising hereunder shall be the joint and several obligations and/or liabilities of each party constituting Purchaser.

6.6 Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement.

6.7 Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.

6.8 Captions; Number. The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

6.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

6.10 Governing Law. This Agreement has been executed and delivered, and is to be performed, in the State of California, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of California. Purchaser hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in Riverside County, California.

6.11 Time of the Essence. Time is of the essence of this Agreement.

6.12 Modification. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

6.13 Waiver. Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party

shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

6.14 Business Days. Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, **"Business Day"** shall mean any day other than a Saturday, Sunday, a holiday observed by national banks or a day that is a non-working day for Seller.

6.15 Attorney Fees. In the event of any dispute arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, to include any attorney fees or costs on appeal.

6.16 Termination Due to Lack of Execution. If Purchaser has not provided a signed copy of this Agreement to Seller and Escrow Holder within TEN (10) days following acceptance by Seller of the Offer, Seller may elect to terminate this Agreement and the transaction described herein by written notice to Purchaser.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Steven DeBaun, Attorney for
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

PURCHASER:

_____

_____

ACCEPTANCE BY ESCROW HOLDER

_____acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Purchase and Sale of Real Estate and Escrow Instructions and, subject to the provisions of Section 2.1 of this Agreement, agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as the terms apply to Escrow Holder.

_____

By: _____

Title: _____

Date:_____, 20__

EXHIBIT "A"

Legal Description of the Property

[ATTACHED]

EXHIBIT "B"
Grant Deed

RECORDING REQUESTED BY
Commonwealth Land Title

WHEN RECORDED MAIL TO:

Exempt from Recording Fees per Govt. Code §27383

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: $_____
Assessor's Parcel No(s).
X computed on full value of interest or property conveyed, or
□ computed on full value of liens or encumbrances remaining at time of sale;

GRANT DEED

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency ("Grantor") hereby grants to _____ ("Grantee") all that certain real property situated in the City of Riverside, County of Riverside, State of California, more fully described in EXHIBIT "1" attached hereto and incorporated herein by this reference.

Dated: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency

By: _____
_____(Name)
_____(Title)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF_____)

On_____before me,_____(here insert name and title of the officer), personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "1" TO GRANT DEED

Legal Description

[ATTACHED]

ATTACHMENT "C"
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS
TO COMMISSIONERS FORM

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308. 2 California Code of Regulations 18438.1 Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than $250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received;and,3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than $250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than $250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than $250 to a Commissioner during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Kevin Jeffries, County of Riverside
John F. Tavaglione, County of Riverside
Chuck Washington, County of Riverside
To Be Appointed, County of Riverside
Marion Ashley, County of Riverside
Deborah Franklin / Art Welch, City of Banning
Nancy Carroll / Lloyd White, City of Beaumont
Joseph DeConinck / Tim Wade, City of Blythe
Jim Hyatt / Jeff Hewitt, City of Calimesa
Dawn Haggerty / Jordan Ehrenkranz, City of Canyon Lake
Greg Pettis / Shelley Kaplan, City of Cathedral City
Steven Hernandez / To Be Appointed, City of Coachella
Karen Spiegel / Randy Fox, City of Corona
Scott Matas / Russell Betts, City of Desert Hot Springs
Adam Rush / Clint Lorimore, City of Eastvale
Linda Krupa / To Be Appointed, City of Hemet
Dana Reed / To Be Appointed, City of Indian Wells
Michael Wilson / Glenn Miller, City of Indio
Brian Berkson / Verne Lauritzen, City of Jurupa Valley
Robert Radi / Kathleen Fitzpatrick, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Neil Winter / John Denver, City of Menifee
Victoria Baca / To Be Appointed, City of Moreno Valley

Rick Gibbs / Jonathan Ingram, City of Murrieta
Berwin Hanna / Ted Hoffman, City of Norco
Jan Harnik / Susan Marie Weber, City of Palm Desert
Ginny Foat / Geoffrey Kors, City of Palm Springs
Michael M. Vargas / Rita Rogers, City of Perris
Ted Weill / Charles Townsend, City of Rancho Mirage
Rusty Bailey / Andy Melendrez, City of Riverside
Andrew Kotyuk / Crystal Ruiz, City of San Jacinto
Michael S. Naggar / To Be Appointed, City of Temecula
Ben Benoit / Timothy Walker, City of Wildomar
John Bulinski, Governor's Appointee

