

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

522  
A



**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**  
October 8, 2014

**SUBJECT:** Resolution No. 2014-150, Authorization to Purchase Real Property in the Unincorporated Area of Lake Tamarisk, County of Riverside, California, District 4/District 4, CEQA Exempt, [\$139,400]; Fund 30300 Mitigation Funding

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3, New Construction or Conversion of Small Structures; Section 15304, Class 4, Minor Alterations to Land; and Section 15061(b)(3), General Rule Exemption;
2. Adopt Resolution No. 2014-150, Authorization to Purchase Real Property in the Unincorporated Area of Lake Tamarisk, County of Riverside, California, further described as a portion of County of Riverside Assessor's Parcel Number 808-170-006;

(Continued)

**FISCAL PROCEDURES APPROVED**  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Esteban Hernandez 10/7/14

Robert Field  
Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 139,400	\$ 0	\$ 139,400	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Fund 30300 Mitigation Funding				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2014/15	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Rohini Dasika  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
DATE 9/5/14  
BY: GREGORY P. PRIAMOS

Departmental Concurrence

By: John Hawkins 09/11/14  
John Hawkins, Fire Chief  
Riverside County Fire

- A-30
- 4/5 Vote
- Positions Added
- Change Order

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

Economic Development Agency/Facilities Management

**FORM 11:** Resolution No. 2014-150, Authorization to Purchase Real Property in the Unincorporated Area of Lake Tamarisk, County of Riverside, California, District 4/District 4, CEQA Exempt, [\$139,400]; Fund 30300 Mitigation Funding

**DATE:** October 8, 2014

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions, and authorize the Chairman of the Board to execute the documents necessary to complete the purchase;
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk.

**BACKGROUND:**

**Summary**

The Economic Development Agency Real Estate Division on behalf of Riverside County Fire Department, proposes that the County of Riverside purchase a 1.5 acre site in the unincorporated community of Lake Tamarisk. The property, which is located on the north side of Lake Tamarisk Drive, east of Parkview Drive, is referred to as a portion of Assessor's Parcel Number 808-170-006. This site is being purchased to develop and relocate fire station 49.

The current fire station 49 was built in approximately 1967 and has 960 square feet of living space and has only one bathroom. When built, the fire station was designed for one or two personnel to be on duty, with one or two pieces of fire apparatus assigned there. Because of the remote location, we currently staff station 49 with four personnel each day and house 4 department vehicles. Some of these vehicles are parked outdoors as they do not fit in the original apparatus bays. The station has 1 front line fire engine, 1 reserve fire engine, 1 water tender, and 1 utility vehicle assigned for use because of the time to get other response vehicles in the area.

Moving into a larger facility will provide more adequate living space for on duty personnel as well as providing separate male and female bathrooms. A new facility will be more energy efficient, cutting total long term costs at this location. A new facility will also be large enough for on duty personnel to park on the station grounds and not in the County Library parking lot or on the street. It will also house all department vehicles inside a large apparatus bay out of the weather, cutting maintenance costs.

On September 23, 2014, the Board approved Resolution No. 2014-149, Notice of Intention to Purchase Real Property in the Unincorporated Area of Lake Tamarisk, County of Riverside, California.

This Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3, New Construction or Conversion of Small Structures; Section 15304, Class 4, Minor Alterations to Land; and Section 15061(b)(3), General Rule Exemption;

**Impact on Residents and Businesses**

The proposed site is near to the current site and will continue to benefit the community of Lake Tamarisk. The residents and businesses will enjoy the safety benefits of having a new and modern fire station located within this area of the County.

This Form11 has been reviewed and approved by County Counsel as to legal form.

(Continued)

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

Economic Development Agency/Facilities Management

**FORM 11:** Resolution No. 2014-150, Authorization to Purchase Real Property in the Unincorporated Area of Lake Tamarisk, County of Riverside, California, District 4/District 4, CEQA Exempt, [\$139,400]; Fund 30300 Mitigation Funding

**DATE:** October 8, 2014

**PAGE:** 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition for a portion of Assessor's Parcel Number 808-170-006:

Acquisition:	\$ 98,000
Estimated Title and Escrow Charges:	3,000
Preliminary Title Report	800
County Appraisal	8,300
Environmental Studies	5,000
Surveyor	4,300
EDA/FM Real Property Staff Time	20,000
Total Estimated Acquisition Costs	\$139,400

All costs associated with the acquisition of this property are fully funded by the Fund 30300 Mitigation Funding in the Fire Department's budget for FY 2014/15. No net county costs will be incurred as a result of this transaction.

Attachments:

Agreement of Purchase and Sale and Joint Escrow Instructions  
Notice of Exemption  
Map

1 Board of Supervisors

County of Riverside

2 Resolution No. 2014-150

3 Authorization to Purchase Real Property

4 In the Unincorporated Area of Lake Tamarisk, County of Riverside, California

5 Assessor's Parcel Number: 808-170-006 (Portion)

6  
7 WHEREAS, the current fire station 49 was built in approximately 1967 and has  
8 960 square feet of living space on .33 acres of land;

9 WHEREAS, some vehicles are parked outdoors as they do not fit in the original  
10 apparatus bays; and

11 WHEREAS, Riverside County Fire Department desires to obtain more  
12 adequate living space for on duty personnel as well as housing all department  
13 vehicles inside a large apparatus bay out of the weather, cutting maintenance costs;  
14 therefore,

15 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of  
16 Supervisors of the County of Riverside, in regular session assembled on October 21,  
17 2014, the Authorization to Purchase Real Property, located in the Unincorporated  
18 Area of Lake Tamarisk, County of Riverside, State of California, identified by a portion  
19 of Riverside County Assessor's Parcel Number 808-170-006, consisting of 1.5 acres,  
20 more particularly described in Exhibit "A" Legal Description, from Lake Tamarisk  
21 Development LLC, a Delaware limited liability company, in the amount of in the  
22 amount of Ninety Eight Thousand Dollars (\$98,000.00).

23 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
24 Board of Supervisors of the County of Riverside is authorized to execute the  
25 documents to complete the purchase.

26 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County  
27 Executive Officer/EDA, or his designee, is authorized to execute the necessary  
28 documents to complete this purchase of real property.

FORM APPROVED COUNTY COUNSEL  
BY:  PATRICIA MUNROE  
DATE: 09/05/14

1 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
2 Supervisors is directed to file the Notice of Exemption with the County Clerk.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT "A"

## LAKE TAMARISK FIRE STATION LEGAL DESCRIPTION

A PORTION OF LOT 104 OF TRACT 3662, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 58, PAGES 22 THROUGH 29 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LOCATED IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 15 EAST, S.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID LOT 104, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TAMARISK DRIVE HAVING A 33.00 FOOT NORTHERLY 1/2 WIDTH;

THENCE NORTH 25°03'49" EAST ALONG THE WESTERLY LINE OF SAID LOT 104 A DISTANCE OF 295.88 FEET;

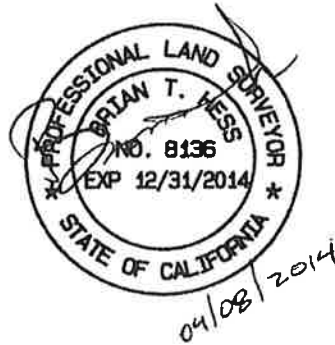
THENCE, LEAVING SAID WESTERLY LINE, SOUTH 64°56'11" EAST A DISTANCE OF 187.44 FEET;

THENCE SOUTH 01°03'22" EAST A DISTANCE OF 235.79 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 104, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TAMARISK DRIVE HAVING A 33.00 FOOT NORTHERLY 1/2 WIDTH, SAID POINT BEING ON A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 967.00 FEET AND A RADIAL BEARING OF SOUTH 00°04'30" EAST;

