

**SALES BROCHURE
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Attachment: Bid Form (SSL350)

1. LOCATION AND GENERAL INFORMATION FOR LAND-1

The State of California is offering for sale four (4) contiguous residential lots located along Stone Mountain Road, west of Reche Vista Drive, immediately north of the City of Moreno Valley, in the County of Riverside.

This hillside, moderate-to-steeply sloping lots are vacant, unimproved, roughly rectangular-to-trapezoidal in shape, and provide a panoramic view of the surrounding valley. Per County Assessors Records the individual lot sizes are:

- **Parcel 1:** 9.66 ± acres (APN: 471-171-024)
- **Parcel 2:** 9.52 ± acres (APN: 471-171-025)
- **Parcel 3:** 9.68 ± acres (APN: 471-171-022)
- **Parcel 4:** 9.22 ± acres (APN: 471-171-023)

The lots are accessed by way of an easement along a private single-lane dirt road, Stone Mountain Road. (Please see access easement Link on Sales Flier) Stone Mountain Road runs along the southern property lines of Parcel's 2 & 3 (the upper or two northern subject parcels) and along the northern property lines of Parcel's 1 & 4 (the lower or two southern subject parcels).

2. ZONING

Information regarding legal and permissible uses of the subject property can be obtained from the Riverside County Planning Department.

3. UTILITIES AND SERVICES

The following utilities and services are available in the subject's area:

Electricity:	Southern California Edison/No Hook-ups Currently at Site
Water:	Well/None at Site
Sewer:	Septic System/None at Site
Gas:	None at Site

4. ENCUMBRANCES

On October 25, 1999 a preliminary title report was provided to the Department of General Services by First American Title Company. A copy of the report is attached to this agreement.

On September 02, 1983 an agreement for an easement and right-of-way along the Stone Mountain Road area was granted by those property owners along said route to Field Cablevision (a division of Field Communications Company) to provide access to Field's communications equipment and interests on Reche Peak. The agreement stipulated a negotiated annual payment to the subject's owners for the access rights over their property (the land for sale identified herein).

The easement agreement and its method of recordation may not have adequately perfected those rights granted. However, it should be noted that, to the best of the Department of General Services' knowledge, Stone Mountain Road has been and continues to be utilized to access the communications equipment and interests on Reche Peak.

A copy of the agreement for an easement and right-of-way recorded September 02, 1983 – instrument no. 180543 has been provided. (Please see link on Sales Flier)

5. LEGAL DESCRIPTION

The property referred to herein is situated in the County of Riverside, State of California, and consists of Parcels 1, 2, 3 & 4 as shown by parcel 15994, on file in book 118 page 41 of parcel maps, Records of Riverside County, California.

6. INSPECTION OF THE PROPERTY

The property is vacant and may be viewed by prospective buyers from Yucatan Court (north of Country Road and west of Reche Vista Drive). The property is located generally north and west of Yucatan Court and runs toward the top of the ridge.

7. CONDITIONS OF SALE

ALL BIDS ARE SUBJECT TO THE FOLLOWING CONDITIONS:

7.1 Bids. No oral bids will be accepted. (see General Bid information Link on Surplus Properties main page)

7.2 Initial Deposit. BIDDER shall submit with the bid a deposit in the form of a CASHIER'S CHECK made payable to "STATE OF CALIFORNIA," in the amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00). **STATE** will apply the deposit toward the purchase price of the property.

7.3 Increased Deposit. Within 45 days of Buyer's execution of Sales Agreement and removal of contingencies Buyer shall increase the initial deposit to a deposit equal to three percent (3%) of the purchase price _____ (_____) Dollars, total deposit. Buyer's entire deposit to apply to purchase price of property at close of escrow.

7.4 State's Review Period. Prior to recommendation of acceptance as defined in Section 7.6, all bids will be subject to review by **STATE** for a period of up to ten (10) working days after the bid opening on **December 1st, 2005**. If **STATE** approves and accepts a bid, **STATE** will notify the successful bidder of such intent in writing and return deposits to all unsuccessful bidders.

