

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



ITEM: 3.41
(ID # 21860)

MEETING DATE:
Tuesday, June 27, 2023

FROM : FACILITIES MANAGEMENT AND Department of Public Social Services :

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Adoption of Resolution No. 2023-144 Authorization to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California, Assessor's Parcel Numbers: 428-010-019, 428-010-020, 428-020-002, and 428-020-003 by Grant Deed from CHILDHELP, INC., a California non-profit corporation; District 5. CEQA Exempt per State CEQA Guidelines sections 15301, 15061(b)(3), All Districts. [\$26,800,000 - 100% American Recovery Plan Act (ARPA)] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the project is not subject to the California Environmental Quality Act (CEQA) pursuant to California Welfare and Institutions Code Section 5960.3(b) and, additionally and in the alternative, is exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption; and Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

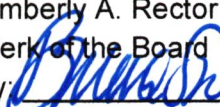
ACTION:Policy, 4/5 Vote Required


Rose Salgado, Director of Facilities Management 6/15/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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 Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: FM-RE, DPSS, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2023-144, Authorization to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California, Assessor's Parcel 428-010-019, 428-010-020, 428-020-002, and 428-020-003, by Grant Deed from CHILDHELP, Inc., a California non-profit corporation;
3. Approve Agreement of Purchase and Sale and Joint Escrow Instructions between CHILDHELP, Inc., a California non-profit corporation and the County of Riverside, and authorize the Chair of the Board of Supervisors (Board) to execute said Agreement;
4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the transaction;
5. Ratify and authorize reimbursement to FM-RE in the amount not-to-exceed \$150,000 for transactional, due diligence, and staff costs; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of the approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 26,800,000	\$ 0	\$ 26,800,000	\$ 0
NET COUNTY COST	\$ 26,800,000	\$ 0	\$ 26,800,000	\$ 0
SOURCE OF FUNDS: ARPA Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 2023/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 23, 2023, the Board of Supervisors approved the adoption of Resolution No. 2023-145, Notice of Intention to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California, Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-020-002, and 428-020-003 (Property).

Pursuant to County of Riverside Ordinance No. 598 and California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.

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

This item seeks the Board's Authorization to Purchase, along with the approval of the attached purchase agreement, in the amount of Twenty-Six Million Six-Hundred Fifty Thousand Dollars (\$26,650,000), of approximately 119.60 acres of land, facility improvements, and personal property (listed as Exhibit C in the Agreement) which includes a recently installed multi-camera security system in the residential cottage area valued at \$150,000.

The property, which will be referred to as Harmony Haven Children & Youth Center - Riverside County, will be used to fulfill programmatic needs and uses by the Department of Public Social Services Children Services Division and along with other potential and complimentary County program uses.

Resolution No. 2023-144 and the Agreement of Purchase and Sale and Joint Escrow Instructions have been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The acquisition of the Property in this unincorporated area of the County will benefit residents, families, and businesses by providing services and jobs in this growing region of the County. The re-use of existing facilities will also bring long-term value to the County.

SUPPLEMENTAL:

Additional Fiscal Information

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

Acquisition:	\$ 26,650,000
Estimated Title and Escrow Charges:	\$ 40,000
Preliminary Title Reports	\$ 5,000
County Appraisal	\$ 25,000
Environmental Studies	\$ 10,000
County Staff Time includes FM-RE, and FM Environmental and County Counsel	\$ 25,000
Building Assessment Survey	\$ 45,000
Total Estimated Acquisition Costs (Not to Exceed)	\$ 26,800,000

All costs associated with the acquisition of this Property by Facilities Management Real Estate Division will be fully reimbursed by American Rescue Plan Act (ARPA) funds in FY 2023/24. A separate Form 11 will be forthcoming to the Board on July 11, 2023 to include a budget adjustment.

ATTACHMENTS

- Aerial Image

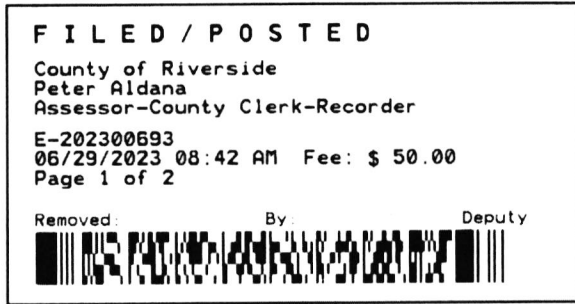
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

- Resolution No. 2023-144
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Notice of Exemption

DC:kt/05242023/016DP/30.941



Aaron Gettis, Deputy County Counsel 6/19/2023



NOTICE OF EXEMPTION

May 25, 2023

Project Name: Authorization to Purchase Real Property by Grant Deed from CHILDHHELP, INC., Assessor's Parcel Numbers (APN) 428-010-019, 428-010-020, 428-020-002, and 428-020-003, Beaumont

Project Number: FM0415100016

Project Location: West of Manzanita Road, south of Seneca Springs Parkway., Beaumont, California, APNs 428-010-019, 428-010-020, 428-020-002, and 428-020-003

Description of Project: On May 23, 2023, the Board of Supervisors approved the adoption of Resolution No. 2023-145, Notice of Intention to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California, Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-020-002, and 428-020-003 (Property).

Pursuant to County of Riverside Ordinance No. 598 and California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.

This item seeks Board approval of the attached Purchase Agreement in the amount of Twenty-Six Million Six-Hundred Fifty Thousand Dollars (\$26,650,000) for the purchase of approximately 119.60 acres of Property by the County and for the Department of Public Social Services Welcome Center project. The Property contains approximately ten buildings on a campus like environment that has been used by the property owner, CHILDHHELP, INC. The Department of Public Social Services Child Services Division (DPSS) has been leasing space on the campus to provide public services and now has the opportunity to enhance services by purchasing the property and using the entire facility.

The acquisition of the Property in Beaumont will benefit all Riverside County by providing DPSS a property to care for at-risk and abused children effectively and safely. The re-use and re-purposing of the existing facility will save the County from having to construct a new facility. The purchase of the Property is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

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

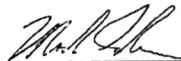
Exempt Status: State CEQA Guidelines Section 15301 Class 1 Existing Facilities Exemption and 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5 and 19 Sections 15061 and 15301.

