

FORM APPROVED COUNTY COUNSEL 2/24/15  
 BY: GREGORY P. PRIAMOS DATE  
 Deputy Counsel

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

367



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

**SUBMITTAL DATE:**  
 March 12, 2015

**SUBJECT:** Resolution No. 2015-007, Authorization to Purchase Real Property Located in Hemet, District 3, CEQA Exempt, [\$98,830], 100% Fleet Services Department Budget

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

1. Find that the purchase of the vacant parcel is exempt from the provisions of California Environmental Quality Act (CEQA) Guidelines Section 15301(d), Class I, Existing Facilities Exemption, Section 15311(b), Class 11 Accessory Structures Exemption and Section 15061 (b) (3) General Rule Exemption;
2. Adopt Resolution No. 2015-007, Authorization to Purchase Real Property in Hemet, adjacent to 824 N. State Street, Hemet, County of Riverside, identified as Assessor's Parcel Number 439-100-006, from Valley Restart Shelter, a California non-profit corporation;

(Continued)

**FISCAL PROCEDURES APPROVED**  
**PAUL ANGULO, CPA, AUDITOR-CONTROLLER**  
 BY: Esteban Hernandez 3/12/15

*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	\$ 98,830	\$ 0	\$ 98,830	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% Fleet Services Department Budget  
**Budget Adjustment:** No  
**For Fiscal Year:** 2014/15

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *Rohini Dasika*  
 Rohini Dasika  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

By: *Lisa Brandl*  
 Lisa Brandl, Director of Purchasing  
 Purchasing Department

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

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

Economic Development Agency/Facilities Management

**FORM 11:** Resolution No. 2015-007, Authorization to Purchase Real Property Located in Hemet, District 3, CEQA Exempt, [\$98,830], 100% Fleet Services Department Budget

**DATE:** March 12, 2015

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**RECOMMENDED MOTION:** (Continued)

3. Approve the Agreement of Purchase and Sale with Joint Escrow Instructions between the County and Valley Restart Shelter, a California non-profit corporation, and authorize the Chairman to execute the documents necessary to complete the purchase of the real property;
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to administer any other actions to complete this transaction;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval by the Board; and
6. Authorize reimbursement to EDA/Real Estate for costs incurred for all acquisition expenses. The amount to be reimbursed to EDA/Real Estate shall not exceed \$4,830 in due diligence costs and \$12,000 for staff time.

**BACKGROUND:**

**Summary**

Fleet Services is responsible for managing the County's light vehicle fleet to provide reliable and safe transportation for a wide range of local government functions. The services to County Departments include: purchasing the best vehicles to meet the operational needs of departments, maintaining and servicing vehicles in a cost effective manner, and monitoring the use of vehicles in accordance with policies established by the Board of Supervisors.

The Hemet Riverside County Fleet Service facility adjacent to 824 N. State Street, which serves fleet service needs in southwestern Riverside County, is considering redesigning its facility to improve operational functionality. The current configuration of the service building has the service bay doors on the north side, immediately adjacent to the fuel pumps, which creates ingress/egress and other logistical challenges for County employees as they refuel and for Fleet employees working on vehicles in the service garage. Acquiring land south of the service garage would allow for the addition of rollup doors on the south side of the building and provide better ingress/egress and eliminate access and safety concerns.

Pursuant to the California Environmental Quality Act ("CEQA"), the County has reviewed and determined that the purchase of the Property as being categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15301(d), 15311(b), and 15061(b)(3) because the proposed project is the purchase of real property involving the transfer of title to the real property for the use of access to the existing County Fleet Services facility property located adjacent to the Property which will have no significant impacts on the environment.

In order to accomplish a future improvement of the existing facility and improve operational functionality, the County has negotiated the purchase of the property identified as Assessor's Parcel Number 439-100-006, situated adjacent to and south of the Fleet Service site.

Resolution No. 2015-007, the Agreement of Purchase and Sale with Joint Escrow Instructions and the Grant Deed have been approved as to legal form by County Counsel.