7.5 Rejection of Bids. **STATE** reserves the right to reject any or all bids, waive any informality or irregularity in any bid, and accept any bid deemed to be in the best interest of **STATE**.

7.6 Acceptance. STATE'S acceptance will be by the action of the California Integrated Waste Management Board at a duly noticed public hearing after the successful bidder completes a 45-day period of Due Diligence and removal of contingencies, as described in Section 9 of this brochure. STATE will notify the successful bidder of the date, time, and location of the California Integrated Waste Management Board hearing at which the Board will consider the transaction for approval and acceptance.

7.7 Acknowledgment. The successful bidder hereby acknowledges and agrees STATE must obtain approval of the California Integrated Waste Management Board and said approval will constitute acceptance of the bid. The successful bidder further acknowledges that neither the preparation nor presentation of the bid creates any obligation or commitment on the part of STATE to accept the successful bidder's bid to purchase the property. Only when the California Integrated Waste Management Board gives approval and STATE communicates such approval and acceptance to the successful bidder in writing will STATE be obligated to accept BUYER'S (the successful bidder's) bid.

7.7 Close of Escrow. Escrow shall close within thirty (30) calendar days of STATE'S acceptance as defined in Section 7.6.

7.8 Buyer's Costs. BUYER shall pay all recording fees, documentary transfer taxes, escrow fees, policies of title insurance, broker's commission, and any other costs connected with the closing of this transaction.

7.9 Liquidated Damages. If BUYER fails to complete the purchase of the property in accordance with the terms and conditions hereof, STATE will retain the entire deposit as liquidated damages, and BUYER shall forfeit all rights hereunder. It is agreed that damages in the event of failure to complete the purchase would be difficult to ascertain and that such sum represents a reasonable attempt to ascertain what such damages would be. Upon forfeiture of said sum to STATE, BUYER will be released from any further liability to STATE.

7.10 Further Documents and Assurances. BUYER and STATE will each undertake, diligently and in good faith, all actions and procedures reasonably required to place the escrow in condition for closing. BUYER and STATE agree to execute and deliver all further documents and instruments reasonably required by the escrow holder or Title Company. STATE will deliver or cause to be delivered to escrow holder in time for delivery to BUYER at the closing an original ink signed Quitclaim Deed, duly executed and in recordable form, conveying fee title of the property to BUYER.

8. REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

8.1 Reliability of Information. STATE obtained the information contained in this brochure from sources deemed reliable; however, STATE makes no guarantees as to the accuracy of the information provided. STATE provides the information solely as an aid to interested parties and recommends interested parties conduct their own "off-site" investigations of the property prior to submitting a bid. STATE will allow the

successful bidder an opportunity to conduct "on-site" investigations of the property during the Due Diligence period described in Section 9.

8.2 Authority of State. STATE is a government entity, duly organized and validly existing under the laws of the State of California. Pursuant to Section 14664 of the Government Code of the State of California, STATE, upon the approval of the California Integrated Waste Management Board and upon thirty (30) day notification of the Joint Legislative Budget Committee and the applicable Members of the Senate and Assembly who represent the district in which the property is located, has full power and authority to own, sell, and convey the property to BUYER and to enter into and perform its obligations pursuant to this brochure.

8.3 Taxes. STATE is exempt from property taxes and assessments.

8.4 Disclosures. BUYER acknowledges that BUYER is purchasing the property solely in reliance on BUYER'S own investigations, as listed in the Due Diligence section, otherwise herein, or at any other time or in any other manner, and that notwithstanding any disclosure by STATE, no representations or warranties of any kind, expressed or implied, have been made by STATE, STATE'S agents, or brokers. BUYER further acknowledges and warrants that as of the close of escrow BUYER will be aware of all zoning regulations, other governmental requirements, site and physical conditions (including the presence of hazardous materials or other adverse environmental conditions), and other matters affecting the use and condition of the property, and agrees to purchase the property in the condition that it is in at close of escrow. BUYER shall be responsible at BUYER'S sole expense for all remediation required to make the property usable for BUYER'S intended purpose.