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Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with purchase of the Property and continued use of the existing facilities by DPSS.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to purchase of property. The property currently developed with existing facilities that were formerly used by the seller. Upon the completion of purchase, DPSS would incorporate some minor interior improvements to repurpose the facilities for the provision of at risk and abused children. The purchase of the Property will not require physical modifications to the existing building footprints which would increase or expand the use of the site, and is limited to the continued use of the facility in a similar capacity under a different owner; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The purchase of Property is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the DPSS ownership of the property, who would complete some minor interior improvements to make the Property functional County use. The purchase of the Property would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:  _____ Date: 5-25-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside

1 Board of Supervisors

County of Riverside

2 Resolution No. 2023-144

3 Authorization to Purchase Real Property

4 in the Unincorporated Area of Beaumont, County of Riverside,
5 State of California, Assessor's Parcel Numbers 428-010-019,
6 428-010-020, 428-020-002, and 428-020-003

7
8 WHEREAS, CHILDHHELP, INC., a California non-profit corporation, ("Seller"), is
9 the owner of certain real property located in the Unincorporated Area of Beaumont,
10 County of Riverside, State of California, containing approximately 119.60 acres of land
11 and improvements, located at 14700 Manzanita Park Road, Beaumont, California,
12 92223, identified within Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-
13 020-002, and 428-020-003 ("Property");

14 WHEREAS, the County of Riverside ("County"), on behalf of the Riverside
15 County Department of Public Social Services ("DPSS"), entered into a lease with the
16 Seller dated August 12, 2022, ("Lease"), to lease a portion of the Property for their
17 Welcome Center Project (Project);

18 WHEREAS, the Lease was amended on December 16, 2022, and again on
19 February 21, 2023, to extend the term and allow time to negotiate a long-term lease for
20 the Project;

21 WHEREAS, the County desires to purchase the Property from the Seller, and
22 Seller desires to sell the Property to County and move forward with the transaction;

23 WHEREAS, the Property includes land and improvements once used as a
24 residential treatment facility for abused children, with 14 buildings including but not
25 limited to a gymnasium, cafeteria, administration building, chapel, barn and
26 dormitories; and

27 WHEREAS, pursuant to California Government Code Section 25350 and
28 Riverside County Ordinance No. 598, the Board of Supervisors adopted Resolution

FORM APPROVED COUNTY COUNSEL
BY: BRADEN J. HOLLY DATE 6/19/23

1 No. 2023-145, Notice of Intention to Purchase Real Property in the City of Beaumont,
2 County of Riverside, State of California Assessor's Parcel Numbers 428-010-019,
3 428-010-020, 428-020-002, and 428-020-003 on May 23, 2023 and published its
4 Notice of Intention pursuant to California Government Code Section 6063.

5 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by
6 the Board of Supervisors of the County of Riverside ("Board"), in regular session
7 assembled on or after June 27, 2023, at 9:30 a.m. or soon thereafter, in the meeting
8 room of the Board of Supervisors located on the 1st floor of the County Administrative
9 Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence
10 and information presented on the matter, as it relates to this acquisition, this Board has
11 determined that the California Environmental Quality Act ("CEQA") is not applicable to
12 the proposed acquisition project pursuant to California Welfare and Institutions Code
13 Section 5960.3(b). Additionally and in the alternative, the proposed acquisition project
14 is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301,
15 Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or
16 "Common Sense" Exemption because the County is merely purchasing the fee interest
17 in the Property to continue the use of the Property, and it can be seen with certainty
18 that there is no possibility that the activity in question will have a significant effect on
19 the environment.

20 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the
21 Board authorizes the purchase of the Property located in the Unincorporated Area of
22 Beaumont, County of Riverside, State of California, consisting of approximately 119.60
23 acres of land identified with Assessor's Parcel Numbers 428-010-019, 428-010-020,
24 428-020-002, and 428-020-003, more particularly described in Exhibit "A" Legal
25 Description, attached hereto, in the amount not to exceed Twenty-Six Million Six-
26 Hundred Fifty-Thousand Dollars (\$26,650,000), pursuant to terms and conditions in the
27 Agreement of Purchase and Sale and Joint Escrow Instructions.

28

1 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the
2 Board hereby approves the Agreement of Purchase and Sale and Joint Escrow
3 Instructions between the County of Riverside and CHILDHELP, INC., a California non-
4 profit corporation ("Agreement") and authorizes the Chair of the Board of Supervisors
5 of the County of Riverside to execute the Agreement on behalf of the County.

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

10 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Facilities
11 Management – Real Estate Division be reimbursed for all costs incurred relating to the
12 acquisition in an amount not-to-exceed \$105,000 in due diligence expenses and
13 staff time.

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

17 ROLL CALL:

18
19 Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez
20 Nays: None
21 Absent: None

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

24 KIMBERLY A. RECTOR, Clerk of said Board

25 By:  _____
26 Deputy

27
28 06.27.2023 3.41

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:
Book 105242023/016DP/30.941

PARCEL A: (APN 428-010-019; 428-020-002)

PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-946387 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-0560092 OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND AS SHOWN ON RECORDS OF SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE CENTER QUARTER CORNER OF SAID SECTION 15;

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, NORTH 00°01'58" EAST, A DISTANCE OF 661.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID WEST LINE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 89°20'00" EAST, A DISTANCE OF 1252.76 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, DEPARTING SAID NORTH ALONG SAID PARALLEL LINE, SOUTH 00°04'19" WEST, A DISTANCE OF 381.72 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 03°25'05" WEST, A DISTANCE OF 279.60 FEET

TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 01°56'41" EAST, A DISTANCE OF 781.10 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 83°52'12" WEST, A DISTANCE OF 276.64 FEET;

THENCE NORTH 66°13'15" WEST, A DISTANCE OF 325.76 FEET;

THENCE NORTH 82°57'26" WEST, A DISTANCE OF 153.91 FEET;

THENCE SOUTH 80°19'04" WEST, A DISTANCE OF 102.19 FEET;

THENCE SOUTH 75°47'51" WEST, A DISTANCE OF 111.59 FEET;

THENCE SOUTH 46°08'05" WEST, A DISTANCE OF 72.01 FEET;

THENCE SOUTH 00°03'18" EAST, A DISTANCE OF 128.87 FEET;

THENCE SOUTH 28°15'58" EAST, A DISTANCE OF 142.31 FEET;

THENCE SOUTH 11°59'09" EAST, A DISTANCE OF 138.21 FEET;

THENCE SOUTH 13°14'59" WEST, A DISTANCE OF 256.40 FEET;

1 THENCE, SOUTH 07°33'52" WEST, A DISTANCE OF 118.83 FEET;
2 THENCE SOUTH 11°04'43" WEST, A DISTANCE OF 158.94 FEET;
3 THENCE SOUTH 06°13'09" WEST, A DISTANCE OF 203.59 FEET;
4 THENCE SOUTH 62°39'55" WEST, A DISTANCE OF 120.77 FEET;
5 THENCE SOUTH 69°20'12" WEST, A DISTANCE OF 104.83 FEET;

6 THENCE SOUTH 73°49'47" WEST, A DISTANCE OF 113.53 FEET TO THE WEST LINE OF SAID
7 PARCEL 2 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AS SHOWN
8 ON SAID RECORDS OF SURVEYS, SAID POINT ALSO BEING DISTANT AND NORTHERLY AS
9 MEASURED ALONG SAID WEST LINE 1101.87 FEET FROM THE SOUTHWEST CORNER OF SAID
10 PARCEL 2 AND SAID RECORDS OF SURVEYS;

11 THENCE ALONG SAID WEST LINE NORTH 01°59'00" EAST, A DISTANCE OF 2009.24 FEET TO THE
12 POINT OF BEGINNING. EXCEPT ONE-HALF OF ALL OIL AND MINERAL RIGHTS AS RESERVED IN
13 DEED FROM FRANK HOMOLKA, JR., A MARRIED MAN, RECORDED AUGUST 5, 1952 AS
14 INSTRUMENT NO. 33280 OFFICIAL RECORDS.

