

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

354



SUBMITTAL DATE:
June 18, 2015

FROM: Economic Development Agency

SUBJECT: Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the Unincorporated Community of Oasis in the County of Riverside, California; Resolution No. 2015-103 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 4, [\$9,400] 100% Sale Proceeds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15312 (a)(b)(3) Sale of Surplus Government Property Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption;
2. Conduct a public hearing on June 30, 2015, to open written bids and call for oral bidding for certain real property located in the unincorporated community of Oasis in the County of Riverside, California, portion of Assessor's Parcel Number 737-240-003;
3. At the close of the public hearing accept one bid or reject all bids, or continue the matter for further consideration;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 6/18/15

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	\$ 9,400	\$ 0	\$ 9,400	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% Sale Proceeds				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

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE: 6/2/15

Hans Kernkamp
General Manager-Chief Engineer
Environmental Concurrence

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

Prev. Agn. Ref.: 3-7 of 06/02/15 | District: 4 | Agenda Number:

9-1

FORM 11: Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the Unincorporated Community of Oasis in the County of Riverside, California; Resolution No. 2015-103 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 4, [\$9,400] 100% Sale Proceeds

DATE: June 18, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (continued)

4. Acceptance of Highest Bid, Authorization to Sell and Approval of Agreement – Optional Motions for the Board's Selection:
 - a. In the event that the Board desires to accept the highest bid, adopt Resolution No. 2015-103 Authorization to Sell Real Property located in the Unincorporated Community of Oasis in the County of Riverside, State of California; Approval of Offer and Agreement to Purchase Real Property, Portion of Assessor's Parcel Number 737-240-003 to authorize the sale and approve the agreement with the successful bidder to move forward with the sales transaction;
OR
 - b. In the event that no bids are received or the Board rejects all bids, the Board authorizes EDA – Real Estate to continue to market the subject Property for sale.
5. If an offer is accepted by the Board of Supervisors during the public hearing, reimburse the Real Property Real Estate Division of the Economic Development Agency in an amount not to exceed \$9,400 from proceeds of the accepted offer;
6. Authorize the sales proceeds to be deposited in the Waste Management Department's account; and
7. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

BACKGROUND:

Summary

On June 2, 2015, the Board of Supervisors adopted Resolution No. 2015-029, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the Unincorporated Community of Oasis in the County of Riverside, State of California, Portion of Assessor's Parcel Number 737-240-003, declaring a portion of real property identified as Assessor's Parcel Number 737-240-003 (The Property) to be surplus real property and invited bids to acquire the Property at the date set for the bids to be reviewed and considered by the Board. The property is located on the western edge of the Oasis Landfill and consists of 5.8 acres of the larger 149.73 acre parcel.

For efficiency in the public bidding process, after all the bids, both written and oral, have been reviewed and considered by the Board, the Board may choose to accept the highest bid, authorize to sell the real property, approve the agreement for the purchase and sale of the property and direct the Chairman of the Board to execute the agreement and the deed at the close of the public hearing. In the event that no bids are received or the Board desires to reject all the bids reviewed and considered, the Board may authorize the Economic Development Agency – Real Estate Division to continue to market this Property for sale. If a party is interested in purchasing the Property under the terms and conditions set by the Board in the Resolution No 2015-029 and the Bid Forms, the proposal shall be submitted to the Board for its review and consideration on whether to accept the proposal.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency
FORM 11: Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the Unincorporated Community of Oasis in the County of Riverside, California; Resolution No. 2015-103 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 4, [\$9,400] 100% Sale Proceeds
DATE: June 18, 2015
PAGE: 3 of 3

BACKGROUND:
Summary (Continued)

Pursuant to the California Environmental Quality Act (CEQA), the Sale was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Sections 15061 (b)(3) General Rule Exemption and 15312 (a)(b)(3) – Surplus Government Property Sales. The proposed project is the sale of property involving of real property that is no longer needed for the use by or purposes of the County does not have significant values for wildlife habitat or other environmental purposes and the use of the property and adjacent property has not change since the time of acquisition by the County.