8.5 As-Is Where-Is Purchase. Except as provided in Section 8.4, BUYER specifically acknowledges and agrees that STATE will sell and BUYER will purchase the property on an "as-is where-is with all faults" basis, and that having been given the opportunity to inspect the property and review information and documentation affecting the property, BUYER is not relying on any representations or warranties of any kind, express or implied, from STATE or its agents as to any matters concerning the property, including without limitation the: (i) quality, nature, adequacy, and physical condition of the property including soils, geology, and any groundwater; (ii) existence, quality, nature, adequacy, and physical condition of utilities serving the property; (iii) development potential of the property, and the property's use, merchantability, fitness, suitability, value, or adequacy for any particular purpose; (iv) zoning or other legal status of the property, or any other public or private restrictions on use of the property; (v) compliance of the property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or any other person or entity; (vi) presence of hazardous materials on, under, or about the property or an adjoining or neighboring property; (vii) condition of title to the property; and (viii) economics of the operation of the property.

8.6 Existing investigations, Studies, and Documents. BUYER has knowledge of the following investigation(s), study (ies), and document(s) in connection with its decision to purchase the property:

1. A preliminary title report was completed by First American Title Company on October 25, 1999 and is attached to this agreement.

9. DUE DILIGENCE

9.1 Buyer's Investigation of Property Condition. Real property often contains defects and conditions which are not readily apparent and which may affect the value or desirability of the property. Therefore, it is the affirmative duty of **BUYER** to exercise reasonable care to discover those facts which are known to **BUYER** or within the diligent attention and observation of **BUYER**. **BUYER** agrees to provide to **STATE** at no cost, upon request of **STATE**, complete copies of all inspection reports obtained by **BUYER** concerning the property.

9.2 Buyer's Acceptance of Property Condition. **BUYER'S** acceptance of the condition of the property is a contingency of **BUYER'S** bid; accordingly, **BUYER** will have the right to conduct inspections, investigations, tests, surveys, and other studies at **BUYER'S** expense. **BUYER** is strongly advised to exercise these rights and select professionals with appropriate qualifications to conduct inspections of the entire property. If **BUYER** does not exercise these rights, **BUYER** is acting against the advice of **STATE**.

9.3 Scope of Buyer's Investigations. **BUYER** agrees and warrants, or by the failure to do so shall have waived any rights to do so hereunder, that at close of escrow **BUYER** shall have investigated the condition and suitability of all aspects of the property and all matters affecting the value or desirability of the property, including but not limited to the following as applicable:

9.3.1 Lines and Boundaries. Property lines and boundaries.

9.3.2 Waste Disposal. Type, size, adequacy, and condition of sewer and/or septic systems and components.

9.3.3 Governmental Requirements and Limitations. Availability of required governmental permits, inspections, certificates, or other determinations affecting the property. Any limitations, restrictions, zoning, building size requirements, or other requirements affecting the current or future use or development of the property.

9.3.4 Rent and Occupancy Controls. Any restrictions that may limit the amount of rent that can legally be charged and the maximum number of persons who can lawfully occupy the property.

9.3.5 Water and Utilities, Well Systems, and Components. Availability, adequacy, and condition of public or private systems.

9.3.6 Environmental Hazards. The presence of asbestos, formaldehyde, radon, methane or other gases, lead based paint or other lead contamination, fuel or chemical storage tanks, waste disposal sites, electromagnetic fields, and other substances, materials, products, or conditions.