THENCE WESTERLY ALONG THE SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 304.42 FEET THROUGH A CENTRAL ANGLE OF 18°02'14" TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 1.50 ACRES MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



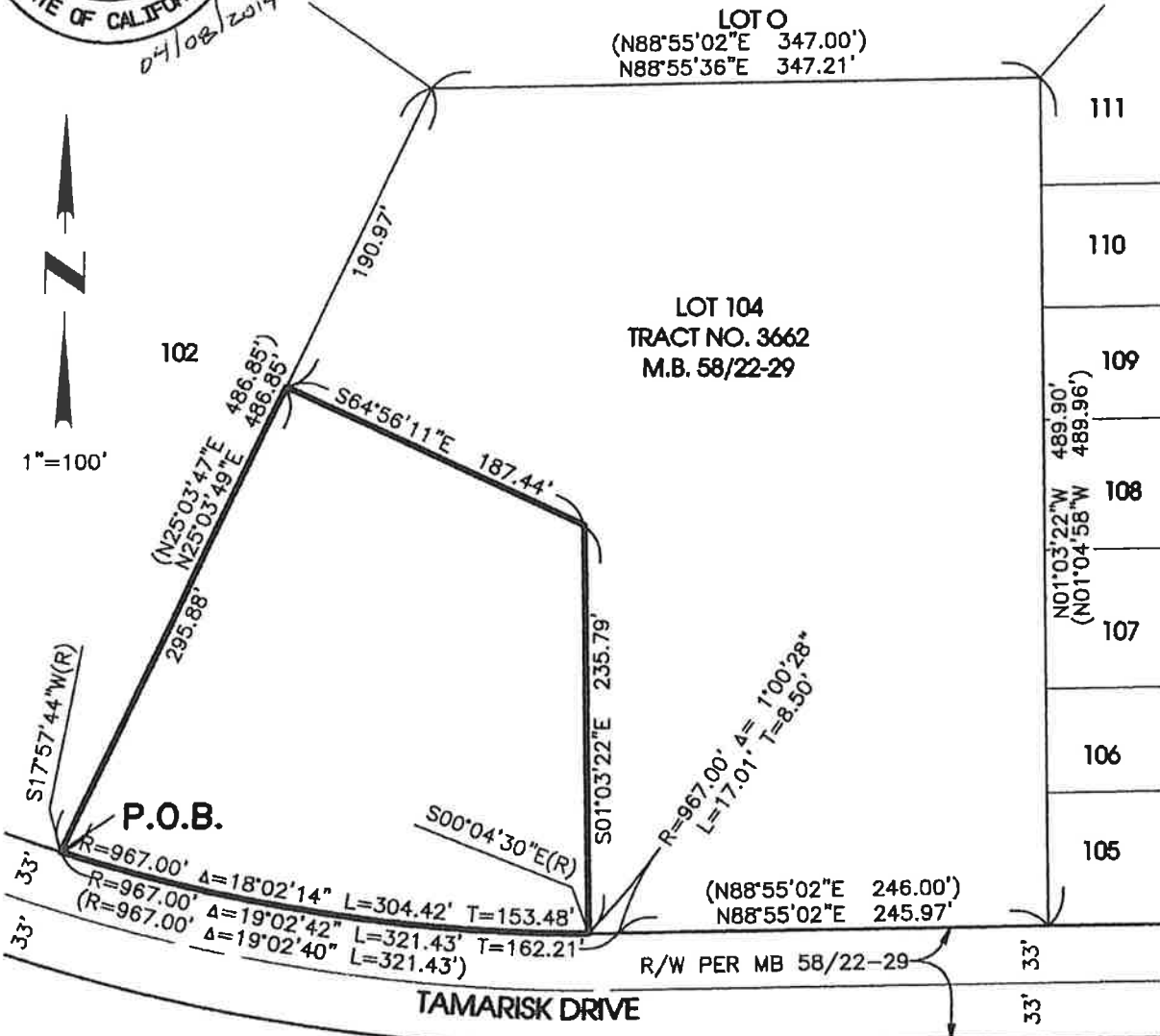
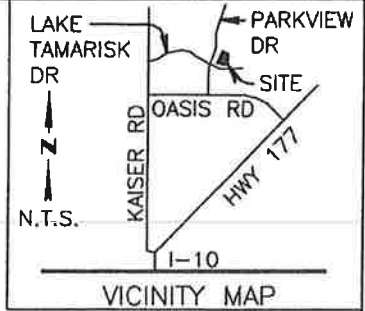
THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 4-16-14

# EXHIBIT 'B'

LAKE TAMARISK FIRE STATION



( ) INDICATES RECORD DATA PER TRACT NO. 3662 M.B. 58/22-29  
 S. 14, T., 5 S., R. 15 E., S.B.M.

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.  
 BY: *[Signature]*  
 DATE: 4-16-14

**H**ESS  
**D**EVELOPMENT  
**I**NC.  
 SURVEYING & ENGINEERING SERVICES  
 28039 SCOTT RD, STE D387, MURRIETA, CA 92563  
 PH: 951-325-2200 FAX: 951-639-9661





PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS

APN No. : 808-170-006 (Portion)

Escrow No. \_\_\_\_\_

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2014, and constitutes an agreement by which Lake Tamarisk Development, LLC, a Delaware limited liability company, which acquired title as Lake Tamarisk Development Corporation, a California corporation ("Seller") agrees to sell to, and THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") agrees to purchase certain real property and improvements, if any, on the terms and conditions hereinafter set forth.

1. Property.

a. The property to be acquired by Buyer from Seller under this Agreement consists of a parcel of land approximately 1.5 acres in size also known as a portion of Assessor's Parcel Number 808-170-006 located in an unincorporated area, Riverside County, California, further described in Exhibit "A" and depicted in Exhibit "B" and incorporated herein by reference, together with all Improvements, if any, as hereinafter defined (collectively, the "Property"). Buyer is fully responsible, at its cost, to properly take all actions to properly subdivide the Property from its exiting parcel. Seller currently owns fee title to the Property. For purposes of this Agreement, the term "Improvements" shall mean and include, if any, all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, and fixtures and equipment installed upon or located in or on the Property. For purposes of this Agreement, the term "Property" shall mean and include the parcel of land, the Improvements, and all and singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way directly appertaining to the Property.

2. Acquisition.

a. County of Riverside Board of Supervisor Approval. The acquisition of the Property by Buyer shall be subject to the approval by the County of Riverside's Board of Supervisors. The date of Board of Supervisor's approval shall be the effective date of this Agreement ("Effective Date").

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Ninety Eight Thousand Dollars (\$98,000) ("Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:

a. Closing Funds. Within five (5) days of written request from Escrow Holder, and in any event prior to the Close of Escrow, Buyer shall deposit or cause to be

deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the Purchase Price, plus any other applicable closing costs.

4. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date and the Closing Date, as defined in paragraph 4.b, below. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental joint order escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, then this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. The Close of Escrow shall occur on or before Forty-five (45) days after the Opening Date, unless extended in writing by the mutual written agreement of Buyer and Seller ("Closing Date").

c. Due Diligence Period. Buyer shall have Thirty (30) days from the Opening Date (the "Due Diligence Period") to inspect the Property and due diligence materials. In the event Buyer finds the Property unsatisfactory for any reason, Buyer at its sole discretion, shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its deposit, if applicable. In the event of a cancellation of Escrow, Buyer and Seller shall each bear one-half of any Escrow cancellation fees.

5. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey good and marketable fee simple title to the Property by the Grant Deed, subject only to the following approved conditions of title ("Approved Condition of Title"):

- a. A lien to secure payment of real estate taxes, not delinquent.
- b. Matters created by or with the written consent of Buyer.
- c. Exceptions which are disclosed by the Title Report described in Paragraph 7. a. (1) hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 7. a. (2) hereof.

d. Buyer has determined, by its review of recorded documents, that the Declaration of Restrictions for Tract No. 3662, included in the Title Report, does not pertain to the Property.

Seller covenants and agrees during the term of this Escrow, Seller will not cause or permit title to the Property to differ from the Approved Condition of Title described in this Paragraph 5. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date of the Title Report described in Paragraph 7. a. (1) below, shall also be subject to Buyer's approval and must be eliminated or ameliorated to Buyer's satisfaction by Seller prior to the Close of Escrow as a condition to the Close of Escrow for Buyer's benefit.

6. Title Policy. Title shall be evidenced by the willingness of the Title Company to issue its standard CLTA Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions:

(1) Due Diligence Materials/Title. Within Fifteen (15) days of the Opening Date, Seller will deliver to Buyer copies of the following items, if and to the extent such items are in Seller's possession (collectively referred to herein as the "Due Diligence Materials"): (i) a current Preliminary Title Report ("Title Report") for the Property and legible copies of all documents, whether recorded or unrecorded, referred to in the Title Report; and (ii) any and all environmental reports relating to the Property.

(2) Review and Approval of Due Diligence Materials. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, in its discretion, at Buyer's sole cost and expense, the Due Diligence Materials. Failure of Buyer to give disapproval of the Due Diligence Materials, in a writing delivered by Buyer to Seller on or before the expiration of the Due Diligence Period, shall be deemed to constitute Buyer's approval of all Due Diligence Materials. If Buyer disapproves or conditionally approves any matters of title shown in the Title Report, then Seller may, within five (5) days after its receipt of Buyer's notice of disapproval of the Due Diligence Materials, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to

title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's notice, or if, despite its reasonable efforts, Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder in all material respects and Seller's representations, warranties, and covenants set forth in Paragraph 14 shall be true and correct in all material respects as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.

(5) Inspections and Studies. Prior to the expiration of the Due Diligence Period, Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove the results of said inspections, investigations, tests and studies in writing on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and Seller's directors, officers, shareholders, employees and agents from and against any and all personal injuries, damage to the Property and mechanics' liens, arising out of any such entry by Buyer or its agents, designees, contractors, subcontractors, or representatives onto the Property. From and after the Opening Date, Buyer and Buyer's representatives, agents and designees shall have the right to (a) consult with any party for any purpose relating to the Property, and (b) enter upon the Property during normal business hours, at Buyer's sole cost and expense, for any reasonable purpose in connection with Buyer's proposed

purchase, development or operation of the Property, including, without limitation, to examine all books, records and files of Seller (or its agents) relating to the Property and to make such inspections, investigations and tests as Buyer may elect to make.

b. Conditions Precedents to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed Seller may waive any or all of such conditions):

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and

(2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Seller's Nonforeign Affidavit. A Certificate of Nonforeign Status (Seller's Certificate), duly executed by Seller.

b. Grant Deed. The Grant Deed conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form, substantially similar to Exhibit "C." Upon receiving said executed Grant Deed, escrow holder is instructed to forward a copy of Grant Deed to Buyer so that an original Certificate of Acceptance can be attached.

9. Deposits by Buyer. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Funds. The funds which are to be applied toward the payment of the Purchase Price in the amounts and at the times designated in Paragraph 3 above.

b. Certificate of Acceptance to Grant Deed. An original Certificate of Acceptance, acknowledged and in recordable form, substantially similar to Exhibit "C."

10. Costs and Expenses. The cost and expense of the Title Policy attributable to standard CLTA coverage, plus the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, shall be paid by Seller. The escrow fee of Escrow Holder shall be shared equally between the Buyer and Seller. Seller shall pay all documentary transfer taxes, if any, payable in connection with the recordation of the Grant Deed. The amount of such transfer taxes shall not be posted on the Grant Deed, but shall be supplied by

separate affidavit. The Buyer shall pay the cost of recording the Grant Deed. The Buyer and Seller shall each pay half of the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges. Buyer shall be responsible for and pay all costs associated with the subdivision of the Property from the existing parcel.

11. Prorations.

a. Utility Deposits. Seller shall 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 shall notify the utility companies that all utility bills for the period commencing on and after the Close of Escrow are to be sent to Buyer. In addition to the Purchase Price, Buyer will pay to Seller an amount equal to the total of all utility deposits held by utility companies and Seller will assign to Buyer all of Seller's right, title and interest in any such utility deposits. If Seller receives a bill for utilities provided to the Property for the period before the Close of Escrow, Seller shall pay such bill.

b. Method of Proration. For purposes of calculating proration, Buyer shall be deemed to own fee title to the Property (and therefore entitled to all revenue therefrom and responsible for expenses thereon) commencing on the date the Close of Escrow occurs. All proration will occur on the date of the Close of escrow based on a thirty (30) day month. The obligations of the parties pursuant to this subparagraph shall survive the Close of Escrow and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

12. Taxes. Seller acknowledge that Buyer is a public entity exempt from payment of any real property taxes. As such, there will be no proration of taxes through Escrow.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California ("Official Records"). Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Deed, but to supply same by separate affidavit.

c. Funds. From funds deposited by Buyer with Escrow Holder, disburse balance of the Purchase Price, after deduction for all items chargeable to the account of Buyer, to Seller; and disburse funds for all items chargeable to the account of Seller in payment of such costs from funds deposited by Seller over and above the Purchase Price; and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate, executed by Seller, and, when issued, the Title Policy, to Buyer.

e. Documents to Seller. Deliver, when issued, the Title Policy, to Seller.

f. Reporting Person. Buyer and Seller hereby acknowledge and agree that the Escrow Holder is designated as the "Reporting Person" for the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Internal Revenue Code.

14. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder).

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. No consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement. Buyer is responsible for subdividing Property and is exempt from the Subdivision Map Act.

d. Violations of Law. Seller has not received notice of any outstanding violations, past or present, of any governmental laws, ordinances, rules, requirements or regulations of every governmental agency, body or subdivision thereof bearing on the Property, and Seller has no knowledge or reason to have knowledge of any condition which constitutes such a violation.

e. Condemnation. There are no pending, or, to the best of Seller's knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

f. Compliance with Law. To the best of Seller's knowledge, all material laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller except that Buyer shall be responsible for the proper subdivision of the Property .

g. Agreements. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Title Report, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all

information supplied to Buyer by Seller in accordance with Paragraph 8.a (2) hereof is true and correct.

i. Occupancy Agreements. There are no leases, subleases, occupancies or tenancies in effect pertaining to the Property, and Seller has no knowledge of any oral agreements with anyone, with respect to the occupancy of the Property. Notwithstanding the foregoing, Buyer is aware of the Verizon / GTE of California encroachment (“Encroachment”).

j. Hazardous Substances. To the best of Seller’s actual knowledge, no Hazardous Substances 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; and, 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; and, no claims have been made by any third party relating to any Hazardous Substances on or within the Property; and, there have 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.

“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.

Seller's representations and warranties made in this Paragraph 14 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

15. Buyer’s Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller:

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer, and no other action is requisite to the execution and delivery of this Agreement by Buyer.

b. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and is, or, as to all documents to be executed by Buyer at the Close of Escrow, will be, legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.



c. Buyer's representations and warranties made in this Paragraph 15 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Buyer in a separate certificate at that time.