Resolution No. 2015-103, the Offer and Agreement to Purchase Real Property and Quitclaim Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

Based upon the appraised value less County staff costs and expenses, this sale is expected to generate approximately \$41,000. The sale proceeds and revenue will enable the County to direct these funds to provide better and necessary services to the residents and businesses of the County.

SUPPLEMENTAL:
Additional Fiscal Information

The Real Estate Division of the Economic Development Agency will be reimbursed for any and all costs associated with the sale of this property, as itemized below, through the gross proceeds of this sale. No net county costs will be incurred and no budget adjustment is necessary.

Advertising Costs	\$ 1,500
Acquisition (Minimum Bid)	\$ 40,600
Labor Costs	\$ 7,900
Total Estimated Disposition Costs	\$ 50,000

Contract History and Price Reasonableness

Not applicable

Attachment:
Aerial Map
Resolution No. 2015-103 with Exhibits A & B
Offer and Agreement to Purchase Real Property
Quitclaim Deed
Notice of Exemption

Oasis Landfill Encroachment



Legend

- RCLIS Parcels
- City Boundaries
- Cities
- roads
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers

Notes

APN 737240003

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.



0 1,580 3,159 Feet



REPORT PRINTED ON... 5/21/2015 8:33:22 AM

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2 **RESOLUTION NO. 2015-103**

3 **ACCEPTANCE OF THE HIGHEST BID AND AUTHORIZATION TO SELL REAL PROPERTY**
4 **LOCATED IN THE UNINCORPORATED COMMUNITY OF OASIS IN THE COUNTY OF**
5 **RIVERSIDE, STATE OF CALIFORNIA; APPROVAL OF OFFER AND AGREEMENT TO**
6 **PURCHASE REAL PROPERTY**
7 **PORTION OF ASSESSOR'S PARCEL NUMBER 737-240-003**

8
9 **WHEREAS**, the County of Riverside ("County") owns certain real property consisting of
10 approximately 5.8 acres of vacant land presently a part of the County's Oasis landfill property,
11 a portion of a parcel identified with Assessor's Parcel Number 737-240-003, located in the
12 unincorporated community of Oasis in the County of Riverside, State of California, (the
13 "Property") more particularly legally described in Exhibit "A" and depicted on Exhibit "B",
14 attached hereto and by this reference incorporated herein; and,

15 **WHEREAS**, on June 2, 2015, the Property was declared as surplus real property and
16 the notice of intention to sell the Property was directed to be posted and published pursuant to
17 Government Code Sections 25528 and 6063 and a date was set for conducting the public sale
18 in a public hearing of the Board of Supervisors for the County of Riverside; and,

19 **WHEREAS**, the County has reviewed and determined the sale of the Property as
20 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State
21 CEQA Guidelines Sections 15061 (b)(3), General Rule Exemption; and 15312 (a)(b)(3) -
22 Surplus Government Property Sales - because the proposed project is the sale of real property
23 involving the transfer of title to the real property that is no longer needed for the use by or
24 purposes of the County, does not have significant values for wildlife habitat or other
25 environmental purposes and the use of the property and adjacent property has not change
26 since the time of acquisition by the County; and

27 **WHEREAS**, the Board of Supervisors desires to authorize the sale of the Property,
28 approve the Offer and Agreement to Purchase Real Property with the successful bidder who

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: *3/31-15*
M. COUNSEL

1 submitted the highest bid that was accepted by the Board and authorize the Chairman to
2 execute the Agreement and Quitclaim Deed on behalf of the County; now, therefore,