(Continued)

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

Economic Development Agency/Facilities Management

**FORM 11:** Resolution No. 2015-007, Authorization to Purchase Real Property Located in Hemet, District 3, CEQA Exempt, [\$98,830], 100% Fleet Services Department Budget

**DATE:** March 12, 2015

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**Impact on Citizens and Businesses**

The impact to the Fleet Service Center will be generally positive as the potential acquisition for the vacant parcel located contiguous to the subject property will allow for a future improvement project. In addition, the eventual construction phase will provide important construction jobs throughout the construction phase.

**Additional Fiscal Information**

EDA has already covered most of the costs for due diligence and a preliminary title report.

Purchase Price	\$	82,000
Estimated Escrow and Title Charges	\$	1,330
Phase I - Environmental	\$	2,000
Advertise	\$	1,500
Staff Labor	\$	12,000
<b>Total</b>	<b>\$</b>	<b>98,830</b>

**FINANCIAL DATA:**

All associated costs for this acquisition will be fully funded through the Fleet Services Department budget for FY 2014/15. No net County costs will be incurred as a result of this transaction.

Attachments:

Resolution No. 2015-007

Agreement of Purchase & Sale with Joint Escrow Instructions

Notice of Exemption

Grant Deed

1 Board of Supervisors

County of Riverside

2  
3 Resolution No. 2015-007

4 Authorization to Purchase Fee Interest in Real Property  
5 Located in Hemet, County of Riverside, State of California  
6 Assessor's Parcel Number 439-100-006  
7

8 **WHEREAS**, Valley Restart Shelter, a California non-profit corporation,  
9 ("Seller"), is the owner of certain real property located in the City of Hemet, County of  
10 Riverside, State of California, consisting of approximately .474 acres (20,376 square  
11 feet) of vacant land, identified with Assessor's Parcel No. 439-100-006, ("Property");  
12 and

13 **WHEREAS**, the County of Riverside is the owner of real property, commonly  
14 known as 824 N. State Street, with Assessor's Parcel Number 439-100-040, which is  
15 occupied by Riverside County Fleet Services Department ("County Property") and located  
16 adjacent to the Property; and

17 **WHEREAS**, the existing Fleet Services Center serves as a fueling facility and  
18 maintenance garage that lacks space for its operational function and in need of  
19 additional land to allow for future alterations and development; and

20 **WHEREAS**, the County has negotiated the purchase of the Property located  
21 adjacent to the County Property in order to provide County Fleet Services the additional  
22 space to develop an improved facility for better functionality and performance; and

23 **WHEREAS**, the County has reviewed and determined that the purchase of the  
24 Property as being categorically exempt from the California Environmental Quality Act  
25 ("CEQA") pursuant to CEQA Guidelines Section(s) 15301(d), 15311(b), and  
26 15061(b)(3) because the proposed project is the purchase of real property involving the  
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FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 2-23-15  
DATE  
SYNTHIA M. GUNZEL  
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1 transfer of title to the real property for the use of access to the existing property located  
2 adjacent to the Property which will have no significant impacts on the environment; and

3 **WHEREAS**, the County of Riverside ("County") desires to acquire from Seller  
4 and the Seller desires to sell to the County the Property pursuant to the terms of an  
5 Agreement for Purchase and Sale of Real Property with Joint Escrow Instructions; now,  
6 therefore,

7 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the  
8 Board of Supervisors of the County of Riverside, California, ("Board"), in regular  
9 session assembled on March 24, 2015, in the meeting room of the Board of  
10 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon  
11 Street, Riverside, California, that this Board, based upon a review of the evidence and  
12 information presented on the matter, as it relates to this acquisition has determined that  
13 the proposed acquisition project is categorically exempt from CEQA pursuant to CEQA  
14 Guidelines Sections 15301(d), 15311(b), and 15061(b)(3) because it can be seen with  
15 certainty that there is no possibility that the activity in question will have a significant  
16 effect on the environment because the County is merely purchasing the interest in real  
17 property to provide better access to the County Property to improve the operations and  
18 use of the Fleet Services Center.  
19