I/We hereby disclose the following political contributions of more than $250 made within the preceding 12 months and for 3 months following the conclusion of the Proceeding to any Commissioner:

Date of Contribution	Amount of Contribution	Recipient

(Attach Additional Sheet, If Necessary) Date of Disclosure (Same As Bid Date)

BIDDER:

_____
Signature of Bidder

_____
Name

_____
Title

_____
Company

_____
Address

_____
City, State, and Zip Code

HECTOR

PSOMAS

EXHIBIT 'B1'

LEGAL DESCRIPTION

Caltrans Parcel No. 22243-REM

Remnant

In the City of Corona, County of Riverside, State of California, being a portion of Lot 8 in Block 188 of South Riverside Townsite, filed in Book 9, Page 8 of Maps, Records of San Bernardino County, California, lying northerly of the following described line:

Beginning at the most easterly corner of the land described in the document recorded May 16, 2016 as Document No. 2016-0198380 of Official Records of said Riverside County; thence North 84°20'56" West 413.73 feet along the northerly line of said land and its westerly prolongation; thence North 86°15'35" West 70.32 feet; thence North 76°45'02" West 30.27 feet, thence North 86°15'35" West 74.30 feet; thence North 86°27'37" West 26.26 feet; thence South 89°02'59" West 76.15 feet; thence North 87°52'40" West 21.60 feet; thence North 88°02'33" West 203.43 feet; thence North 24°40'37" West 40.15 feet to the northeasterly line of the land described in the document recorded July 23, 2013, as Document No. 2013-0354233 of Official Records of said County.

Containing 6,032 square feet.

See Exhibit 'B2' attached hereto and made a part hereof.

PSOMAS

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of:

Jeremy L Evans

Jeremy L. Evans, PLS 5282

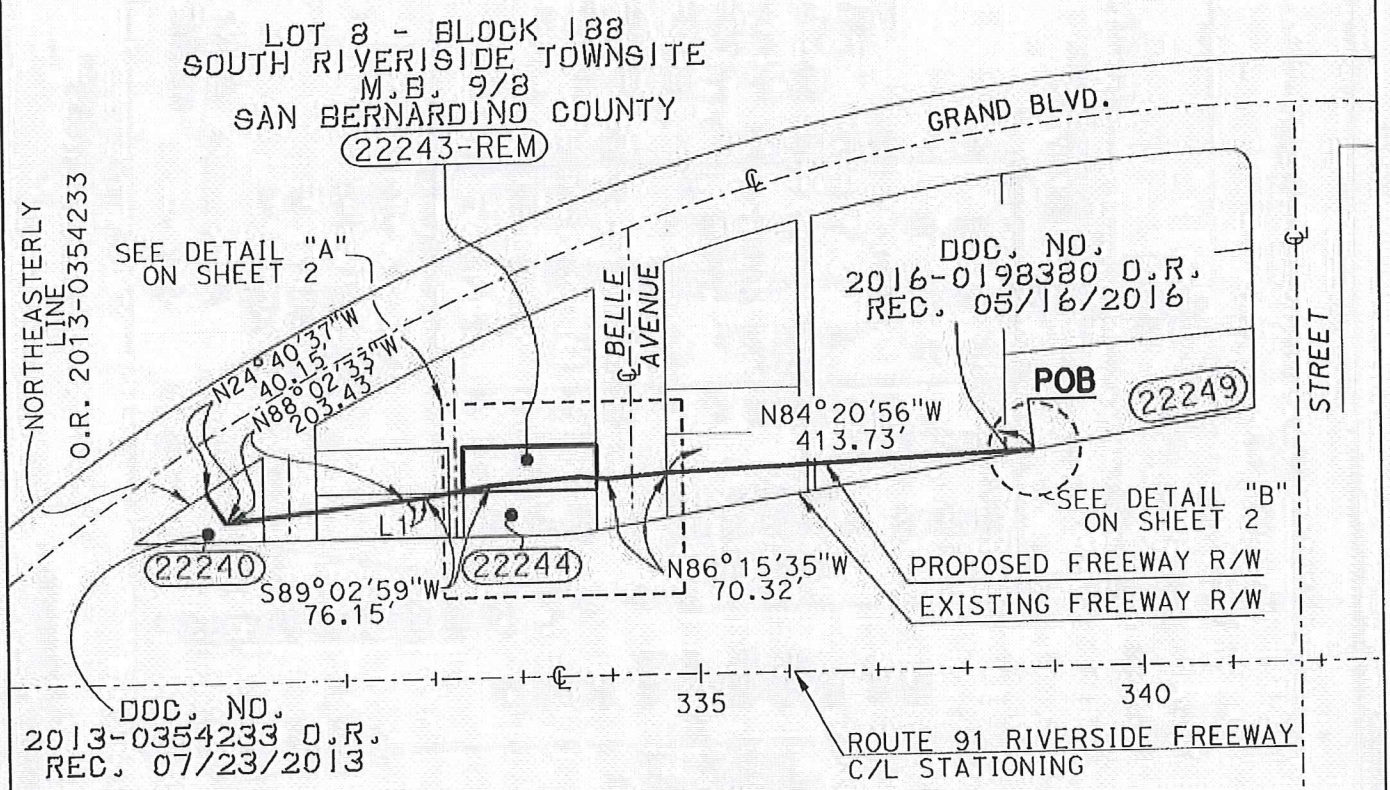
4.19.2018

Date

PROFESSIONAL LAND SURVEYOR
JEREMY L. EVANS
No. 5282
STATE OF CALIFORNIA

EXHIBIT B2

PARCEL#	TITLE	AREA
22243-REM	REMNANT	6,032 SQ.FT.



LINE TABLE		
	BEARING	DISTANCE
L1	N87°52'40"W	21.60'

LEGEND

(R)	Indicates Radial Bearing
POB	Point of Beginning
⬭	Parcel Number

NOTES

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances.

22243-REM

REMNANT

INDEX MAP

FEET 0 100 200 300 400

PREPARED BY:
PSOMAS
3 Hutton Centre Drive, Ste. 200
Santa Ana, California 92707
(714)751-7373/(714)545-8883 (Fax)

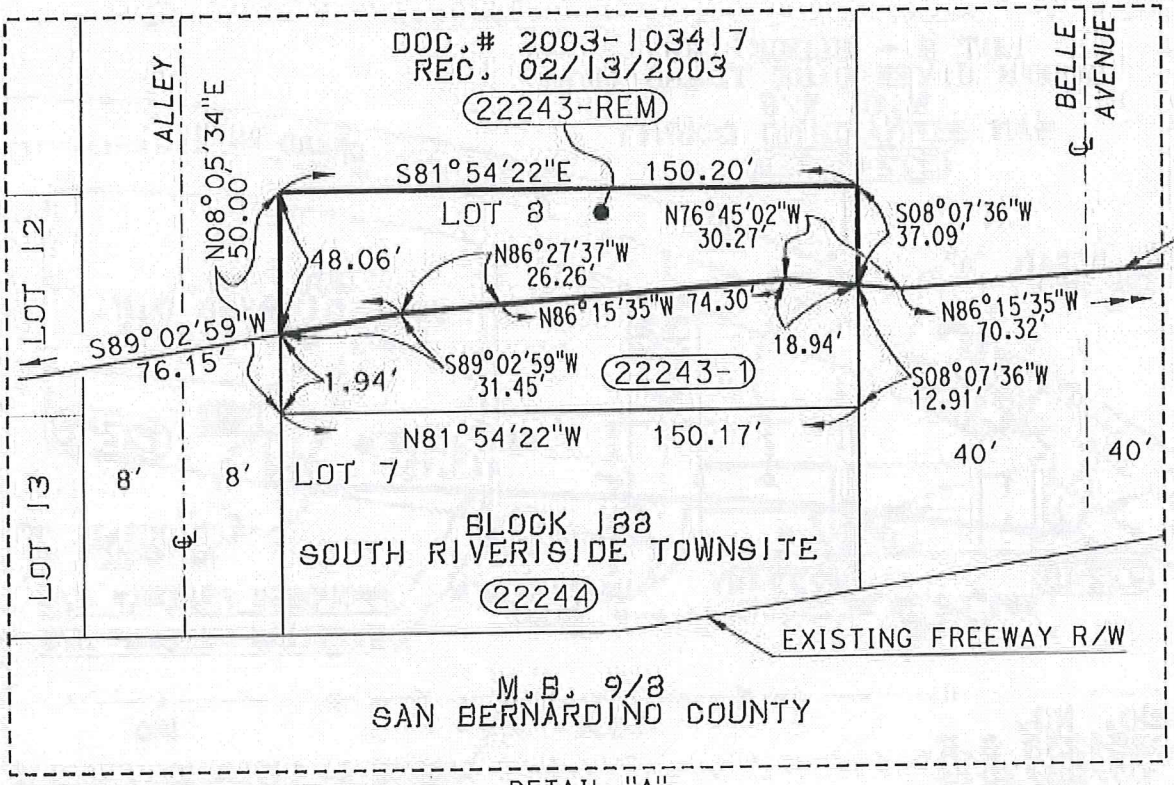
DATE: 04-18-18 REV.: EA: 0F540 FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	RIV	91	6.3	1	2