16. Reserved

17. Reserved

18. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

(a) terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except those which expressly survive the termination of this Agreement, or

(b) continue the Agreement in effect, in which event upon the Close of Escrow Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding which accrue or are otherwise payable to Seller.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by the United States post office, or (c) if given by facsimile, when sent. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Buyer: County of Riverside/Real Estate Division  
3403 Tenth Street, #400  
Riverside, California 92501  
Attn: Vincent Yzaguirre  
Telephone: 951.955.4820  
Fax No.: 951.955.4837  
Email: VYzaguirre@rivcoeda.org

To Seller: Lake Tamarisk Development, LLC  
3633 E. Inland Empire, 480  
Ontario, CA 91764  
Attn: Terry Cook  
Telephone: 909-483-8500  
Fax No.:  
Email: terry@cild.co

To Escrow Holder: Escrow Holder: Commonwealth Land Title  
4100 Newport Place Dr., Suite 120  
Attn: Grace Kim, Escrow Officer  
Telephone: 949-724-3141  
Fax No.:  
Email: gukim@cltic.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

20. Assignment. Buyer shall not be entitled to assign this Agreement without the prior written consent of Seller.

21. Indemnification.

a. Indemnification by Seller. Seller agrees to indemnify, defend and hold 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.

b. 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 any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

22. Legal and Equitable Enforcement of this Agreement.

a. Default. In the event of a default under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) business days after receipt by the defaulting party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b) below.

b. Remedies.

(1) Default by Seller. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur by reason of any uncured default by Seller, Buyer shall be entitled to terminate this Agreement in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Buyer shall be entitled to the return of the deposit and the Closing Funds (if deposited with Escrow). Buyer hereby waives any right it may have to seek

specific performance, consequential, punitive or any other damages from Seller as a result of any uncured default by Seller under this Agreement.

(2) Default By Buyer. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur as herein provided by reason of an uncured default of Buyer after notice and opportunity to cure, Seller shall be entitled to terminate this Agreement, in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Seller shall be entitled to the return of any funds deposited into Escrow. Seller hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Buyer as a result of any uncured default by Buyer under this Agreement.

c. Waiver of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

23. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Buyer, at its cost, shall be responsible to determine if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively called the "Natural Hazard Matters"). This will satisfy any legal requirement that Seller may have to furnish a report on the Natural Hazard Matters.

24. [Reserved]

25. Condition of Property.

a. Delivery of Property. The consummation of this transaction is subject to Seller delivering the Property and the Improvements in an operable and completed condition and in compliance with applicable laws. Seller shall complete and pay for any and all costs associated with the delivery of the building and improvements which may include any and all necessary governmental approvals including securing and completing entitlements, applicable and necessary permits and completing any and all development conditions, and required repairs to the Property.

b. Maintenance of Property. Seller shall be responsible for the diligent maintenance of the entire Property, and pay any and all expenses incurred in the maintenance of the Property until the Close of Escrow. At the Close of Escrow, Seller agrees to assign Buyer

any and all of Seller's rights, titles and interests to the Building's contracts, agreements, entitlements, permits, plans and specifications that are directly associated with the Property.

26. Miscellaneous.

a. Effective Date. The effective date of this Agreement shall be the date this Agreement is fully executed by both parties ("Effective Date"). If the parties execute this Agreement on separate dates, then the last date the Agreement was executed by a party shall be the Effective Date.

b. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

c. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

d. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

e. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

f. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

g. Broker. Buyer and Seller each represent and warrant to the other party that neither has dealt with or engaged a broker in connection with this transaction, and agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by the other party as a result of a breach of this representation.

h. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

i. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

j. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

k. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

l. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the courts of the County of Riverside.

m. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

n. Entire Agreement. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

o. Successors and Assigns. Subject to paragraph 21, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

p. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

27. Indemnification of Escrow Holder.

a. If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorney's fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement; and

b. Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to

comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder, or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of all monies, instruments, or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

[Remainder of page intentionally blank]

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement as of the day and year first above written.

BUYER:

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

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

SELLER:

Lake Tamarisk Development, LLC  
a Delaware limited liability company,  
which acquired title as Lake Tamarisk  
Development Corporation, a California  
Corporation

By: Terry L. Cook  
Name: Terry L. Cook  
Title: Vice President

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

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

By: Patricia Munroe  
Patricia Munroe  
Deputy County Counsel

Acceptance by Escrow Holder:

\_\_\_\_\_ hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow.

Dated: \_\_\_\_\_

Commonwealth Land Title Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_



# EXHIBIT "A"

## LAKE TAMARISK FIRE STATION LEGAL DESCRIPTION

A PORTION OF LOT 104 OF TRACT 3662, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 58, PAGES 22 THROUGH 29 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LOCATED IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 15 EAST, S.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID LOT 104, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TAMARISK DRIVE HAVING A 33.00 FOOT NORTHERLY 1/2 WIDTH;

THENCE NORTH 25°03'49" EAST ALONG THE WESTERLY LINE OF SAID LOT 104 A DISTANCE OF 295.88 FEET;

THENCE, LEAVING SAID WESTERLY LINE, SOUTH 64°56'11" EAST A DISTANCE OF 187.44 FEET;

THENCE SOUTH 01°03'22" EAST A DISTANCE OF 235.79 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 104, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TAMARISK DRIVE HAVING A 33.00 FOOT NORTHERLY 1/2 WIDTH, SAID POINT BEING ON A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 967.00 FEET AND A RADIAL BEARING OF SOUTH 00°04'30" EAST;

THENCE WESTERLY ALONG THE SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 304.42 FEET THROUGH A CENTRAL ANGLE OF 18°02'14" TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.50 ACRES MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



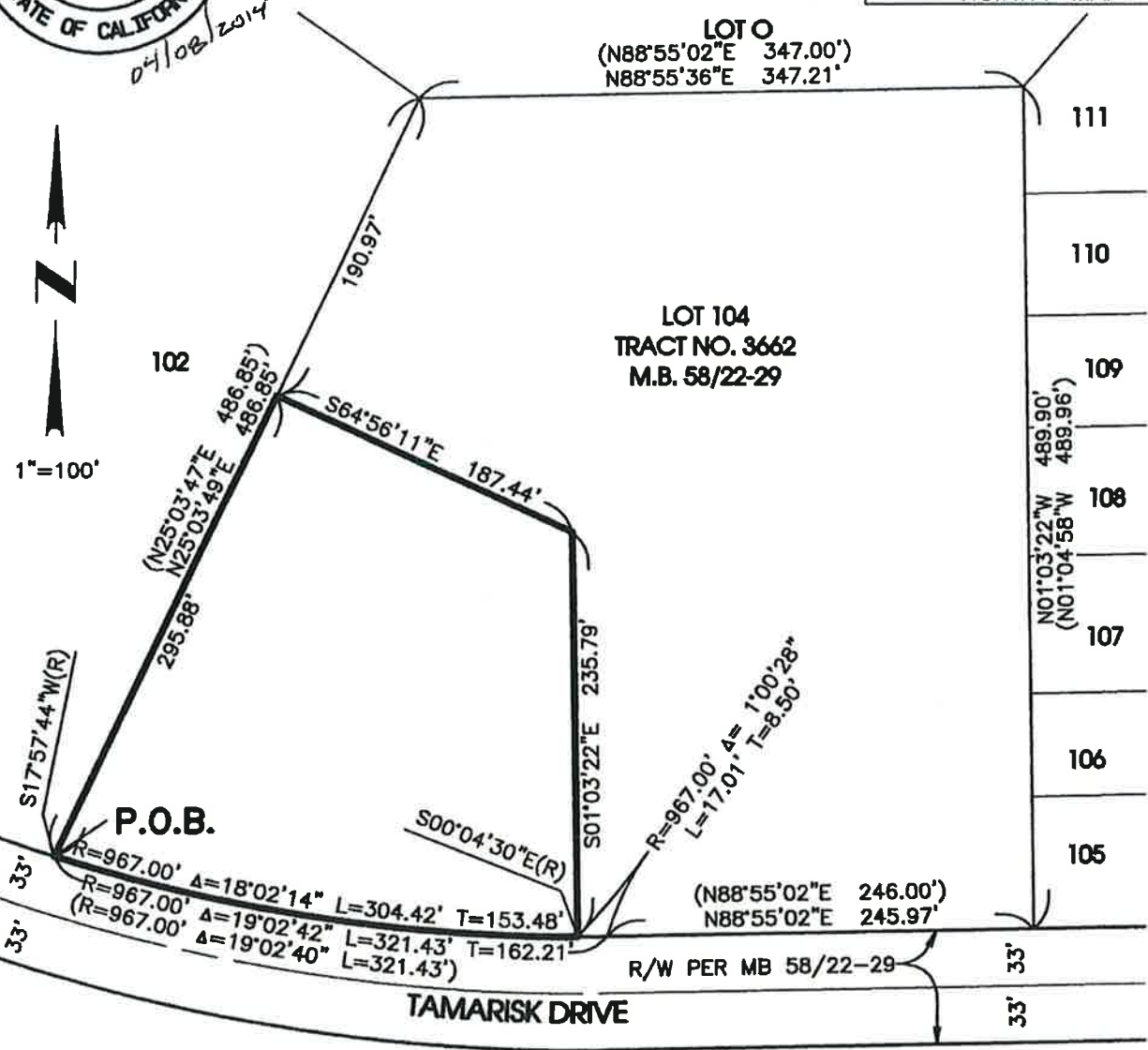
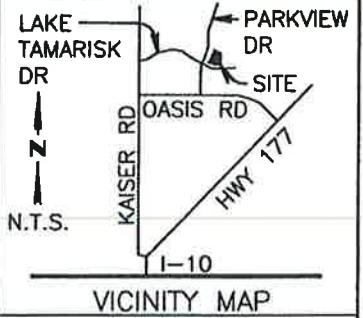
THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 4-16-14