3 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of
4 the County of Riverside County ("Board"), at the close of conducting the public hearing for the
5 public bidding to sell the Property, assembled on or after June 30, 2015, at 9:30 or soon
6 thereafter, that it hereby finds the sale of the Property as categorically exempt from CEQA
7 under State CEQA Guidelines Section 15312 (a)(b)(3), Sale of Surplus Government Property
8 Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption, accepts the
9 highest bid and authorizes the sale of the Property to the highest bidder who was accepted by
10 the Board ("Buyer") in accordance with the terms and conditions provided in that certain Offer
11 and Agreement to Purchase Real Property and the following:

- 12 1) The purchase price to be paid by the Buyer shall be amount offered by the Buyer
13 and accepted by the Board at the public hearing held on this date.
- 14 2) The deposit submitted by Buyer in the amount of at least three percent (3%) of the
15 minimum bid amount set by the Board shall be applied to the purchase price.
- 16 3) The Buyer shall pay the remaining balance of the purchase price in cash within the
17 number of days required in the Agreement approved between the County and the
18 Buyer.
- 19 4) Buyer shall submit all other amounts necessary for escrow and closing costs within
20 time period provided in the Agreement.
- 21 5) The conveyance of the Property shall be in the form of a Quitclaim Deed in favor of
22 the Buyer and shall be subject to liens, encumbrances, easements, rights of way,
23 taxes and assessments and deed and tract covenants, conditions and restrictions, if
24 any, whether recorded or not. The Property is being sold "AS IS".
- 25 6) The County makes no warranties or representations, express or implied, regarding
26 the condition of the property, which land uses are permitted or can be changed, any
27 matters concerning zoning, availability of public utility services or suitability for the
28 purpose in which the Buyer may wish to use the Property.

1 7) Title insurance shall be at the option of the Buyer and Buyer's sole cost and
2 expense.

3 8) Buyer shall be solely responsible for all costs associated with this sales transaction,
4 including Escrow and Title Company costs and fees to consummate the transaction.

5 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
6 approves the Offer and Agreement to Purchase Real Property ("Agreement"), authorizes the
7 Chairman of the Board to execute the Agreement and the Quitclaim Deed on behalf of the
8 County and directs the deed to be delivered upon performance and compliance by the Buyer of
9 all the terms and conditions of the Agreement.

10 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
11 authorizes the Assistant County Executive Officer/EDA, or his designee, to execute any other
12 documents necessary to complete this transaction.

13 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board has
14 given notice hereof as provided in Sections 25528 and 6063 of the Government Code.

15 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that Board authorizes
16 that the net proceeds from the sale to be deposited into the Riverside County Department of
17 Waste Resources' account.

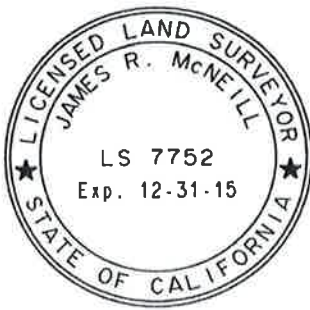
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Exhibit "A"

**Oasis SLF
Parcel B**

Being a portion of Parcel 1 as described in Instrument No. 271383. Recorded July 1, 1998, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

All of Parcel B of Record of Survey as shown in Book 142, Page 75, records of said county.