20 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board  
21 authorizes the purchase of the Property, at or after 9:00 a.m., more particularly  
22 described as Exhibit "A", attached hereto and thereby made a part hereof, consisting of  
23 approximately 0.474 acres of vacant land at a purchase price of Eighty Two Thousand  
24 Dollars (\$82,000), plus costs and fees of Sixteen Thousand Eight Hundred and Thirty  
25 Dollars (\$16,830) from Valley Restart Shelter by Grant Deed. All costs associated with  
26 the transaction of this property are fully funded by County Fleet Services in the budget  
27 for FY 2014/15. No net county costs will be incurred as a result of this transaction.  
28

1           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board  
2 approves the Agreement for Purchase and Sale with Joint Escrow Instructions between  
3 the County and Valley Restart Shelter and that the Chairman of the Board is authorized  
4 to execute the Agreement on behalf of the County and the certificate of acceptance  
5 conveying the real property interest in favor of the County to complete the purchase  
6 and for recordation.

7           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of  
8 the Board has given notice hereof as provided in Sections 25350 and 6063 of the  
9 California Government Code.  
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## **EXHIBIT "A"**

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006

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

**BY AND BETWEEN**

**VALLEY RESTART SHELTER, a California non-profit corporation**

**AS SELLER**

**AND**

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

**AS BUYER**

**RELATING TO**

**Assessor's Parcel Number 439-100-006**



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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") and VALLEY RESTART SHELTER, a California non-profit corporation ("Seller").

Buyer and Seller agree as follows:

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

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

(b) **Property:** Seller is the owner of certain real property consisting of approximately 20,376 square feet of vacant land situated on Assessor's Parcel Number 439-100-006, as further described or depicted in Exhibit "A" attached hereto and incorporated herein;

(c) **Purchase Price:** The Purchase Price for the Property is Eighty Two Thousand Dollars (\$82,000.00).

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

(e) **Title Company:** Lawyers Title Insurance Company at the address set forth in subparagraph (h) below, Joe Lardieri is assigned as the Title Officer;

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

(g) **Closing Date:** The Closing Date shall be no later than sixty days after the date of approval of this agreement by the Board of Supervisors for the County of Riverside, 2015, and Seller shall grant Buyer one 30-day extension to close Escrow, if requested by Buyer, or as otherwise agreed to by both parties;

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

Seller: Valley Restart Shelter, a California nonprofit corporation  
Attn: Linda Rogers, Executive Director  
200 E. Menlo Avenue  
Hemet, CA 92543  
Telephone: 951-766-7476  
Email: [ldotlou@aol.com](mailto:ldotlou@aol.com)

Buyer: County of Riverside  
Attn: Vincent Yzaguirre  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501  
Telephone: (951) 955-9011  
Fax: (951) 955-4837  
Email: [vyzaguirre@rivcoeda.org](mailto:vyzaguirre@rivcoeda.org)

Escrow Holder:  
Attn: Colleen Graves  
Address: 625 Carnegie Drive, Suite 125  
City: San Bernardino, CA  
Telephone: 909-963-5570  
Email: [GGraves@ltic.com](mailto:GGraves@ltic.com)

Title Company: Lawyers Title Company  
Address: 3480 Vine Street  
City: Riverside, CA 92507  
Attn: Joe Lardieri  
Email: [Jlardieri@ltic.com](mailto:Jlardieri@ltic.com)

- (i) **Exhibits:**  
Exhibit A - Legal Description of Property  
Exhibit B - Form of Deed

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon with the exception of any covenants, conditions and restrictions which must be removed by Seller prior to the purchase.

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

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

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

5. **Deliveries to Escrow Holder.**

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

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

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

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

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

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

(c) A duly executed copy of the approval of the Board of Supervisors Authorization to Purchase and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document; and

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

6. **Condition of Title.**

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

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

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

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

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

(a) Title. Buyer has obtained a Preliminary Report for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report, Buyer hereby objects to the exceptions 9 and 11, the "Objectionable Exceptions", as shown in the Preliminary Report. Seller will have ten (60) days after receipt of a copy of the Preliminary Report to advise Buyer and Escrow in writing that:

(i) Seller will remove any Objectionable Exceptions or obtain appropriate endorsements to the title policy on or before the Closing Date; or

(ii) Seller will not cause the Objectionable Exceptions to be removed. If Seller advises Buyer that it will not cause the exceptions to be removed, Buyer will have ten (10) days to elect, at its sole remedy, to:

(a) Proceed with the purchase and acquire the Property, subject to the Objectionable Exceptions; or

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

If Seller commits to remove any Objectionable Exception and fails to do so by the Closing Date, then Seller will be in default under this Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue any remedies available at law or in equity.