# EXHIBIT 'B'

LAKE TAMARISK FIRE STATION



( ) INDICATES RECORD DATA PER TRACT NO. 3662 M.B. 58/22-29

S. 14, T. 5 S., R. 15 E., S.B.M.

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.  
 BY: *[Signature]*  
 DATE: 4-16-14

**H**ESS  
**D**EVELOPMENT  
**I**NC.  
 SURVEYING & ENGINEERING SERVICES  
 28039 SCOTT RD, STE D387, MURRIETA, CA 92563  
 PH: 951-325-2200 FAX: 951-639-9661

EXHIBIT C

GRANT DEED  
(attached)

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 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)  
CO:ra/080514/045FR/17.091

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

PROJECT: Lake Tamarisk Fire Station  
APN: 808-170-006 (portion)

## GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

Lake Tamarisk Development, LLC, a Delaware limited liability company, which acquired title as Lake Tamarisk Development Corporation, a California corporation

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto  
and made a part hereof

PROJECT: Lake Tamarisk Fire Station  
APN: 808-170-006 (portion)

Dated: \_\_\_\_\_

**GRANTOR:**

Lake Tamarisk Development, LLC, a Delaware limited liability company, which acquired title as Lake Tamarisk Development Corporation, a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said County and State, 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"

## LAKE TAMARISK FIRE STATION LEGAL DESCRIPTION

A PORTION OF LOT 104 OF TRACT 3662, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 58, PAGES 22 THROUGH 29 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LOCATED IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 15 EAST, S.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID LOT 104, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TAMARISK DRIVE HAVING A 33.00 FOOT NORTHERLY 1/2 WIDTH;

THENCE NORTH 25°03'49" EAST ALONG THE WESTERLY LINE OF SAID LOT 104 A DISTANCE OF 295.88 FEET;

THENCE, LEAVING SAID WESTERLY LINE, SOUTH 64°56'11" EAST A DISTANCE OF 187.44 FEET;

THENCE SOUTH 01°03'22" EAST A DISTANCE OF 235.79 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 104, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TAMARISK DRIVE HAVING A 33.00 FOOT NORTHERLY 1/2 WIDTH, SAID POINT BEING ON A CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 967.00 FEET AND A RADIAL BEARING OF SOUTH 00°04'30" EAST;

THENCE WESTERLY ALONG THE SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 304.42 FEET THROUGH A CENTRAL ANGLE OF 18°02'14" TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.50 ACRES MORE OR LESS.

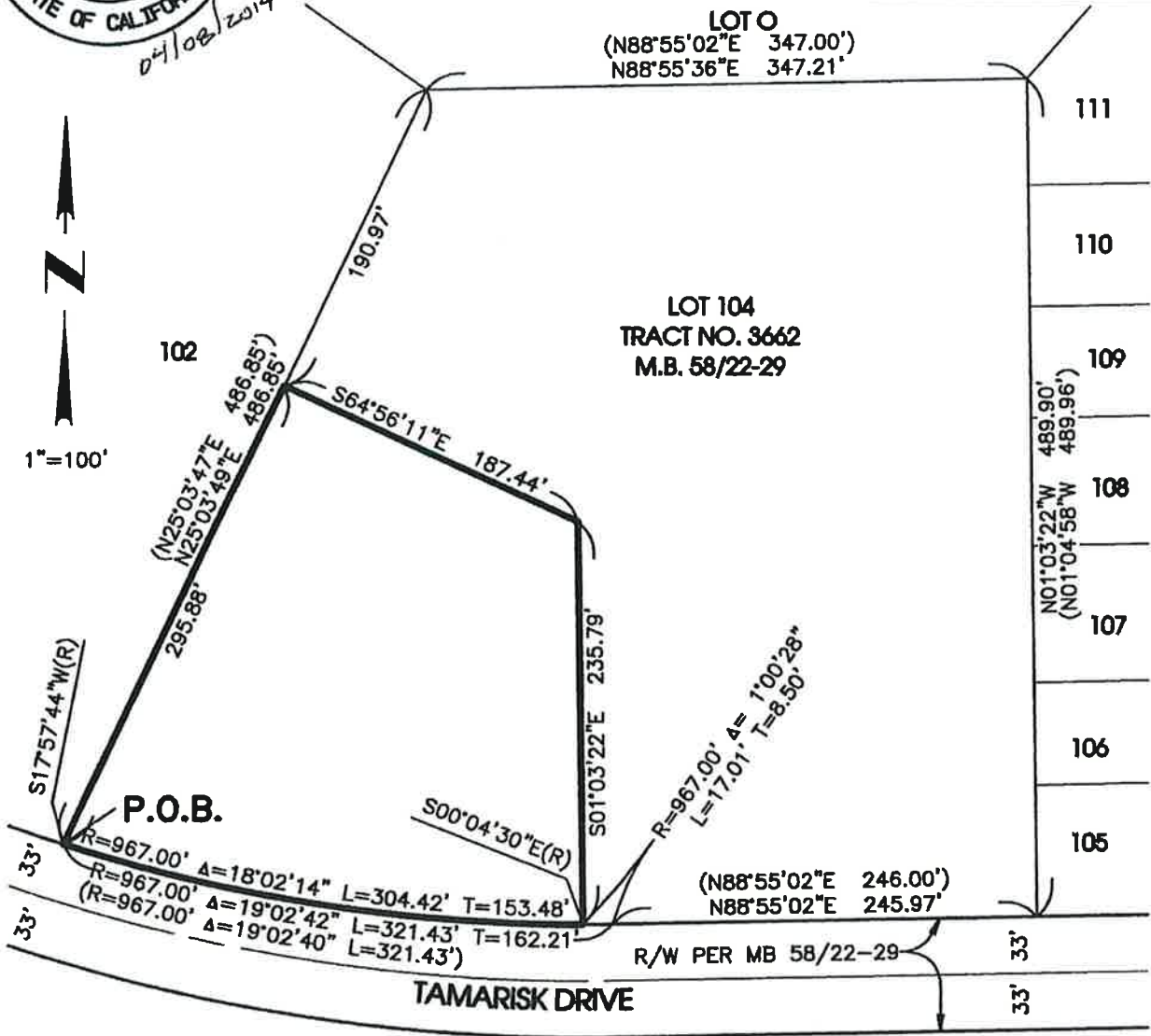
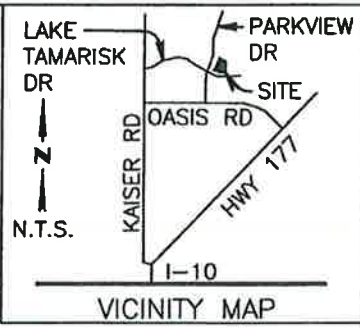
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: <u>[Signature]</u>
DATE: <u>4-16-14</u>