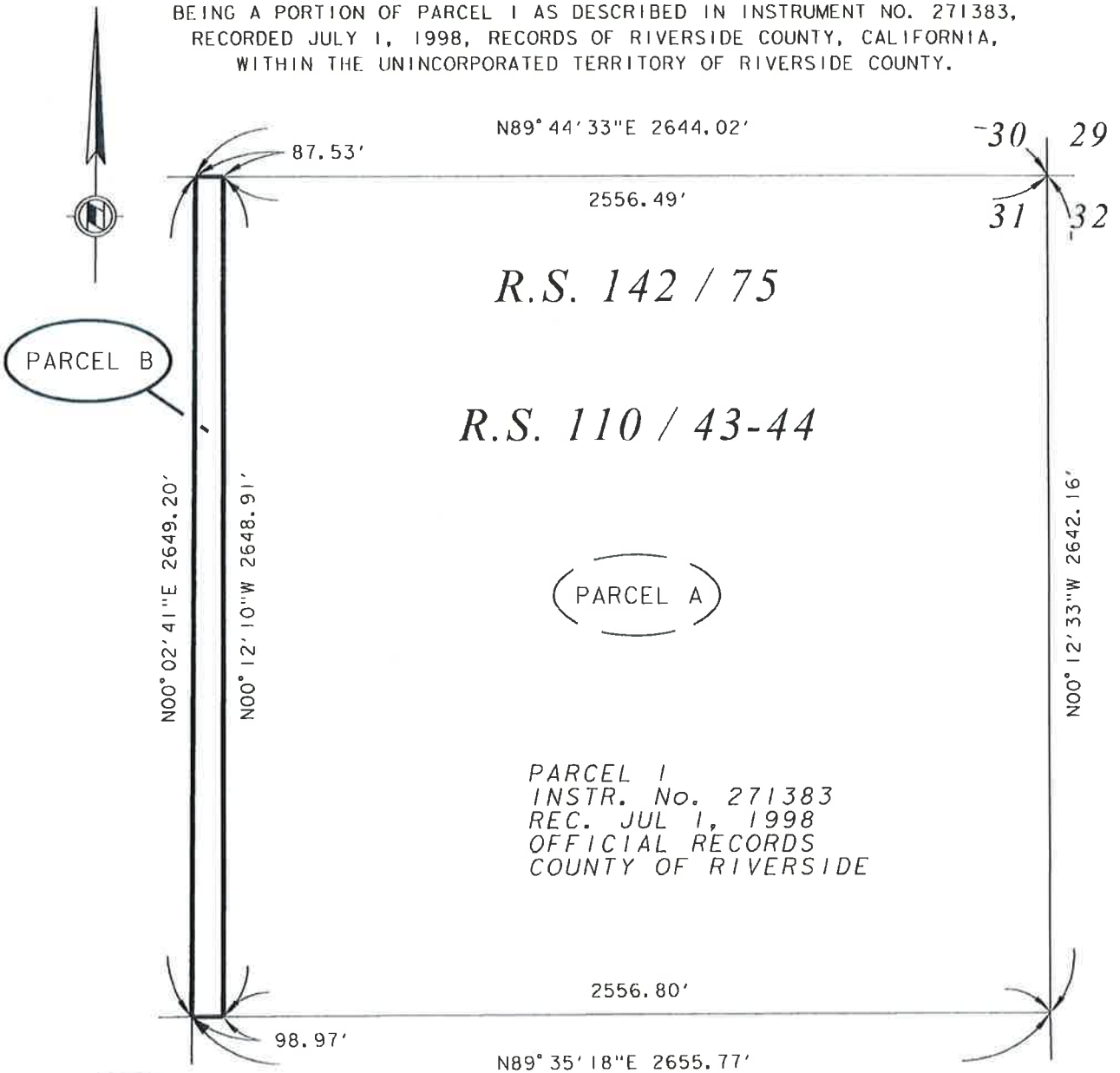
JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Waste Management

Date: 12-1-14

Exhibit "B"

BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 271383,
RECORDED JULY 1, 1998, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



PARCEL A

PARCEL 1
INSTR. No. 271383
REC. JUL 1, 1998
OFFICIAL RECORDS
COUNTY OF RIVERSIDE

PARCEL B



[Signature]
JAMES R. McNEILL
LAND SURVEYOR No. 7752
SIGNED ON BEHALF OF:
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT
DATE: 12-1-14

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:		OASIS SLF	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	PARCEL B	SCALE:	PREPARED BY:
		NO SCALE	DAB
		NOV-26-2014	SHEET NO. 1 OF 1

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 Tenth Street, Suite 400
Riverside, CA, 92501

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

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

PROJECT: Oasis Landfill Encroachment
APN: Portion of 737-240-003

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision, of the State of California, does hereby remise, release and forever quitclaim to _____, all right, title and interest which it owns in the Property and title convey shall be subject to all liens, encumbrances, easements, rights of way, taxes and assessments and deed and tract covenants, conditions and restrictions, if any, whether recorded or not.