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

(c) Delivery of Information. Seller shall deliver to Buyer, copies of all surveys, past hazardous material studies, soils reports, including engineers' reports, and studies and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

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

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

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

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

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

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

7.3 Termination of Agreement. Buyer will have 30 business days from the mutual execution of this Agreement Purchase and Sale to approve or disprove of the condition of the property. During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

**8. Due Diligence by Buyer.**

8.1 Matters To Be Reviewed. As of the Closing Date, Buyer has completed its due diligence investigation of and has approved each of the following matter:

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

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

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

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

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

(b) Not reasonably discoverable prior to the Effective Date and that matter is one which:

(i) Would appear as an exception to the Title Policy; or

(ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 17.2 below; and

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (5) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

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

8.3 Condition & Delivery of Premises. The property will be purchased subject to the conditions set forth in this Agreement, with free and clear title delivered by Seller.

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

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

11. **Costs and Expenses.**

Seller will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) One half of the escrow and recording fees; and
- (d) Seller's share of prorations.

Buyer will pay:

- (a) One half of the escrow and recording fees;
- (b) ALTA Extended Owner's Policy and any title endorsements; and
- (c) Buyers share of prorations.

12. **Prorations.**

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

12.2 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 13 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

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

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 11, 12 and 18.1, (b) disburse the balance of the Purchase Price and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

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

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

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

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

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

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

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

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

**15. Indemnification.**

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. Seller shall also indemnify Buyer from any claim, action, costs or expenses arising from any hazardous substance discovered at the property, not previously disclosed by Seller.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits arising out of the ownership and/or operation of the Property after the Closing Date or any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any document delivered to Seller pursuant to this Agreement.

**16. Hazardous Substances.**

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

16.2 Seller's Representations and Warranties. Except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement:

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

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



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

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

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

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

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

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

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

17. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either FedEx or United Parcel Service to be delivered by overnight delivery. All notices sent by mail will be deemed received three (3) days after the date of mailing; and all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending party receives a confirmation of actual delivery from the courier).

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

18.9 Survival. Sections 12, 15, 17 and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year signed by the Board of Supervisor of the County of Riverside.

COUNTY OF RIVERSIDE

SELLER:

VALLEY RESTART SHELTER, a  
California non-profit corporation

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisor

By: Linda Rogers  
Printed: Linda Rogers  
Its: Executive Director

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



## NOTICE OF EXEMPTION

January 5, 2015

**Project Name:** County of Riverside, Resolution No. 2015-007 Authorization to Purchase Real Property located in Hemet

**Project Number:** FM0417300002

**Project Location:** APN: 439-100-006; 824 N. State Street, Hemet, CA. Riverside County, California. Latitude: 33°45'36.7148"N; Longitude: -116°58'13.9701"W (See attached exhibit)

**Description of Project:** County of Riverside Fleet Services is responsible for managing the County's light vehicle fleet to provide reliable and safe transportation for a wide range of local government functions. The services to County Departments include purchasing the best vehicles to meet the operational needs of departments, maintaining and servicing vehicles in a cost effective manner, and monitoring the use of vehicles in accordance with policies established by the Board of Supervisors. The Hemet Riverside County Fleet Service facility which serves fleet service needs in southwestern Riverside County is considering redesigning its facility to improve operational functionality. The current configuration of the service building has the service bay doors on the north side, immediately adjacent to the fuel pumps, which creates ingress/egress and other logistical challenges for County employees as they refuel and for Fleet employees working on vehicles in the service garage. Acquiring land south of the service garage would allow for the addition of rollup doors on the south side of the building and provide better ingress/egress and eliminate access and safety concerns. The inclusion of rollup doors to the existing structure will entail minor exterior improvements. Additionally, paving of the additional land may be required; however, paving would be limited to a maximum of approximately .474 acres of area. Once complete, no changes to existing operations would occur. In order to accomplish a future improvement of the existing facility and improve operational functionality, the County is negotiating the purchase of the adjacent property at 824 N. State Street, identified as Assessor's Parcel Number 439-100-006, situated south of the Fleet Service site. The impact to the Fleet Service Center will be generally positive as the potential acquisition for the vacant parcel located contiguous to the subject property will allow for a future improvement project. In addition, the eventual construction phase will provide important construction jobs throughout the construction phase.