15 **PARCEL A1:**

16 ACCESS RIGHTS FOR THE BENEFIT OF SAID PARCEL A, TO EXISTING MANZANITA ROAD, OVER
17 THAT PORTION OF DESCRIBED PARCEL B, LYING WITHIN RECORDS OF SURVEYS, BOOK 29,
18 PAGE 24 AND BOOK 21, PAGE 45 OF OFFICIAL MAPS OF RIVERSIDE COUNTY, AS RESERVED IN
19 NOTICE OF LOT LINE ADJUSTMENT NO. 5038 RECORDED DECEMBER 27, 2006 AS INSTRUMENT
20 NO. 2006-0946387 OFFICIAL RECORDS, AND GRANT DEED RECORDED DECEMBER 27, 2006 AS
21 INSTRUMENT NO. 2006-0946388 OFFICIAL RECORDS.

22 **PARCEL B:** (APN 428-010-020; 428-020-003)

23 PARCEL "B" OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006, AS
24 INSTRUMENT NO. 2006-0946387, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

25 BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS
26 INSTRUMENT NO. 2005-0560092, OFFICIAL RECORDS, AND AS SHOWN ON RECORDS OF
27 SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY, LOCATED IN
28 SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 NORTH
01°59,00" EAST, A DISTANCE OF 1101.87 FEET;

THENCE, DEPARTING SAID WEST LINE NORTH 73°49'47" EAST, A DISTANCE OF 113.53 FEET;
THENCE, NORTH 69°20'12" EAST, A DISTANCE OF 104.83 FEET;
THENCE, NORTH 62°39'55" EAST, A DISTANCE OF 120.77 FEET;
THENCE, NORTH 06°13'09" EAST, A DISTANCE OF 203.59 FEET;
THENCE, NORTH 11°04'43" EAST, A DISTANCE OF 158.94 FEET;
THENCE, NORTH 07°33'52" EAST, A DISTANCE OF 118.83 FEET;
THENCE, NORTH 13°14'59" EAST, A DISTANCE OF 256.40 FEET;
THENCE, NORTH 11°59'09" WEST, A DISTANCE OF 138.21 FEET;
THENCE, NORTH 28°15'58" WEST, A DISTANCE OF 142.31 FEET;
THENCE, NORTH 00°03'18" WEST, A DISTANCE OF 128.87 FEET;
THENCE, NORTH 46°08'05" EAST, A DISTANCE OF 72.01 FEET;
THENCE, NORTH 75°47'51" EAST, A DISTANCE OF 111.59 FEET;
THENCE, NORTH 80°19'04" EAST, A DISTANCE OF 102.19 FEET;
THENCE, SOUTH 82°57'26" EAST, A DISTANCE OF 153.91 FEET;

1 THENCE, SOUTH 66°13'15" EAST, A DISTANCE OF 325.76 FEET;

2 THENCE, NORTH 83°52'12" EAST, A DISTANCE OF 276.64 FEET TO A LINE PARALLEL WITH AND
3 DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED
4 ATRIGHT ANGLES;

5 THENCE, ALONG SAID PARALLEL LINE NORTH 01°56'41" WEST, A DISTANCE OF 781.10 FEET TO
6 A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

7 THENCE, DEPARTING SAID PARALLEL LINE AND SAID COMMON LINE NORTH 03°25'05" EAST, A
8 DISTANCE OF 279.60 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY
9 FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

10 THENCE, ALONG SAID PARALLEL LIE NORTH 00°04'19" EAST A DISTANCE OF 381.72 FEET TO
11 THE NORTH LINE OF SAID PARCEL 1;

12 THENCE, ALONG SAID NORTH LINE SOUTH 89°20'00" EAST, A DISTANCE OF 36.00 FEET TO THE
13 NORTHEAST CORNER OF SAID PARCEL 1;

14 THENCE, DEPARTING SAID NORTH LINE ALONG THE EAST LINE OF SAID PARCEL 1 SOUTH
15 00°04'19" EAST, A DISTANCE OF 661.02 FEET TO A POINT ON THE COMMON LINE OF SAID
16 PARCELS 1 AND 2;

17 THENCE, ALONG SAID COMMON LINE SOUTH 89°20'00" EAST, A DISTANCE OF 33.76 FEET TO
18 THE NORTHEAST CORNER OF SAID PARCEL 2;

19 THENCE, DEPARTING SAID COMMON LINE ALONG THE EAST LINE OF SAID PARCEL 2 SOUTH
20 01°56'41" EAST, A DISTANCE OF 3004.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

21 THENCE, DEPARTING SAID EAST LINE ALONG THE SOUTH LINE OF SAID PARCEL 2 SOUTH
22 86°34'45" WEST, A DISTANCE OF 1534.33 FEET TO THE POINT OF BEGINNING. EXCEPT
23 THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING
24 BELOW THE SURFACE OF SAID LAND.

25 Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-020-002, and 428-020-003
26
27
28

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

BY AND BETWEEN

**CHILDHELP, INC.,
a California non-profit corporation**

AS SELLER

AND

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

AS BUYER

RELATING TO

14700 Manzanita Park Road, Beaumont

**Assessor's Parcel Numbers 428-010-019,
428-010-020, 428-020-002 & 428-020-003**

JUN 27 2023 3.41

**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 27th day of June, 2023 (the Effective Date), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") and the CHILDHELP, INC., a California non-profit corporation ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

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

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

(b) **Real Property:** Seller is the owner of certain real property located in the Unincorporated Area of Beaumont, County of Riverside, State of California, consisting of approximately 119.60 acres of land, containing approximately fourteen (14) buildings including but not limited to a gymnasium, cafeteria, administration building, chapel, barn and dormitories, commonly known as 14700 Manzanita Park Road, Beaumont, California, identified by Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-020-002, and 428-020-003, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property");

(c) **Improvements:** All buildings, improvements, and fixtures now affixed and located on the Real Property, which includes a security system shall remain and be considered as part of the Real Property, collectively referred to as the "Improvements".