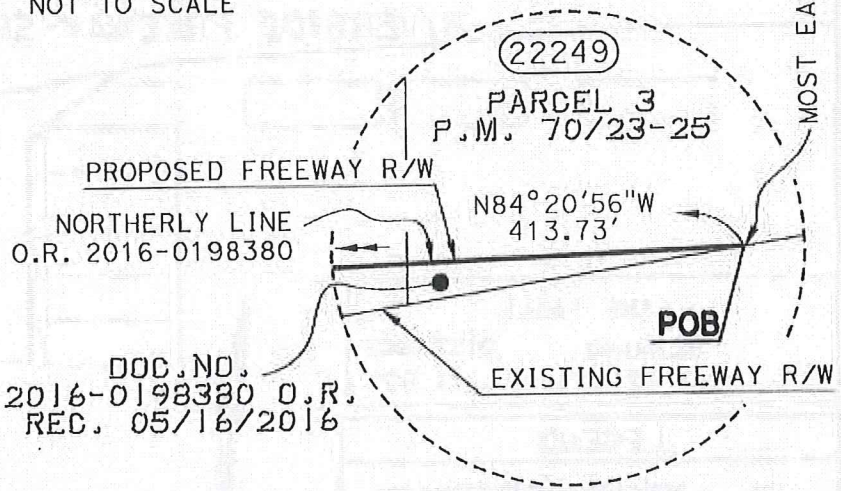
M:\PTC010501\SURVEY\LEGALS-22243_APN_117-070-008\Exhibit

EXHIBIT B2

PARCEL#	TITLE	AREA
22243-REM	REMNANT	6,032 SQ.FT.



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

LEGEND	
(R)	Indicates Radial Bearing
POB	Point of Beginning
( )	Parcel Number

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances.