**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 15301, Existing Facilities; Section 15311, Accessory Structures; and Section 15061, General Rule Exemption.

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

**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 exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project only involves the purchase of real property and minor improvements to the existing structure which will not have a physical effect on the environment. Further, the purchase will allow for future improvements to the existing facility and improved operational functionality, including better vehicle ingress/egress access and safety. Neither the purchase nor future paving of the vacant property will substantially increase the use of the site or eliminate biological resources or habitat. Therefore, no environmental impacts are anticipated to occur.

- Section 15301 (a) – Class 1 Existing Facilities Exemption. The project as proposed is the purchase of real property and the minor alteration of the existing structure. The addition of rollup doors and minor paving of the existing site will not result in any physical environmental impacts during construction. The improvements are minor and once complete, the site will continue to operate in a similar manner.
- Section 15311 (b) – Class 11 Accessory Structures Exemption. This exemption allows for the placement of minor structures, including but not limited to small parking lots that are accessory to existing institutional facilities. The project includes the acquisition of adjacent property for use of access to the existing Hemet Fleet Service Center. The land will be paved and utilized to improve existing ingress/egress at the site.
- Section 15061 (b) (3) - General Rule Exemption. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The acquisition of real property would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. The inclusion of rollup doors to the existing structure and any future paving of the vacant and degraded property for use as a driveway access would not involve any physical environmental impacts during construction. No biological habitat exists, and the acquisition of the property is merely to improve the operational functionality of the existing and ongoing use of the adjacent Hemet Fleet Service Center. Once these minor improvements are complete, the service center will continue to operate in a similar manner. No operational impacts would occur. 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 exemption 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: 1/5/15

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





APN 439-100-006

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: Resolution No. 2015-007, Authorization to Purchase Real Property located in Hemet, District 3

Accounting String: **Fund: 524830-47220-7200400000-FM0417300002**

DATE: January 5, 2015

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: Tracy Kaiser, Development Specialist, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: January 5, 2015

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 # FM0417300002**  
Resolution No. 2015-007, Authorization to Purchase Real Property located in Hemet, District 3

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



## EXHIBIT B

COPY

Recorded at request of and return to:  
Economic Development Agency  
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)

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

PROJECT: HEMET FLEET EXPANSION  
APN: 439-100-006

## GRANT DEED

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

VALLEY RESTART SHELTER, a California nonprofit corporation

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

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

## **EXHIBIT "A"**

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006

PROJECT: HEMET FLEET EXPANSION  
APN: 439-100-006

Dated: 1/27/2015

GRANTOR:

VALLEY RESTART SHELTER, a California  
nonprofit corporation

By: Linda Rogers

State of California )  
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 and that by his/her/their signature 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  
is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date \_\_\_\_\_

GRANTEE:

By: \_\_\_\_\_  
Robert Field,  
Assistant County Executive Officer/EDA

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

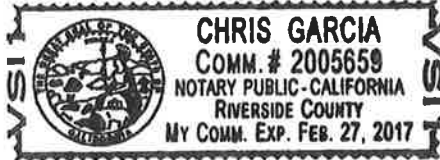
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On Jan, 27 2015 before me, Chris Garcia (Notary Public)  
Date Here Insert Name and Title of the Officer  
personally appeared Linda Rogers  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
 BY: *Anita C. Williams* 12-18-14  
 ANITA C. WILLIAMS, Concurrence DATE