Dated: _____

COUNTY OF RIVERSIDE,

By: _____
Marion Ashley, Chairman
Board of Supervisors

ATTEST:
KECIA HARPER-IHEM,
Clerk of the Board

By: _____
Deputy

ATTACH NOTARY ACKNOWLEDGMENT

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 6-1-15
SYNTHIA M. GUNZEL DATE

Exhibit "A"

**Oasis SLF
Parcel B**

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All of Parcel B of Record of Survey as shown in Book 142, Page 75, records of said county.




JAMES R. McNEILL

Land Surveyor No. 7752

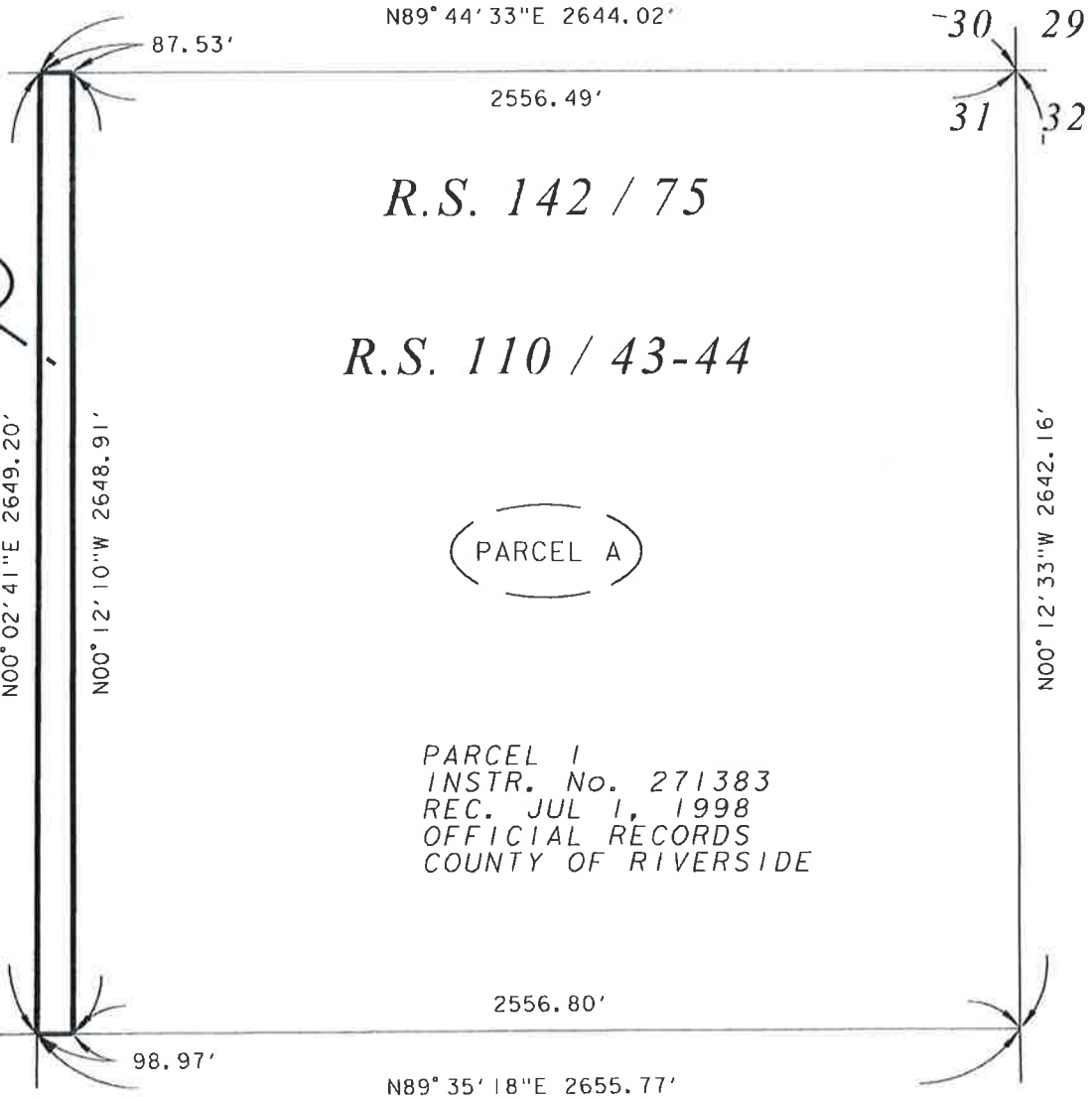
Signed on Behalf of:

Riverside County Waste Management

Date: 12-1-14

Exhibit "B"

BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 271383,
RECORDED JULY 1, 1998, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



PARCEL B

PARCEL A

PARCEL 1
INSTR. No. 271383
REC. JUL 1, 1998
OFFICIAL RECORDS
COUNTY OF RIVERSIDE



JAMES R. McNEILL
LAND SURVEYOR No. 7752
SIGNED ON BEHALF OF:
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT
DATE: 12-1-14

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:

OASIS SLF

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PARCEL B

SCALE:

NO SCALE

NOV-26-2014

PREPARED BY:
DAB

SHEET NO.
1 OF 1

Assessor's Parcel No.:Portion of **737-240-003**
Property Location: portion adjacent to Oasis Landfill property

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: _____

SELLER: County of Riverside, a political subdivision of the State of California

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located at _____, further described below in Section 1, and in the Resolution _____ attached hereto as "Exhibit A-1," upon the terms and conditions as stated herein for the purchase price of:

write out purchase price in words

(\$ _____)

Insert price in numbers

BUYER has given SELLER a good faith deposit (hereinafter the "Bid Deposit") in the amount of three percent of the minimum bid amount set by the Board of Supervisors of the County of Riverside.

1. **PROPERTY.** For the purchase price provided above and on the terms and conditions set forth in this Agreement, SELLER shall sell to BUYER, and BUYER shall purchase from SELLER the Property consisting of the following and subject to all encumbrances, easements and exceptions, whether of record or not:

That certain real property legally described and depicted in Exhibits "A" and "B", attached and by this reference incorporated herein (the "land").

The property purchased under this Agreement is collectively referred to as the "Property."

2. **TERMS OF OFFER.**

2.1 This offer will remain open and will not be revoked by BUYER for the period commencing with the date of execution of this agreement by BUYER and ending on the earlier of:

- A. 60 days thereafter; or
- B. Receipt of written notice from SELLER that the offer has been rejected.

2.2 Within 60 days after the execution of this Agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

2.3 SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

2.4 BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This Agreement is not binding upon SELLER until the offer is accepted in the

manner prescribed herein, and the SELLER authorizes the sale, approves the Agreement and BUYER complies fully with each and every term and condition contained herein.

2.5 Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded. Should SELLER fail to accept or reject this offer within the 60 day period specified in Clause 1 (Term of Offer), BUYER may withdraw the offer by providing written notice to SELLER. In such event, the Bid Deposit paid by BUYER shall be refunded, provided BUYER withdraws the offer prior to SELLER's acceptance of the offer as set forth in Section 2 (Terms of Offer).

3. **FINANCING.** All costs for financing, including new loans and offer or purchase related costs, will be at the expense of BUYER and shall not delay this transaction. The offer and this sale is for cash and is not contingent upon BUYER obtaining funds or borrowing to complete this purchase.