# EXHIBIT 'B'

LAKE TAMARISK FIRE STATION



( ) INDICATES RECORD DATA PER TRACT NO. 3662 M.B. 58/22-29  
 S. 14, T. 5 S., R. 15 E., S.B.M.

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.  
 BY: *[Signature]*  
 DATE: 4-16-14

**H**ESS  
**D**EVELOPMENT  
**I**NC.  
 SURVEYING & ENGINEERING SERVICES  
 28039 SCOTT RD, STE D387, MURRIETA, CA 92563  
 PH: 951-325-2200 FAX: 951-639-9661



Date: June 12, 2014

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

**Subject: County of Riverside Economic Development Agency Project # FM0412700045**  
Lake Tamarisk replacement fire station  
Assessor Parcel Number 808-170-006

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Lake Tamarisk replacement fire station

**Accounting String:** 524830-47220-7200400000- FM0412700045 524830

**DATE:** June 16, 2014

**AGENCY:** Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

**AUTHORIZED BY:** John Alfred, Acting Senior Environmental Planner, Economic Development Agency

**Signature:**  \_\_\_\_\_

**PRESENTED BY:** Craig Olsen, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

**ACCEPTED BY:** -

**DATE:** -

**RECEIPT # (S)** -



## NOTICE OF EXEMPTION

June 12, 2014

**Project Name:** County of Riverside, Lake Tamarisk replacement fire station

**Project Number:** FM0412700045

**Project Location:** APN: 808-170-006, Lake Tamarisk Drive, Desert Center, CA 92239.  
Latitude: 33°44'17.38"N, Longitude: -115°23'29.66"W. (See attached exhibit).

**Description of Project:** The County of Riverside is proposing to build a replacement fire station on less than 2 acres of vacant and highly disturbed land to provide emergency services to the immediate area. The replacement station will be located on the northeast portion of the property fronting Lake Tamarisk Drive, and will be replacing the dilapidated station on the adjacent corner. The new facility will consist of one small modular trailer for crew quarters and office space, and a 200 square foot accessory structure for an engine bay. Also, additional roll off bins may be placed onsite for equipment storage. Minor grading will be required; no export or import of soil will occur. Minimal paving for ingress/egress of the fire engine and vehicle parking is anticipated. Existing utility extensions, including minor street improvements, are of reasonable length to serve the new facility. The new fire station will not increase the current use of the existing fire station, and impacts related to the use of the site will remain similar to the existing operation.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15303, Class 3, New Construction or Conversion of Small Structures; Section 15304, Class 4, Minor Alterations to Land; and Section 15061 (b) (3), General Rule Exemption.

**Reasons Why Project is Exempt:** The project is 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 any impacts to scenic resources, historic resources, or unique sensitive biological environments. A biological impact report detailing the extensive degradation of the site and lack of biological resources, including use of the site by Burrowing Owls, was provided to the Economic Development Agency (EDA) on March 31, 2014. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The replacement of an already existing fire station within the

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

[www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

same general area will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

- Section 15303, Class 3 – New Construction or Conversion of Small Structures Exemption. This exemption consists of the construction and location of limited numbers of new, small facilities, or structures. The exemption includes a number of examples, none of which specifically fit the proposed project; however, Section 15303 also makes it clear that the provided examples are not exclusive. The proposed project includes only a small modular structure and accessory engine bay. Further, the project will only require minor utility extensions and minor driveway improvements. The project as proposed is similar in size and scale to the provided Class 3 examples.
- Section 15304, Class 4 – Minor Alterations to Land Exemption. This exemption consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes; including grading on land with a slope of less than 10 percent and minor temporary use of land having negligible or no permanent effects on the environment. Therefore, the minor grading of the land in preparation for the modular trailer would be covered under this exemption.
- Section 15061 - Section 15061 - General Rule Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The replacement of an already existing fire station within the same general area will not have an effect on the environment. The new fire station will not increase any potential environmental impacts from either construction or operations of the station. The use and operation of the site will be substantially similar to the existing fire station and will not create any new environmental impacts to the surrounding area. Construction of the site will only require minor grading and fabrication of a modular trailer and engine bay, along with some limited paving. A biological resource report (Regulatory Permitting Specialists; March 31, 2014) provided to EDA details the extensive onsite disturbance, as well as a lack of biological resources including Burrowing Owls sign or presence. 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.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency 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:

6.16.14

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency

Lake Tamarisk Alt 2



Selected parcel(s):  
808-170-006

LAKE TAMARISK  
- NEAR DESERT CENTER

**\*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.

REPORT PRINTED ON...Wed Feb 02 17:44:48 2011  
Version 101221

EXISTING STN

NEW SITE  
- MODULARS  
- NO TIME FRAME TO BUILD

31 March 2014



Ms. Vikki Kuntz

Riverside County Redevelopment Agency

3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor

Riverside, CA 92501

Dear Ms. Kuntz,

On March 21, 2014, Regulatory Permitting Specialists conducted a habitat assessment for desert tortoise (*Gopherus agassizii*) on Accessor's Parcel Number 808-170-006, consisting of an approximate 4.30-acre site located within the Desert Center area, in unincorporated Riverside County, California. The site is located between Parkview Drive and Catalina Way, as depicted on Figures 1 and 2. Center point coordinates (latitude and longitude) for the site are 34°44'19.14"N, 115°23'24.63"W.

### **Methodology**

The entire 4.30-acre site was walked and all plant and animal species were noted and recorded (Appendix A). Special attention was directed at habitat that would be typically associated with desert tortoise. Desert tortoise can be found in many types of desert habitat, but generally require friable soils to build nests and burrows. They are most common in desert areas with an abundance of creosote (*Larrea tridentata*) and are most active between March-June, and September-October. They prefer elevations of 1000 to 3000 feet, but can be found up to just over 7000 feet above mean sea level (AMSL).

The entire site was evaluated (100 percent coverage) and any burrows, tortoise sign (scat, carcasses, prints, etc.) or live tortoise were recorded (if found) using a hand held GPS unit. Pictures were taken of all important and representative features on the site that were used in this evaluation (Appendix B). A Geographic Information System (GIS) program was used to create figures and calculate area.

## Findings

The habitat assessment was conducted at 10:30 AM on March 21, 2014. The temperature was 76° Fahrenheit, with sunny skies and winds from 1-2 miles per hour from the southeast. The elevation at the site was about 730 feet AMSL.

The 4.30-acre site is characterized as an open lot surrounded by residential homes to the south and east, a city park to the north, and a golf course and a General Telephone antenna station to the west. The site has a paved road to the south (Lake Tamarisk Drive), with car and pedestrian traffic.