(d) **Transferred Personal Property:** The personal property located on the Real Property to be transferred by the Seller and to the Buyer is attached hereto as Exhibit "C" "Transferred Personal Property" by this reference incorporated herein which was used in connection with the ownership, operation or occupancy of the Real Property and the Improvements. Transferred Personal Property shall remain with the Real Property and be considered part of the Purchase Price and shall include all kitchen equipment and laundry equipment as well as all items listed in Exhibit "C".

(e) **Property:** The Property is the Real Property including water and mineral rights, Improvements and Transferred Personal Property.

(f) **Purchase Price:** The Purchase Price for the Property is Twenty-Six Million Six-Hundred Fifty Thousand Dollars (\$26,650,000.00)

(g) **Escrow Holder:** Lawyers Title at the address set forth in subparagraph (k) below. The escrow has been assigned to Debbie Strickland as the Escrow Officer;

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

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

(j) **Closing Date:** The Closing Date shall be no later than sixty (60) calendar days after the date of approval of this Agreement by the Board of Supervisors for the County of Riverside, and Seller shall grant Buyer one (1) thirty (30) day extension to close Escrow, if requested by Buyer, and Buyer shall grant Seller one (1) thirty (30) day extension to close Escrow, if requested by Seller, or as otherwise agreed to by both parties;

(k) **Notices:** Will be sent as follows to:

Seller: CHILDHHELP, Inc.
Attn: Michael Medoro
6730 North Scottsdale Road
Scottsdale, AZ. 85253
Telephone: (480) 262-7328
Email: MMedoro@Childhelp.org

Buyer: County of Riverside
Attn: Vincent Yzaguirre
3450 Fourteenth Street, Suite 200
Riverside, California 92501
Telephone: (951) 955-9011
Email: vyzaguirre@rivco.org

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

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

(l) **Exhibits:**
Exhibit "A" - Legal Description of Property
Exhibit "B" - Grant Deed
Exhibit "C" - Transferred Personal Property

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

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

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

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and the approval of the 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 the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

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

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

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

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

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

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

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

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

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

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

7. Conditions to the Close of Escrow.

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

(a) Title. Buyer has obtained Preliminary Report #623650237 dated May 17, 2023, for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report.

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

(c) Delivery of Information. Seller will provide 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 facility 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 has in its possession relating to the Property as set forth on Exhibit "C", and Buyer acknowledges receipt of the same. 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) 14.6 Seller warrants that they will complete the on-going 12kv (12,000 volt) Electrical Switchgear Project that is vital to the electrical main supply. The Switchgear equipment is currently on the Property and pending installation, which will be completed by Seller prior to the close of escrow.

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

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

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

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

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

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

7.3 Termination of Agreement. Buyer will have until 5:00 p.m. on the sixtieth (60th) calendar day from the commencement of Escrow to approve or disprove of the condition of the Property ("Due Diligence Period"). During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

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

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

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

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

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

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

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

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

- (i) Would appear as an exception to the Title Policy; or
- (ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 16.2 below; and
- (iii) is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

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

8.3 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 ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE. 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, 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; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE 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, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE 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; (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 BUYER IS PURCHASING THE PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

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

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

11. **Costs and Expenses.**

11.1 Seller will pay:

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

11.2 Buyer will pay:

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

12. **Prorations.**

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

12.2 Utility Deposits. 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 Paragraph 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

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

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

13.2 Recording. Cause the Grant Deed to be recorded 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 FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

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

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

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

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

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

14.5 At Closing, Seller shall convey the Property in "as-is" physical condition to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Paragraph 7 above.

14.6 Seller warrants that it will maintain the Property up to and until 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. Seller shall also indemnify Buyer from any claims, actions, costs, or expenses arising from any hazardous substances discovered at the Property, whether or not previously disclosed by Seller that was caused by or permitted by the Seller's acts or omissions.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes 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 herein, 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.

Except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement:

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

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

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

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

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

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may

quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

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

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; 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. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either FedEx or United Parcel Service to be delivered by overnight delivery. All notices sent by mail will be deemed received three (3) days after the date of mailing; and all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending party receives a confirmation of actual delivery from the courier).

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

18.10 Brokers. Seller represents and warrants that, Seller has engaged no broker with respect to this transaction. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by a Seller's Broker. Buyer represents and warrants that Buyer has not engaged the services of a broker, representative or other advisor or other person to whom a commission or other compensation will be due with respect to this transaction. Buyer shall defend, indemnify and hold harmless Seller from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any Broker Claims by any person or entity other than a Seller's Broker. The provisions of this Section 18.10 shall survive Closing or earlier termination of this Agreement until the limitations period has run for such claims.

18.11 Monuments. The Parties to this agreement will work together to approve monuments/tributes that will be left in place to honor the contributions of Merv Griffen and the founders of Childhelp, Sara Omeara and Yvonne Fedderson.

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

18.13 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

[Signatures Provisions on the Following Page]


THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

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

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

By: 
Kevin Jeffries, Chair
Board of Supervisors

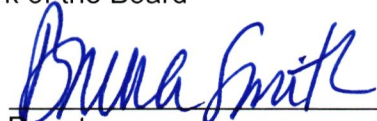
SELLER:
CHILDHELP, INC.,
a California non-profit corporation

By: 
Michael Medoro
Chief of Staff

Date: 6/27/23

Date: 6/13/23

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

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

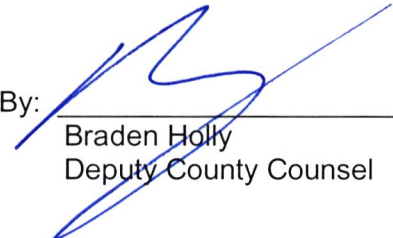
By: 
Braden Holly
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL A: (APN 428-010-019; 428-020-002)

PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-946387 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-0560092 OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND AS SHOWN ON RECORDS OF SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE CENTER QUARTER CORNER OF SAID SECTION 15;

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, NORTH 00°01'58" EAST, A DISTANCE OF 661.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID WEST LINE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 89°20'00" EAST, A DISTANCE OF 1252.76 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, DEPARTING SAID NORTH ALONG SAID PARALLEL LINE, SOUTH 00°04'19" WEST, A DISTANCE OF 381.72 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 03°25'05" WEST, A DISTANCE OF 279.60 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 01°56'41" EAST, A DISTANCE OF 781.10 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 83°52'12" WEST, A DISTANCE OF 276.64 FEET;