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

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

**SUBMITTAL DATE:**  
 December 30, 2014

**SUBJECT:** Resolution No. 2015-006, Notice of Intention to Purchase Real Property Located in Hemet, District 3

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

1. Adopt Resolution No. 2015-006, Notice of Intention to Purchase Real Property identified as Riverside County Assessor's Parcel Number 439-100-006;
2. Authorize the Real Estate Division of the Economic Development Agency to negotiate for the purchase of .474 acres of vacant land for an estimated \$82,000 and to incur typical transaction costs including staff time, appraisal cost, title insurance, environmental review and other due diligence costs not to exceed \$16,830;

(Continued)

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Esteban Hernandez* 12/23/14  
 Esteban Hernandez

*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	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: NO	
				For Fiscal Year: 2014/15	

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

APPROVE  
 BY: *Rohini Dasika*  
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended, *and is set for public meeting on or after February 10, 2015 at 9:00 a.m.*

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: January 13, 2015  
 xc: EDA, COB

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

By: *Lisa Brandl*  
 Lisa Brandl  
 Director of Purchasing and Fleet Services

A-30  
 Positions Added  
 Change Order  
 4/5 Vote

Prev. Agn. Ref.: | District: 3 | Agenda Number:

**3-5**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
Economic Development Agency/Facilities Management

**FORM 11:** Resolution No. 2015-006, Notice of Intention to Purchase Real Property Located in Hemet, District 3

**DATE:** December 30, 2014

**PAGE:** 2 of 2

**RECOMMENDED MOTION:** (Continued)

3. Direct the Clerk of the Board to advertise in accordance with Section 6063 of the Government Code.

**BACKGROUND:**

**Summary**

Fleet Services is responsible for managing the County's light vehicle fleet to provide reliable and safe transportation for a wide range of local government functions. The services to County Departments include: purchasing the best vehicles to meet the operational needs of departments, maintaining and servicing vehicles in a cost effective manner, and monitoring the use of vehicles in accordance with policies established by the Board of Supervisors.

The Hemet Riverside County Fleet Service facility adjacent to 824 N. State Street, which serves fleet service needs in southwestern Riverside County, is considering redesigning its facility to improve operational functionality. The current configuration of the service building has the service bay doors on the north side, immediately adjacent to the fuel pumps, which creates ingress/egress and other logistical challenges for County employees as they refuel and for Fleet employees working on vehicles in the service garage. Acquiring land south of the service garage would allow for the addition of rollup doors on the south side of the building and provide better ingress/egress and eliminate access and safety concerns.

In order to accomplish a future improvement of the existing facility and improve operational functionality, the County is negotiating the purchase of the property identified as Assessor's Parcel Number 439-100-006, situated south of the Fleet Service site.

The real estate due diligence costs are for a not-to-exceed amount of \$16,830. These costs, as well as the cost of acquisition will be fully funded through the Fleet Services Department budget. Board authorization for all associated costs will be requested after due diligence activities have been completed and approval of authorization to purchase the land is required.

**Impact on Citizens and Businesses**

The impact to the Fleet Service Center will be positive as the potential acquisition for the vacant parcel located contiguous to the subject property will allow for a future improvement project. In addition, the eventual construction phase will provide important construction jobs throughout the construction phase.

**Attachment:**

Aerial photograph

2

3 **RESOLUTION NO. 2015-006**

4 **NOTICE OF INTENTION TO PURCHASE REAL PROPERTY**

5 **LOCATED AT 824 N. STATE STREET,**

6 **CITY OF HEMET, CALIFORNIA**

7 (Assessor's Parcel Number 439-100-006)

8

9 **WHEREAS**, the County of Riverside owns and operates a County Fleet Service  
 10 site adjacent to 824 N. State Street, Hemet, CA. The Fleet Service facility provides  
 11 maintenance and services to light fleet vehicles for the County of Riverside;

12 **WHEREAS**, the facility is deemed deficient due to its orientation and current  
 13 design, presenting challenges to daily operations;

14 **WHEREAS**, the County is negotiating a purchase for the property identified as  
 15 Assessor's Parcel Number 439-100-006, situated south of the existing County Fleet  
 16 Service property; and

17 **WHEREAS**, the potential acquisition would allow for additional space to modify  
 18 the current design of the Fleet Service facility and improve operational functionality.