9.3.7 Geologic Conditions. Geologic/seismic conditions, soil stability/suitability, and drainage.

9.3.8 Neighborhood, Area, and Subdivision Requirements.

Neighborhood or area conditions including schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation, construction, and development which may affect noise, view, or traffic; airport noise; and noise or odor from any source, wild or domestic.

9.3.9 Matters of Record. Covenants, conditions, and restrictions; deed restrictions; easements; and other title encumbrances of record.

9.3.10 Other Matters. Any and all other matters such as availability of suitable public infrastructure, assessment or other special service districts, and soil or other conditions on the property, not listed herein, which are or may be pertinent to **BUYER'S** purpose for acquiring the property.

9.4 Buyer's Inspection Period. The Due Diligence inspection period will begin on the day **BUYER** executes this agreements. The Due Diligence period shall continue for a period of no more than forty-five calendar (45) days. **BUYER** must specify on the "Bid Form" located on the last page of this brochure all proposed investigations and studies. **BUYER** may waive all or a portion of the Due Diligence period by informing **STATE** of such waiver in writing.

9.5 Buyer's Inspection Notification Requirement. Prior to entry on the property, **BUYER** must obtain a *Right of Entry* from **STATE**. **BUYER** shall provide to **STATE** in writing the identity of the contractor(s) or entity(ies) conducting the inspections and the nature and scope of the inspections for inclusion in the *Right of Entry*. **STATE PROHIBITS ENTRY ONTO THE PROPERTY WITHOUT AN EXECUTED RIGHT OF ENTRY.** Subject to the terms and conditions of the *Right of Entry*, **BUYER** or its representatives, authorized agents, or contractors may enter the property to make such inspections of the property provided that **BUYER** keeps the property free of liens and repairs all damage to the property resulting from such inspections.

9.6 Risk of Loss. During the period prior to close of escrow, the risk of loss to improvements on the property shall be on **BUYER**. **STATE** will be under no obligation to repair, replace, or maintain in good working order the improvements. **BUYER** may, at its sole cost, acquire insurance to cover the risk of loss or damage to the improvements.

9.7 Withdrawal of Bid. If **BUYER** wishes to withdraw its bid, **BUYER** shall deliver to **STATE** a written withdrawal notice no later than the last day of **BUYER'S** Due Diligence period stating that **BUYER'S** inspections of the property have disclosed a defect or defects in the property and describing such defect or defects with reasonable particularity. If **STATE** chooses not to remedy said defect or defects, **BUYER** will be released from any obligation to proceed with the purchase. Failure to so notify **STATE** shall conclusively be considered **BUYER'S** approval of the condition of the property for **BUYER'S** intended use. If escrow fails to close for any reason, **BUYER'S** deposit will not be released to **BUYER** until **STATE** and escrow holder have received valid lien releases or STOP NOTICE WAIVERS from all contractors who worked on the property at **BUYER'S** request.

9.8 Responsibility of Buyer. Unless **BUYER** identifies any toxic and/or hazardous substances and reports the findings to **STATE** in writing during the specified Due Diligence period, and thereby notifies **STATE** of **BUYER'S** withdrawal of the bid, **BUYER** shall be solely responsible for the removal of any toxic substance(s) found in or on the property and the elimination of any hazardous condition(s) discovered in or on the property. **STATE** will not be responsible for the removal or mitigation of any toxic substances or hazardous conditions occurring, discovered, or reported after the transfer of title. **BUYER** shall release, hold harmless, and indemnify the State of California from all liability under the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), as it may be amended, and under any other provisions of law now in effect, or which in the future may be in effect, relating to the presence of any such substances or hazardous conditions in or on the property.

10. INDEMNIFICATION

BUYER and **STATE**, to the extent legally permitted, will each defend, indemnify, and hold the other harmless from and against any and all claims, liabilities, obligations, losses, damages, costs, and expenses including, but not limited to, attorney's fees, court costs, and litigation expenses that either party may incur or sustain by reason of or in connection with any misrepresentation made by the other party pursuant to the bid.