THENCE NORTH 66°13'15" WEST, A DISTANCE OF 325.76 FEET;
THENCE NORTH 82°57'26" WEST, A DISTANCE OF 153.91 FEET;
THENCE SOUTH 80°19'04" WEST, A DISTANCE OF 102.19 FEET;
THENCE SOUTH 75°47'51" WEST, A DISTANCE OF 111.59 FEET;
THENCE SOUTH 46°08'05" WEST, A DISTANCE OF 72.01 FEET;
THENCE SOUTH 00°03'18" EAST, A DISTANCE OF 128.87 FEET;
THENCE SOUTH 28°15'58" EAST, A DISTANCE OF 142.31 FEET;
THENCE SOUTH 11°59'09" EAST, A DISTANCE OF 138.21 FEET;
THENCE SOUTH 13°14'59" WEST, A DISTANCE OF 256.40 FEET;
THENCE, SOUTH 07°33'52" WEST, A DISTANCE OF 118.83 FEET;
THENCE SOUTH 11°04'43" WEST, A DISTANCE OF 158.94 FEET;
THENCE SOUTH 06°13'09" WEST, A DISTANCE OF 203.59 FEET;
THENCE SOUTH 62°39'55" WEST, A DISTANCE OF 120.77 FEET;
THENCE SOUTH 69°20'12" WEST, A DISTANCE OF 104.83 FEET;

THENCE SOUTH 73°49'47" WEST, A DISTANCE OF 113.53 FEET TO THE WEST LINE OF SAID PARCEL 2 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AS SHOWN ON SAID RECORDS OF SURVEYS, SAID POINT ALSO BEING DISTANT AND NORTHERLY AS MEASURED ALONG SAID WEST LINE 1101.87 FEET FROM THE SOUTHWEST CORNER OF SAID

PARCEL 2 AND SAID RECORDS OF SURVEYS;

THENCE ALONG SAID WEST LINE NORTH 01°59'00" EAST, A DISTANCE OF 2009.24 FEET TO THE POINT OF BEGINNING.

EXCEPT ONE-HALF OF ALL OIL AND MINERAL RIGHTS AS RESERVED IN DEED FROM FRANK HOMOLKA, JR., A MARRIED MAN, RECORDED AUGUST 5, 1952 AS INSTRUMENT NO. 33280 OFFICIAL RECORDS.

PARCEL A1:

ACCESS RIGHTS FOR THE BENEFIT OF SAID PARCEL A, TO EXISTING MANZANITA ROAD, OVER THAT PORTION OF DESCRIBED PARCEL B, LYING WITHIN RECORDS OF SURVEYS, BOOK 29, PAGE 24 AND BOOK 21, PAGE 45 OF OFFICIAL MAPS OF RIVERSIDE COUNTY, AS RESERVED IN NOTICE OF LOT LINE ADJUSTMENT NO. 5038 RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0946387 OFFICIAL RECORDS, AND GRANT DEED RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0946388 OFFICIAL RECORDS.

PARCEL B: (APN 428-010-020; 428-020-003)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006, AS INSTRUMENT NO. 2006-0946387, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-0560092, OFFICIAL RECORDS, AND AS SHOWN ON RECORDS OF SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 NORTH 01°59,00" EAST, A DISTANCE OF 1101.87 FEET;

THENCE, DEPARTING SAID WEST LINE NORTH 73°49'47" EAST, A DISTANCE OF 113.53 FEET;
THENCE, NORTH 69°20'12" EAST, A DISTANCE OF 104.83 FEET;
THENCE, NORTH 62°39'55" EAST, A DISTANCE OF 120.77 FEET;
THENCE, NORTH 06°13'09" EAST, A DISTANCE OF 203.59 FEET;
THENCE, NORTH 11°04'43" EAST, A DISTANCE OF 158.94 FEET;
THENCE, NORTH 07°33'52" EAST, A DISTANCE OF 118.83 FEET;
THENCE, NORTH 13°14'59" EAST, A DISTANCE OF 256.40 FEET;
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THENCE, NORTH 28°15'58" WEST, A DISTANCE OF 142.31 FEET;
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THENCE, NORTH 46°08'05" EAST, A DISTANCE OF 72.01 FEET;
THENCE, NORTH 75°47'51" EAST, A DISTANCE OF 111.59 FEET;
THENCE, NORTH 80°19'04" EAST, A DISTANCE OF 102.19 FEET;
THENCE, SOUTH 82°57'26" EAST, A DISTANCE OF 153.91 FEET;
THENCE, SOUTH 66°13'15" EAST, A DISTANCE OF 325.76 FEET;

THENCE, NORTH 83°52'12" EAST, A DISTANCE OF 276.64 FEET TO A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE NORTH 01°56'41" WEST, A DISTANCE OF 781.10 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

THENCE, DEPARTING SAID PARALLEL LINE AND SAID COMMON LINE NORTH 03°25'05" EAST, A DISTANCE OF 279.60 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM

THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE NORTH 00°04'19" EAST A DISTANCE OF 381.72 FEET TO THE NORTH LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTH LINE SOUTH 89°20'00" EAST, A DISTANCE OF 36.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID NORTH LINE ALONG THE EAST LINE OF SAID PARCEL 1 SOUTH 00°04'19" EAST, A DISTANCE OF 661.02 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

THENCE, ALONG SAID COMMON LINE SOUTH 89°20'00" EAST, A DISTANCE OF 33.76 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE, DEPARTING SAID COMMON LINE ALONG THE EAST LINE OF SAID PARCEL 2 SOUTH 01°56'41" EAST, A DISTANCE OF 3004.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE, DEPARTING SAID EAST LINE ALONG THE SOUTH LINE OF SAID PARCEL 2 SOUTH 86°34'45" WEST, A DISTANCE OF 1534.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

EXHIBIT B

Recorded at request of and return to:
County of Riverside
Facilities Management
Real Property Division
3450 Fourteenth Street, Suite 200
Riverside, CA 92501

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

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

PROJECT: ChildHelp
APN: 428-010-019, 428-010-020,
428-020-002, & 428-020-003

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CHILDHELP, INC., a California non-profit corporation

GRANTS to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

Dated: _____

GRANTOR:

CHILDHELP, INC.,
a California non-profit corporation

By: _____

Name: _____

Its: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL A: (APN 428-010-019; 428-020-002)

PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-946387 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE CENTER QUARTER CORNER OF SAID SECTION 15;

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, NORTH 00°01'58" EAST, A DISTANCE OF 661.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID WEST LINE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 89°20'00" EAST, A DISTANCE OF 1252.76 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, DEPARTING SAID NORTH ALONG SAID PARALLEL LINE, SOUTH 00°04'19" WEST, A DISTANCE OF 381.72 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 03°25'05" WEST, A DISTANCE OF 279.60 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

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THENCE, SOUTH 07°33'52" WEST, A DISTANCE OF 118.83 FEET;

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THENCE SOUTH 62°39'55" WEST, A DISTANCE OF 120.77 FEET;

THENCE SOUTH 69°20'12" WEST, A DISTANCE OF 104.83 FEET;

THENCE SOUTH 73°49'47" WEST, A DISTANCE OF 113.53 FEET TO THE WEST LINE OF SAID PARCEL 2 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AS SHOWN ON SAID RECORDS OF SURVEYS, SAID POINT ALSO BEING DISTANT AND NORTHERLY AS

MEASURED ALONG SAID WEST LINE 1101.87 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 2 AND SAID RECORDS OF SURVEYS;

THENCE ALONG SAID WEST LINE NORTH 01°59'00" EAST, A DISTANCE OF 2009.24 FEET TO THE POINT OF BEGINNING.