4. **ESCROW.** Upon Board approval of this Agreement, BUYER and SELLER agree to open escrow within ten (10) days of said approval by the Board and to execute escrow instructions reasonably required by Lawyers Title Company, hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days thereafter and shall provide for close of escrow within 60 days, or sooner if it is mutually desirable to BUYER and SELLER. The term of escrow shall not be extended unless authorized in writing by SELLER.

4.1 Balance of the bid amount hereby offered, in excess of the down payment shall be paid in cash within sixty (60) days of the bid acceptance or prior to close of escrow, whichever shall occur first.

4.2 Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Clause 15 (Liquidated Damages).

5. **DEPOSITS.**

5.1 Prior to the close of escrow, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.

5.2 In the event BUYER fails, for any reason whatsoever, to pay into escrow within such time period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Section 16 (Liquidated Damages).

5.3 The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Section 8 (Delivery of Documents and Funds).

6. **BUYER'S COSTS.**

6.1 BUYER shall pay the following closing costs in connection with this purchase:

- A. The standard owner's title insurance policy; if BUYER desires to purchase;
- B. The escrow fee;
- C. Lender's title insurance policy, if any;
- D. Documentary transfer tax; and
- E. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees, taxes and assessments.

6.2 If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any escrow and title cancellation fees.

7. **SELLER'S COSTS.**

- 7.1 SELLER shall pay the following closing costs in connection with this purchase: None
- 7.2 All closing costs shall be borne by BUYER.

8. **DELIVERY OF DOCUMENTS AND FUNDS.**

8.1 SELLER shall deliver to escrow a Quit Claim Deed including covenants provided in Section 17 herein this Agreement, in the form attached hereto as "Exhibit C," and such other documents as are required to transfer title to the Property. Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

- A. The balance of the purchase price; and
- B. An amount sufficient to pay for all of BUYER's closing costs, as calculated by the Escrow Holder.

8.2 All payments specified in this clause shall be by cash, cashier's check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at close of escrow.

9. **TITLE.**

9.1 If BUYER chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by Lawyers Title Company. Title shall be subject to:

- A. Exceptions shown in Exhibit A-1, the Preliminary Report attached hereto, except any delinquent taxes shown in said Report which shall be paid through escrow; and
- B. Any deed of trust or other documents needed to perfect the security interest of the lender, if any, providing purchase money for this purchase.

9.2 If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:

- A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this Agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
- B. Terminate this Agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the BUYER for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the Agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

10. **VESTING.** Title to the Property to be conveyed pursuant to this Agreement shall be vested as set forth by BUYER below. Verify and initial (____)

Print or Type full legal name of Grantee

BUYER IS AWARE THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES AND HAS GIVEN THIS MATTER SERIOUS CONSIDERATION.

11. **PRORATIONS.** Property taxes shall not be prorated to the close of escrow. BUYER is responsible for taxes and assessments that are due and payable at the close of escrow. There shall be no other prorations made in connection with this purchase.

12. **TAXES.** THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After close of escrow, a Supplemental Tax Bill will be issued which shall be the responsibility of BUYER to pay.

13. **POSSESSION.** Possession and occupancy of the Property shall be delivered to BUYER at close of escrow.

14. **PROPERTY SOLD IN "AS-IS" CONDITION.**

14.1 BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property lines and boundaries;
- B. Square footage, room dimensions, lot size, and age of property improvements;
- C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural systems and components, and energy efficiency of the Property;
- D. Type, size, adequacy, capacity, and condition of sewer systems and components;
- E. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;
- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

14.2 BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to purchase the Property in "as-is" condition.

15. **INTENTIONALLY DELETED.**

16. **LIQUIDATED DAMAGES.** IF BUYER FAILS TO PROCEED WITH THE PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. BY INITIALING THIS PARAGRAPH, BUYER AND SELLER AGREE THAT, IN SUCH EVENT, SELLER SHALL RETAIN AS LIQUIDATED DAMAGES THE LESSER OF THE TOTAL DEPOSITS ACTUALLY PAID BY BUYER, OR ANY AMOUNT THEREFROM, NOT EXCEEDING 3% OF THE PURCHASE PRICE, AND SHALL PROMPTLY RETURN ANY EXCESS TO BUYER.