11. MINERAL RESERVATIONS

STATE shall except and reserve all mineral deposits, as defined in Section 6407 of the Public Resources Code, below a depth of 500 feet, without surface rights of entry.

12. CONTINUING OBLIGATIONS

All terms and conditions contained in this brochure which represent continuing obligations and duties of the parties that have not been satisfied prior to close of escrow will survive close of escrow and transfer of title to **BUYER**, and will continue to be binding on the respective obligated party in accordance with the terms and conditions.

13. CORPORATION

A resolution, meeting minutes, or any other such document(s) indicating those individuals authorized to sign on behalf of the Corporation, must accompany the "**BID FORM**".

14. HOW, WHERE, AND WHEN TO MAKE A BID

Bids shall be submitted on the attached "**BID FORM**". The terms and conditions outlined in this brochure are incorporated by reference into the "**BID FORM**" and shall become agreed terms and conditions of the bid to purchase. All covenants, warranties, or other agreements contained herein, in the "**BID FORM**" or in any other document which is or may become a part of the offer to purchase, shall at close of escrow continue to be enforceable and, further, shall survive the close of escrow.

Bids submitted by mail should be clearly marked "**SEALED BID SSL 350,**" and mailed to the address given on the "**BID FORM**".

Personal delivery of bids will be accepted on the date of the bid opening that is scheduled for **December 1st, at 2:00 p.m.** No bids will be accepted after that time. The bid opening will be conducted in the offices of the State of California, Department of General Services, Real Estate Services Division, 707 Third Street, 5th Floor, West Sacramento, California, 95605. Receipt of bids by **STATE** shall be the sole responsibility of **BIDDER**.

ADDITIONAL INFORMATION MAY BE OBTAINED BY WRITING OR CALLING:

**LYNDA CALIFORNIA (916) 375-4020, FAX (916) 375-4029
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
707 THIRD STREET, 5TH FLOOR
WEST SACRAMENTO, CA 95605**

15. NO WARRANTY OF INFORMATION MATERIAL

The information contained in this brochure was obtained from sources deemed reliable, but it is not guaranteed. It is furnished solely as an aid to interested parties. This property is being offered pursuant to Section 14664 of the Government Code of the State of California.

BID FORM (Sale SSL 350)

**DEPARTMENT OF GENERAL SERVICES
Real Estate Services Division
707 Third Street, 5th Floor
West Sacramento, CA 95605
Attention: Lynda Calvert**

Subject to the terms and conditions contained in the brochure “**SSL 350**” entitled:

**“For Sale by the State of California
Four Vacant Residential Lots
Located Along Stone Mountain Road
West of Reche Vista Drive
Moreno Valley, California 92557**

and which are hereby incorporated by such reference, the undersigned hereby bids a total of \$ _____ for the purchase of the property described in said brochure. Attached is a CASHIER’S CHECK in the amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) for the deposit made payable to the “**STATE OF CALIFORNIA.**”

Within ten (20) calendar days of **STATE’S** acceptance and notification of bid award Buyer shall execute a purchase agreement with the **STATE OF CALIFORNIA.**

ADDITIONAL INVESTIGATIONS REQUESTED: (Attach extra sheets if necessary)

- 1. _____
- 2. _____

Prior to recommendation of acceptance, all bids will be subject to review by **STATE** for a period up to ten (10) working days after the bid opening.

When submitting a bid by mail or in person, mail or deliver it in a sealed envelope clearly marked “**SEALED BID Sale SSL-350,**” to the address shown at the top of Page 1 of the “**BID FORM**”. Bids must arrive prior to the start of the bid opening scheduled on **December 1, 2005, at 2:00 p.m.**

Name (type or print)

Telephone Number

Mailing Address (Street)

Facsimile Number

Mailing Address (City/State/Zip)

Authorized Signature(s)

Date

Authorized Signature(s)

Date