EXCEPT ONE-HALF OF ALL OIL AND MINERAL RIGHTS AS RESERVED IN DEED FROM FRANK HOMOLKA, JR., A MARRIED MAN, RECORDED AUGUST 5, 1952 AS INSTRUMENT NO. 33280 OFFICIAL RECORDS.

PARCEL A1:

ACCESS RIGHTS FOR THE BENEFIT OF SAID PARCEL A, TO EXISTING MANZANITA ROAD, OVER THAT PORTION OF DESCRIBED PARCEL B, LYING WITHIN RECORDS OF SURVEYS, BOOK 29, PAGE 24 AND BOOK 21, PAGE 45 OF OFFICIAL MAPS OF RIVERSIDE COUNTY, AS RESERVED IN NOTICE OF LOT LINE ADJUSTMENT NO. 5038 RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0946387 OFFICIAL RECORDS, AND GRANT DEED RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0946388 OFFICIAL RECORDS.

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BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 NORTH 01°59,00" EAST, A DISTANCE OF 1101.87 FEET;

THENCE, DEPARTING SAID WEST LINE NORTH 73°49'47" EAST, A DISTANCE OF 113.53 FEET;
THENCE, NORTH 69°20'12" EAST, A DISTANCE OF 104.83 FEET;
THENCE, NORTH 62°39'55" EAST, A DISTANCE OF 120.77 FEET;
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THENCE, SOUTH 66°13'15" EAST, A DISTANCE OF 325.76 FEET;

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THENCE, DEPARTING SAID PARALLEL LINE AND SAID COMMON LINE NORTH 03°25'05" EAST, A DISTANCE OF 279.60 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LIE NORTH 00°04'19" EAST A DISTANCE OF 381.72 FEET TO THE NORTH LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTH LINE SOUTH 89°20'00" EAST, A DISTANCE OF 36.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID NORTH LINE ALONG THE EAST LINE OF SAID PARCEL 1 SOUTH 00°04'19" EAST, A DISTANCE OF 661.02 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

THENCE, ALONG SAID COMMON LINE SOUTH 89°20'00" EAST, A DISTANCE OF 33.76 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE, DEPARTING SAID COMMON LINE ALONG THE EAST LINE OF SAID PARCEL 2 SOUTH 01°56'41" EAST, A DISTANCE OF 3004.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE, DEPARTING SAID EAST LINE ALONG THE SOUTH LINE OF SAID PARCEL 2 SOUTH 86°34'45" WEST, A DISTANCE OF 1534.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of _____, 2023 from the Grantor, CHILDHELP, INC., a California non-profit corporation, granted to the Grantee, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in Riverside County Ordinance No. 598, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2023.

By: _____

EXHIBIT C

TRANSFERED PERSONAL PROPERTY

Pursuant to the Purchase Agreement, Seller has agreed to transfer to Purchaser all of Seller's rights, title and interest in the personal property contained on this inventory list. The items listed on this Inventory shall be included as part of the purchase price of the Property.

ADMINISTRATION BLDG.

Reception Area	3	Couches w/ 15 Pillows	Intake Supply Room	1	Five-Shelf Unit	
	1	Coffee Table		1	Seven-Shelf unit	
	1	Area Rug				
		4	End Tables	Hallway Outside Intake	2	Guest chairs
		2	Book Racks		1	Table
		1	Folding Table			
		2	Large Chairs	Room #12-Dir. Support Serv.	1	Black Desk
		2	Bistro Tables w/ 4 Chairs		1	Desk Chair
		1	Bookshelf w/ Games		1	Small Table
		1	Marble Table with rendition of Village		1	Five-Shelf Unit
		4	Two-Drawer File Cabinets		2	Bankers Boxes
				1	Dry Erase board	
	Admin Staff Kitchen	1	Table w/ 4 Chairs			
1		Coffee Maker	Room #14	1	Couch	
		1		Large Chair		
				2	Desks	
Admin Closet	1	Vacuum Cleaner		8	Shelf Racks	
		Household Cleaning Supplies				
Room #1	1	Piano	Room #15	2	Chairs	
	1	Desk		2	Desks	
	1	Couch				
	1	Chair	Room #17	2	Chairs	
	1	Two-drawer File Cabinet		2	Desks	
Room #2 - Accounting	3	Rising Desks	Room #18	2	Couches	
	3	Office Chairs		4	Large Chairs	
	4	Boxes of Office Supplies		1	Bookshelf	
Room #3 - Acct. Manager			2	Desks		
	1	File Cabinet	4	End Tables		
	1	Office Chair	20	Pillows		

Room #4 – Clinical Director Office	1	Large Desk	Room #19	3	Chairs		
	1	Locking File Cabinet		1	Bookshelf		
	25	Shelves		2	Desks		
	1	Floor Lamp		1	Lamp		
	1	Elephant Table Lamp		1	Box of Office Supplies		
	1	Air Conditioner		Room #20	5	Chairs	
	2	Long White Tables			2	Five-Drawer Metal Bookshelves	
	2	Armchairs			4	Two-Drawer File Cabinet	
	1	Small Table			Room #21	4	Chairs
	1	Trash Can				1	Floor A/C Unit
	1	Heater				1	File Cabinet
	2	TV Remotes		1		Bookshelf	
	4	Boxes (Contents Unknown)		1		Locking Storage Cabinet	
	Room #5 – Conference Room	1		Conference Table	Room #22	2	Couches
14		Conference Chairs	1	Coffee Table			
2		4' x 2' Tables	1	Children's Playset			
1		White Board	1	Refrigerator			
Tea Room (Staff Dining)	5	Tables	Room #23	2	Chairs		
	15	Chairs		1	Storage Cabinet		
	1	Large Lamp Table		1	Chair		
	1	Refrigerator		1	Desk		
	1	Microwave		1	Couch		
	1	Dishwasher		Room #24	1	Desk	
Room #6 – Executive Director	1	Desk	1		Couch		
	2	Chairs	1		Safe		
	4	Conference Chairs	1		Bookshelf		
	1	Conference Table	Room #25		1	Desk	
	1	Plant Stand			1	Bookshelf	
	1	Refrigerator			2	Office Chairs	
	1	White Board			1	Floor A/C Unit	
	2	Outside Patio Chairs	Room #33 - Medical	2	Five-Shelf Storage Units		
Room #7 – Admin Assistant	1	Desk		2	Two-Drawer File Cabinets		
	1	Workspace Table		2	Black Storage Cabinets		
	4	Chairs					
	1	End Table					
	1	Rolling White Board					