19 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of  
 20 Supervisors of the County of Riverside in regular session assembled on January 13,  
 21 2015, and **NOTICE IS HEREBY GIVEN**, pursuant to Section 25350 of the Government  
 22 Code that this Board at its public meeting on or after February 10, 2015, at 9:00 a.m. in  
 23 the meeting room of the Board of Supervisors located on the 1st floor of the County  
 24 Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a  
 25 transaction in which the County of Riverside will purchase certain real property located  
 26 adjacent to 824 N. State Street in the City of Hemet, County of Riverside, California,  
 27 identified as Assessor's Parcel Number 439-100-006, more particularly described as

28

FORM APPROVED COUNTY COUNSEL  
 BY: PATRICIA MUNROE  
 DATE: 1/13/15



1 Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately  
2 0.474 acres of vacant land at a purchase price not-to-exceed \$82,000.

3 BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate  
4 Division of EDA is expected to expend approximately \$16,830 for typical transaction  
5 costs including staff time, title insurance, environmental report, and other due diligence  
6 studies of the property.

7 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
8 Supervisors is directed to give notice hereof as provided in Section 6063 of the  
9 Government Code.

10  
11  
12 ROLL CALL:

13  
14 Ayes: Jeffries, Tavaglione, Benoit and Ashley  
15 Nays: None  
16 Absent: None

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

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
KECIA HARPER-IHEM, Clerk of said Board

By 

Deputy

TK:ra/120114/002PU/17.279 S:\Real Property\TYPING\Docs-17.000 to 17.499\17.279.doc

## **EXHIBIT "A"**

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

January 15, 2015

THE PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

FAX (951) 368-9018  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2015-006**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **3 consecutive Tuesdays: January 20, 2015, January 27, 2015 and February 3, 2015.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

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**From:** PEC Legals Master <legalsmaster@pe.com>  
**Sent:** Thursday, January 15, 2015 8:12 AM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Resolution No. 2015-006

Received for publication on Jan. 20, Jan. 27 and Feb. 3. Proof with cost to follow.

Thank You!  
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**Please Note: Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish. \*\*Additional days required for larger ad sizes\*\***

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**From:** Gil, Cecilia <[CCGIL@rcbos.org](mailto:CCGIL@rcbos.org)>  
**Sent:** Thursday, January 15, 2015 7:54 AM  
**To:** PEC Legals Master  
**Subject:** FOR PUBLICATION: Resolution No. 2015-006

Good morning! Attached is a Notice of Public Meeting for publication on 3 Tuesdays: Jan. 20, Jan. 27 and Feb. 3, 2015. Please confirm. THANK YOU!

*Cecilia Gil*  
Board Assistant  
Clerk of the Board  
951-955-8464  
MS# 1010

**NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE**

**RESOLUTION NO. 2015-006**

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY  
LOCATED AT 824 N. STATE STREET  
CITY OF HEMET, CALIFORNIA  
(Assessor's Parcel Number 493-100-006)

**WHEREAS**, the County of Riverside owns and operates a County Fleet Service site adjacent to 824 N. State Street, Hemet, CA. The Fleet Service facility provides maintenance and services to light fleet vehicles for the County of Riverside;

**WHEREAS**, the facility is deemed deficient due to its orientation and current design, presenting challenges to daily operations;

**WHEREAS**, the County is negotiating a purchase for the property identified as Assessor's Parcel Number 439-100-006, situated south of the existing County Fleet Service property; and

**WHEREAS**, the potential acquisition would allow for additional space to modify the current design of the Fleet Service facility and improve operational functionality.

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on January 13, 2015, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after February 10, 2015, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the County of Riverside will purchase certain real property located adjacent to 824 N. State Street in the City of Hemet, County of Riverside, California identified as Assessor's Parcel Number 439-100-006, more particularly described as Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately 0.474 acres of vacant land at a purchase price not-to-exceed \$82,000.

BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately \$16,830 for typical transaction costs including staff time, title insurance, environmental report, and other due diligence studies of the property.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

**(INSERT EXHIBIT A)**

**ROLL CALL:**

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on January 13, 2015.

KECIA HARPER-IHEM, Clerk of said Board  
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: January 15, 2015

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

## **EXHIBIT "A"**

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006