The site appears to have been maintained with a young growth of native and non-native vegetation. The site is dominated by three tree species: ironwood (*Olneya tesota*), palo verde (*Parkinsonia florida*), and olive tree (*Olea europaea*). The dominant shrub cover can be characterized as cheese bush (*Hymenoclea salsola*) which was sparse, with desert spurge (*Chamaesyce micromera*) and carpet weed (*Mollugo cerviana*) as the dominant herbaceous weed cover. Large trash piles exist on the east end of the site. It is evident that the site receives large amounts of pedestrian, motorized vehicles, and domestic pet use.

The site did not contain habitat for desert tortoise. No desert tortoise sign such as carcasses, burrows, scat, or live tortoise was seen. The site is too disturbed by human activity for desert tortoise to be present. The following factors contribute to the site's unsuitability for desert tortoise:

- evidence of high use by domestic dogs;
- evidence of the site being used by motorized vehicles;
- large amounts of trash;
- site is surrounded by residential homes, parks, golf course, and public facilities; and,
- site has heavy pedestrian use by residents.

## Conclusion

The 4.30-acre site in Desert Center, Riverside County, California located between Parkview Drive and Catalina Way, and described as Assessor's Parcel Number 808-170-006 was surveyed and assessed for desert tortoise habitat. Due to high human disturbances, high use by domestic animals, and the area being surrounded by residential, parks, and public facilities, it is concluded that no desert tortoise habitat or desert tortoise exist on the 4.30-acre site.

Thank you for the opportunity to be of service. If you need any further information, please feel free to contact our office at (951) 334-6219.

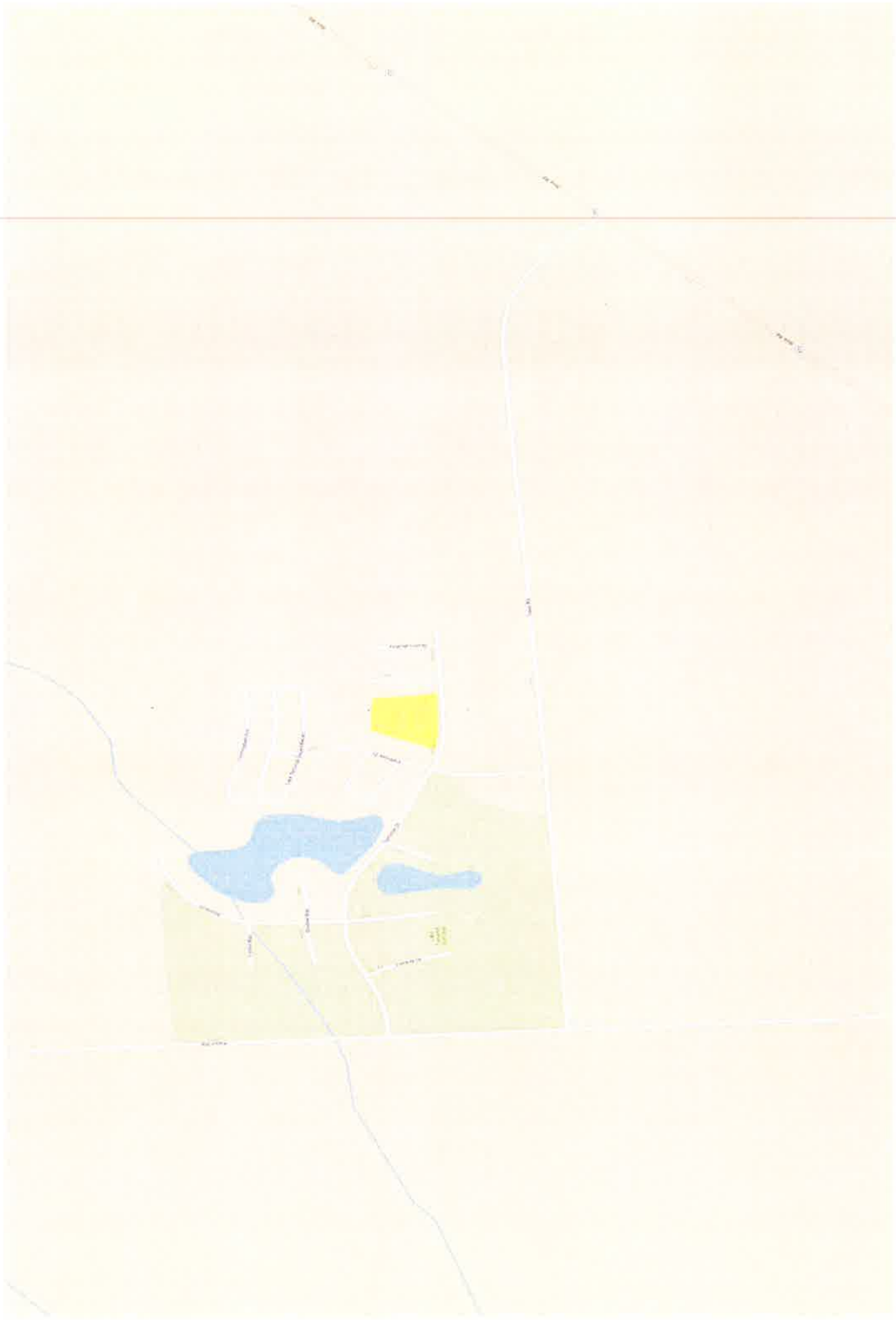
Sincerely,

Shawn Gatchel-Evans  
Senior Environmental Manager

Regulatory Permitting Specialists  
11762 De Palma Rd, Ste 1-C #34  
Corona, Calif. 92883