	1	Large Bookshelf	4	White Dry Erase Boards
	1	Small Bookshelf	1	Conference Table
	1	Three-Drawer Cabinet	5	Chairs
	2	Metal Bookshelves	1	Barber Chair
Room #8 – HR Director	1	Desk w/ Right Arm Extension	2	Blue Bench Seats
	1	Bookcase	1	Computer Cabinet
	2	Guest Chairs	1	Five-Shelf Bookcase
	1	Wall Table	1	Childs Table
	1	Refrigerator	3	Desks
	1	Trash Can	1	Black Fan
			2	Black Heaters
			15	Boxes of Medical Supplies
Room #9 – HR Assistant	1	Desk w/ Right Arm Extension	5	Blue Children's Chairs
	1	Credenza	1	Large U-Shaped Table
	1	Desk Chair	4	Office Chairs
	1	Guest Chair	1	Three Shelf Sea Horse
	1	Air Conditioner	3	Metal Trash Cans
	1	Trash Can	1	Exam Table
			2	Multi-Drawer Cabinets
Room #10 – Intake Coordinator	1	Small Grey Couch	1	Small Two-Drawer Cabinet
	2	Blue Armchairs	1	Step Stool
	1	Large Desk	1	Refrigerator
	3	Bookshelves	1	Black Exam Chair
	1	Glass Top Table	1	Phlebotomy Chair
	4	Pillows	1	TV
	1	Two-Drawer Table	2	TV remotes
	1	Armchair	2	Wet Floor Signs
	1	Safe	2	Brooms w/ Dust Pans
	1	Air Conditioner	1	Metal Sign
	6	Boxes of Intake Supplies	1	Fish Picture
Room #11 – Intake Assistant	1	Black Desk		
	1	Computer Chair		
	1	Glass Top Table		
	2	Grey Chairs		
	1	Five-Shelf Bookcase		
	6	Booster Seats		
	1	Trash Can		
	1	Box of Intake Supplies		
<u>Chapel</u>	2	Drum Sets		
	1	Casio Keyboard		
	22	Boxes of Miscellaneous Ornaments		

Children's Activity Center (CAC)

Activity Center	6	Tables	Kitchen	3	Microwaves
	610	Folding Chairs		1	Freezer
	1	Pool Table		2	Refrigerators
	6	Metal Bookshelves			
	1	Foosball Table			
	1	Billiard Table			
	20	Containers of Gym Supplies			
	1	Air Hockey table			
	2	Couches			
	1	Canoe			
	1	Keyboard			
	6	Chairs			
	1	Chair			
	1	Nativity Scene			
	1	Popcorn Machine			
	1	Safe			
	1	Desk			
	2	Basketball Arcade Games			
	10	Basket Balls			
	2	Volley Balls			

Cottage #1

Cottage 1A			Cottage 1B		
Bedrooms	8	Beds	Bedrooms	6	Beds
	3	Small Desks w/ Chairs		3	Desks w/ Chairs
				1	Bag of Clothing
Living Room	3	Couches		1	Suitcase
	2	Tables		1	Backpack
	10	Chairs	Living Room	3	Couches
	1	Television		2	Tables
	2	Boxes-Kitchen Items		10	Chairs
	3	Boxes-bedding		1	Display Cabinet
	1	Boxes-Stuffed Animals		15	Boxes-Hygiene & Cleaning
	2	Boxes-Bathroom Supplies			Boxes-Hair Care Items
Kitchen	1	Refrigerator			Books & Games
	1	Microwave			Boxes-Kitchen Items
	1	Stove		1	Bin-Kitchen Items
Office	2	Large Cabinet		1	Bin-Decorations
	2	Small Cabinet		3	Bags of Pillows
	2	Chairs		23	Pictures
Laundry Room	1	Washer	Office	2	Large Cabinets
	1	Dryer		1	Small Refrigerator
	4	Laundry Baskets		1	Chair
			Outside Area	12	Bicycles

Cottage #2

Cottage 2A Bedrooms	6	Beds
	2	Desks
	1	Chair
Living Room	2	Couches
	2	Small Tables
	12	Chairs
	3	Boxes-Blankets
	1	Boxes-Sheets & Pillowcases
	2	Boxes-Pillows
	2	Boxes-Sheets
	1	Boxes-Kitchen Items
	1	Boxes-Decorative Pillows
	2	Bins
	1	Small Microphone
	1	Large Microphone
Kitchen	1	Refrigerator
	1	Microwave
	1	Stove
Office	2	Large Cabinets
Laundry Room	1	Washer
	1	Dryer
	1	Safe (In Closet)

Cottage #3

Cottage 3A Bedrooms	8	Beds
	1	Chest of Drawers
	1	Bed Frame
Living Room	2	Couches
	10	Chairs
	1	Display cabinet
Kitchen	1	Refrigerator
	1	Microwave
	1	Stove
Office	1	Large Cabinet
Laundry Room	1	Washer
	1	Dryer

Cottage 2B Bedrooms	8	Beds
	3	Small Desks
	3	Chairs
	4	Bean Bag Chairs
	2	Area Rugs
Living Room	3	Couches
	1	Table
	13	Chairs
	8	Boxes-Decorative Pillows
	9	Boxes-Blankets & Sheets
	1	Boxes-Movies
Office	1	Cabinet
	1	Chair
Outside Area	1	Large Table
	5	Bicycle

Cottage 3B Bedrooms	6	Beds
	1	Box Spring
	3	Desks
	10	Chairs
Living Room	1	Table
	22	Chairs
Office	2	Large Cabinets
	1	Chair
Outside Area	1	Chair
	9	Bicycles

Founder's Lounge

Front Area	29	Tables	Kitchen	1	Commercial Ice Machine
	47	Chairs		1	Stainless Steel Table/Sink Combination
	8	Dining Table		1	Oven/flattop Griddle
	1	Curio Cabinet		1	Display Food Warmer
	1	Twelve-Drawer Wall cabinet		1	Steam Pot & stove
	2	Baby Grand Pianos		1	Meat Slicer
Rear Area	19	Chairs			
	2	Four-Drawer Cabinets			
	2	Bookshelves			
	1	Podium			
	1	Podium Chair			
	1	Fan			
	1	Desk			
	1	Large Chair			