22243-REM

DETAIL SHEET

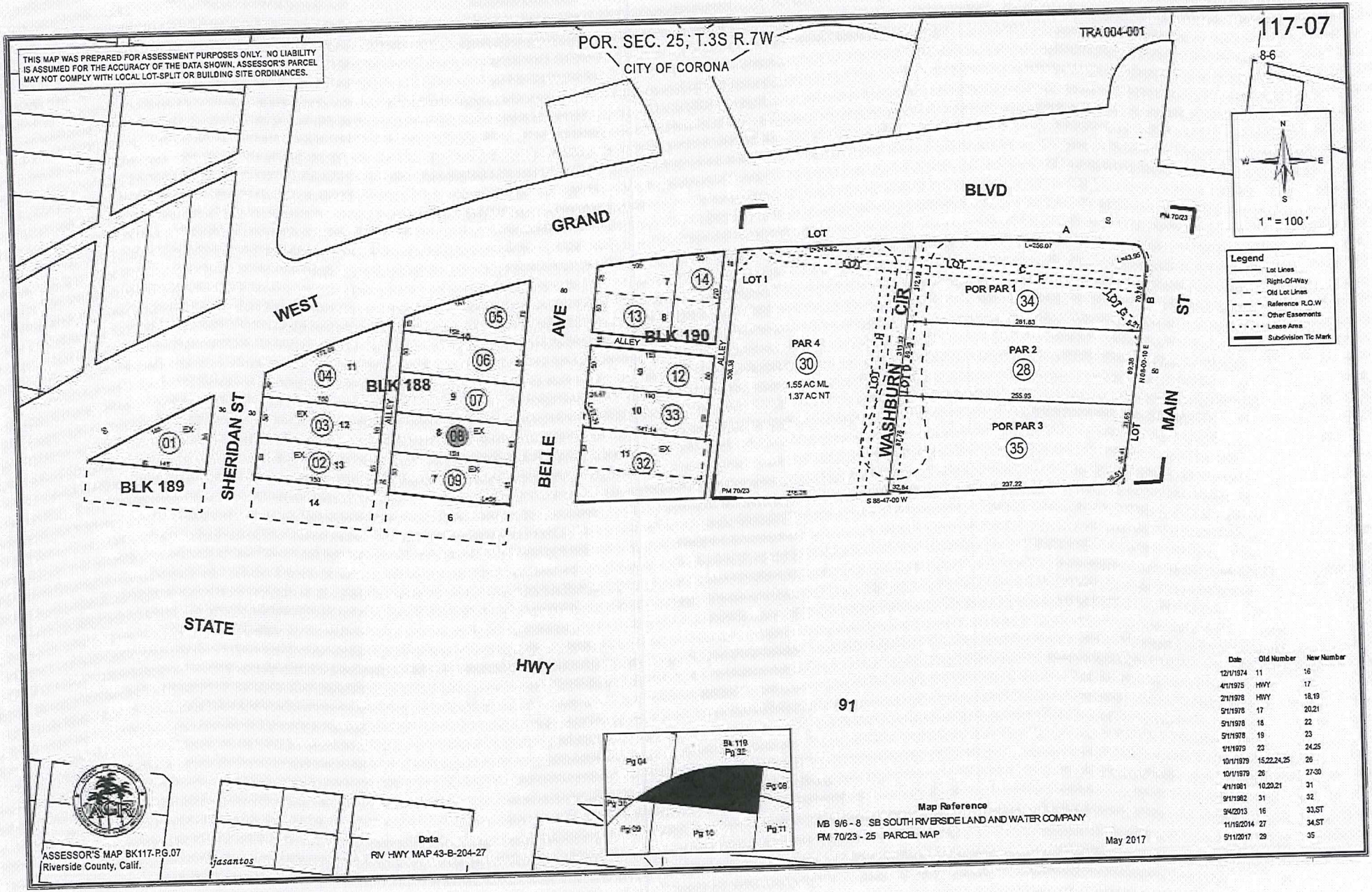
NOT TO SCALE

PREPARED BY:
PSOMAS
3 Hutton Centre Drive, Ste. 200
Santa Ana, California 92707
(714)751-7373/(714)545-8883 (Fax)

DATE: 04-18-18 REV.: EA: 0F540 FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	RIV	91	6.3	2	2

M:\PTG010501\SURVEY\LEGALS-22243_APN_117-070-008\Exhibit



Date	Old Number	New Number
12/1/1974	11	16
4/1/1975	HWY	17
2/1/1978	HWY	18,19
5/1/1978	17	20,21
5/1/1978	18	22
5/1/1978	19	23
1/1/1979	23	24,25
10/1/1979	15,22,24,25	26
10/1/1979	26	27-30
4/1/1981	10,20,21	31
9/1/1982	31	32
9/4/2013	16	33,ST
11/19/2014	27	34,ST
5/11/2017	29	35