## FIGURES





**Location Map**  
Assessor's Parcel Number 808-170-006  
Desert Center, Riverside County, California

**Figure 1**

**Legend**

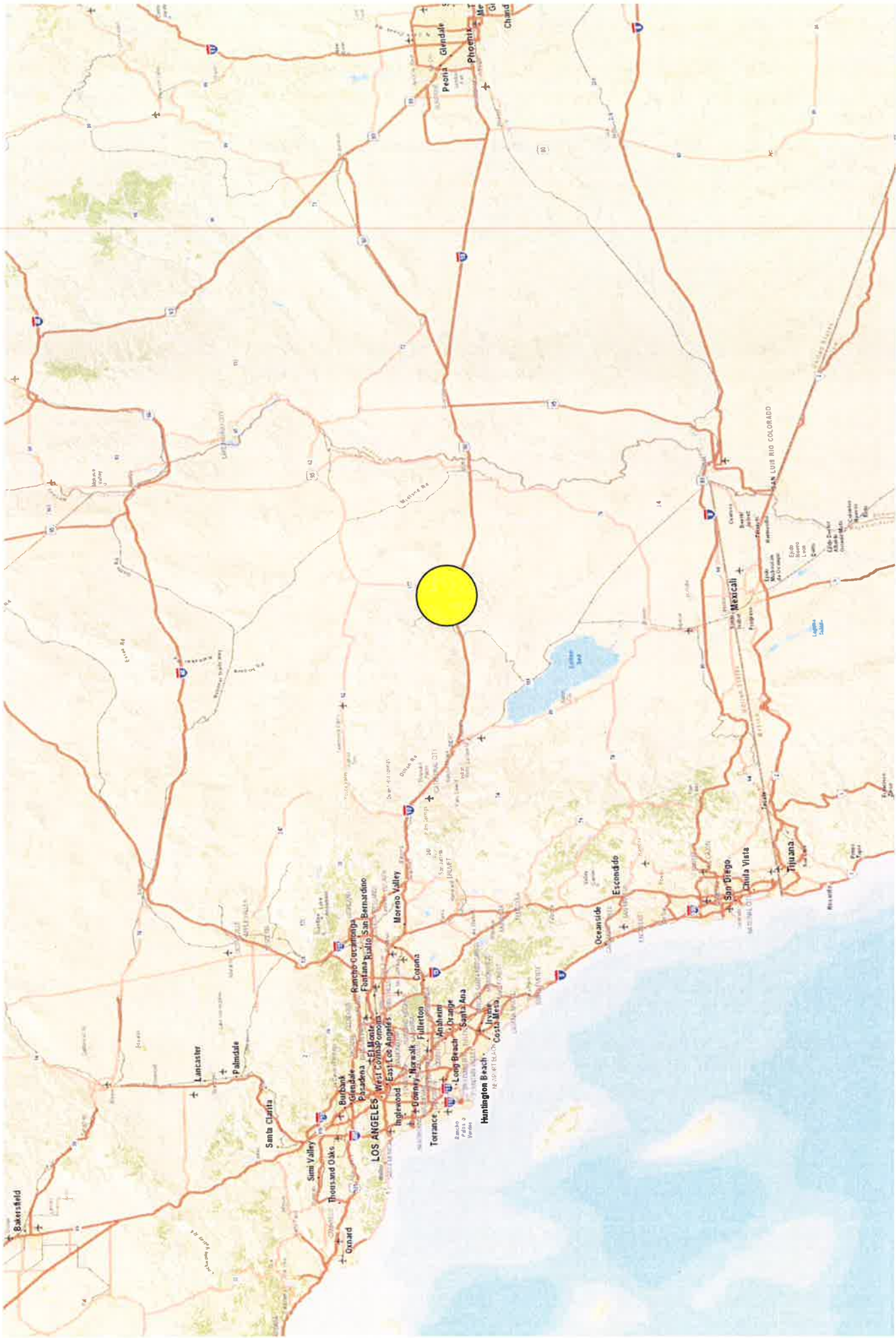


4.30-Acre Site



0 1250 Feet





**Legend**



Site Location

**Vicinity Map**  
 Assessor's Parcel Number 808-170-006  
 Desert Center, Riverside County, California  
**Figure 2**

**APPENDIX A**  
**SPECIES LISTS**

### Plant Species List

<i>Amaranthus sp.</i>	Pig weed
<i>Amorpha fruticosa</i>	Indigo bush
<i>Aster sp.</i>	Aster
<i>Brassica sp</i>	mustard
<i>Chamaesyce micromera</i>	Desert Spurge
<i>Croton californicus</i>	Desert Croton
<i>Cynodon dactylon</i>	Burmuda grass
<i>Dalea mollissima</i>	Silky daleya
<i>Encilia farinosa</i>	Brittlebush
<i>Erodium cicutarium</i>	Red stem filaree
<i>Hymenoclea sasosa</i>	Cheesebush
<i>Larrea tridentata</i>	Creosote
<i>Mollugo cerviana</i>	Carpet weed
<i>Olea europaea</i>	Olice tree
<i>Olneya tesota</i>	Iron wood
<i>Parkinsonia florida</i>	Palo Verde
<i>Sisymbrium irio</i>	London rocket
<i>Sonchus Sp.</i>	Sow Thistle
<i>Washingtonia robusta</i>	Palm tree

### Animal Species List

<i>Ammospermophilus sp</i>	Antelope squirrel
<i>Carpodacus mexicanus</i>	House finch
<i>Columba livia</i>	Collard Pigion
<i>Thomomys bottae</i>	Gopher

**APPENDIX B**  
**SITE PHOTOS**

**APN 808-170-006  
Desert Center, Riverside County, California**



Southeast corner of site facing south.



Northeast corner of site facing south.



**APN 808-170-006  
Desert Center, Riverside County, California**

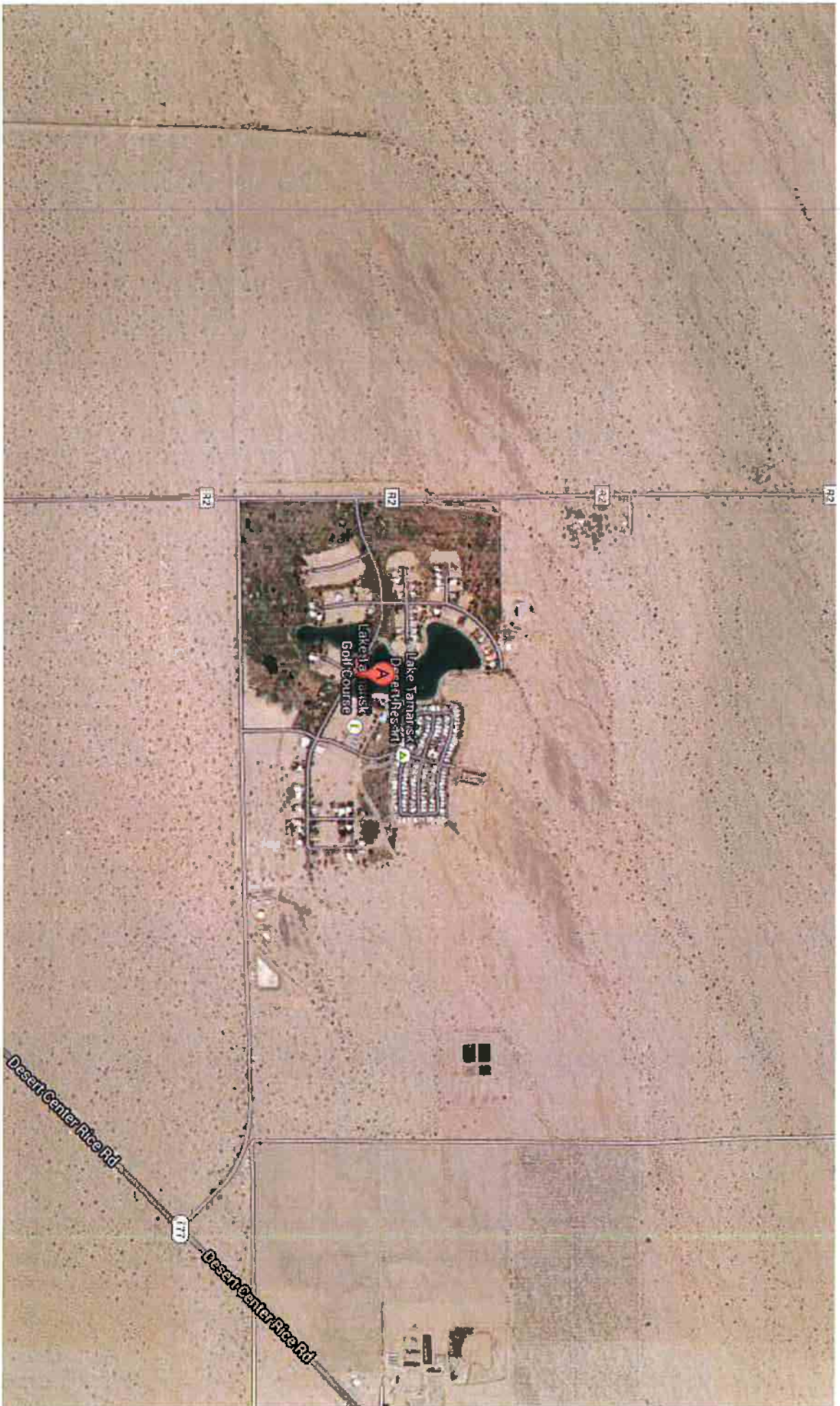


Northwest corner of site  
facing west.



Southwest corner of site  
facing west.







# MAP