Laundry Room

2	Microwaves	6	Chairs
130	Backpacks	1	Refrigerator
4	Cabinets w/ Children's Clothes	1	Four-Drawer File Cabinet
2	Commercial Washer	2	Large Chairs
2	Commercial Dryer		

Library

1	Couch	14	Tables
5	Chairs	1	Large Area Rug
5	Three-Shelf Bookcases	247	Boxes-Books

Classrooms

Classroom #1	Empty	Classroom #4	1	Refrigerator	
Classroom #2	1	Office Chair	Classroom #5	6	Office Desks
	1	School Chair		1	Small Side Table
	2	Bean Bag Chairs		5	Small Chairs
	1	Large Trash Can		1	Microwave
	1	8' x 10' Area Rug		4	Area Rugs
	1	Dry Erase Board		2	Dining chairs (Unassembled)
Classroom #3	4	Foldable Tables		1	Folding Table
	33	Children's chairs		2	Small Filing Cabinets
	46	Children's Desks		1	Large Trash Cans
	28	Filing cabinets		1	Sand tray
	2	Large Desks		2	Volley Balls
	8	Semi-Circle Table		1	Telephone
	28	Filing Cabinets		1	White Noise Machine (Clinical)
	11	Office Chairs			Misc. Art Supplies
	18	Regular Chairs	Classroom #6	1	Trash Can
	8	Beanbag Chairs		1	Weighted Yoga Balls
	1	4' Christmas Tree			Misc. Cords
	1	Large Roll of Craft Paper	Classroom #7	40	Boxes-Toys & Clothes
	7	Projector Stands		70	Large Trash Bags-Toys
	1	Confidential Shredding Boxes			

- 1 Projector
- 2 Space Heaters

Ranch

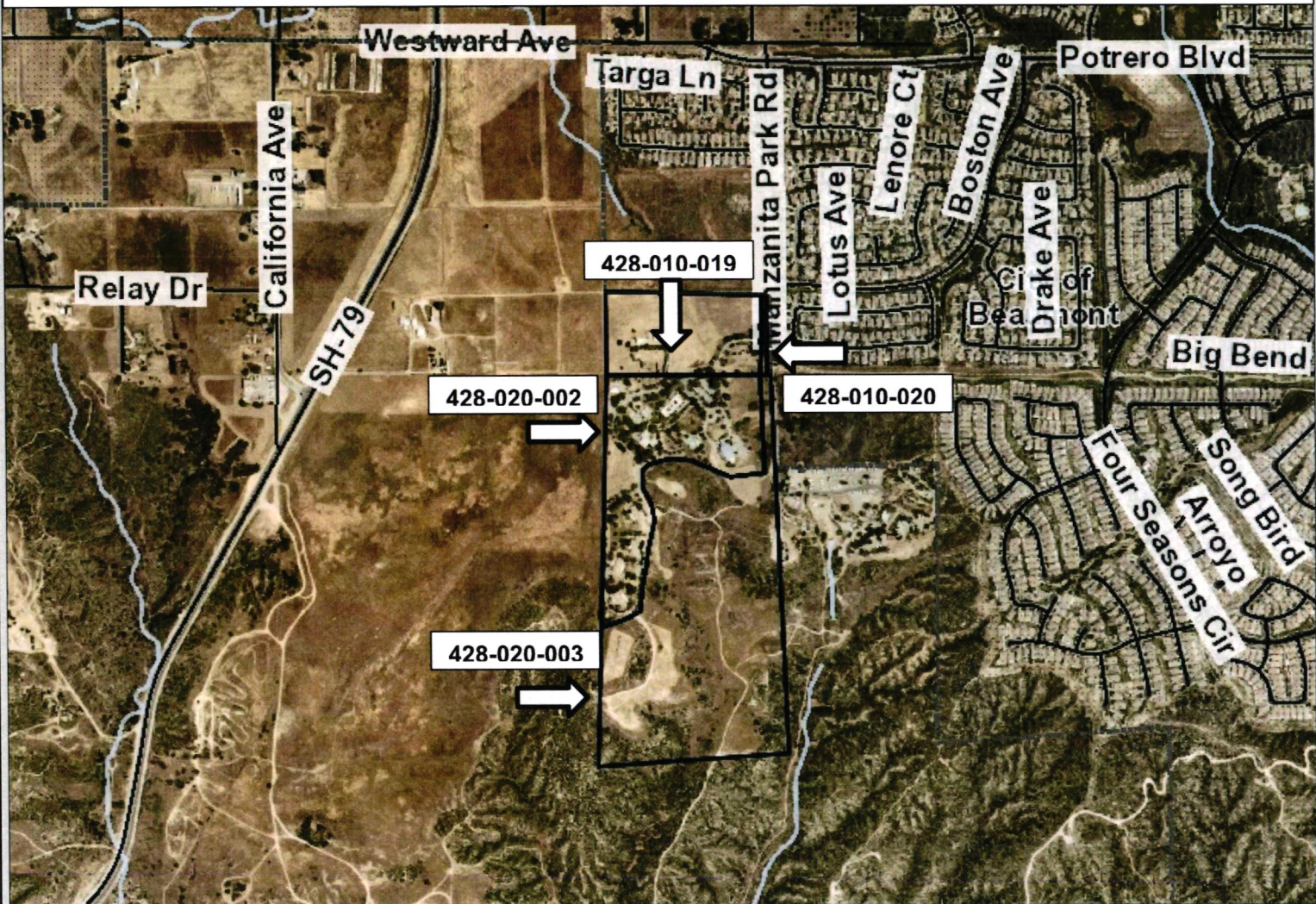
Office

- 2 Couches
- 3 File Cabinets
- 1 Refrigerator

Equipment

- 1 Manhindra Tractor
- 1 Manhindra Mower
- 1 Manhindra Auger
- 1 Arena Vapor Spring Tooth
- 1 Carriage
- 1 Leaf Blower
- 1 Torch Set
- 1 Welder

DEPARTMENT OF SOCIAL SERVICES
14700 MANZANITA PARK ROAD – DISTRICT 5
APN'S 428-010-019, 428-010-020, 428-020-002 & 428-020-003



Legend

- County Centerline Names
- County Centerlines
- ▨ Blueline Streams
- ▭ City Areas



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



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Notes

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Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Jacki McCreary

Address: 17865 Gardner Ln

City: Riverside Zip: 92504

Phone #: 951-237-2077

Date: 6-27-23 Agenda # 3141

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.