SELLER's Initials ____/____

BUYER's Initials ____/____

Failure to initial the paragraph above renders this offer non-responsive and the offer will be returned to BUYER without consideration of SELLER.

17. **NON-DISCRIMINATION AND PROPERTY USE.** BUYER agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. BUYER, or any person claiming under or through BUYER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. BUYER acknowledges that the covenants and restrictions contained in this clause shall be included as covenants and restrictions in the Quitclaim Deed conveying title to the Property.

18. **PERMITS AND LICENSES.** BUYER shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of the Property. No permit, approval, or consent given to BUYER by SELLER, in its governmental capacity, shall affect or limit BUYER's obligations hereunder. No approvals or consents given by SELLER, as a party to this Agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

19. **ASSIGNMENT.** This Agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

20. **SUCCESSORS IN INTEREST.** Subject to the restrictions in Section 19 (Assignment), this Agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

21. **PARTIAL INVALIDITY.** This Agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

22. **NOTICES.** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, SELLER may also provide notices, documents, correspondence, or such other communications to BUYER by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or 48 hours after mailing if provided by regular mail.

If to **SELLER:**

County of Riverside
Economic Development Agency-Real Estate
3403 10th Street, Suite 400
Riverside, CA 92501
Telephone: 951-955-4822

If to **BUYER:**

23. **BROKER'S FEES.** Check and initial which applies:

____ BUYER is represented by the licensed real estate broker listed below and requests that a commission in the amount referenced in paragraph A. below be paid to broker by SELLER from the sale proceeds.

Name of Broker: _____
Address: _____
Telephone: _____
Social Security or Tax ID #: _____

It is understood by and between BUYER and SELLER that:

- A. The amount of the commission shall be 5% of the purchase price;
- B. No commission is payable in connection with this offer unless the offer is accepted and the purchase is completed;
- C. If the offer is accepted and the purchase is completed, the full amount of the agreed commission shall be considered earned at close of escrow; and
- D. If the offer is accepted and the purchase is not completed and SELLER determines that BUYER's deposits shall be retained by SELLER as liquidated damages, no commission will be paid.

BUYER's Initials ____ / ____

____ BUYER is not represented by a real estate broker and does not request a commission be paid by SELLER.

BUYER's Initials ____ / ____

24. **TIME.** Time is of the essence in the performance of BUYER's and SELLER's respective obligations contained in this Agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of this Agreement.

25. **AMENDMENTS.** This Agreement contains the sole and only Agreement between BUYER and SELLER relating to this offer and agreement to purchase the Property described herein. All negotiations and agreements between BUYER and SELLER are merged into this Agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both BUYER and SELLER.

26. **ATTACHMENTS.** This Agreement includes the following, which are attached and made a part hereof:

- Exhibit A: Legal Description and Depiction of the Property
- Exhibit A-1: Preliminary Report
- Exhibit B: List of Personal Property
- Exhibit C: Quit Claim Deed

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

SELLER:
County of Riverside, a political
subdivision of the State of California

BUYER:

By: _____
Marion Ashley, Chairman
Board of Supervisors

By: _____
Name:
Its:

BUYER hereby submits this offer
with full cognizance of the terms and
conditions contained herein.

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
SYNTHIA M. GUNZEL
Deputy County Counsel



NOTICE OF EXEMPTION

May 18, 2015

Project Name: Oasis Landfill Encroachment

Project Number: FM0414500060

Project Location: South of Avenue 84 and west of Highway 86, in the unincorporated community of Oasis, Riverside County, California; Assessor Parcel Number 737-240-003 (See attached exhibits)

Description of Project: On May 12, 2015, the County of Riverside Board of Supervisors (Board) adopted Resolution No. 2015-029, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property located in the unincorporated community of Oasis in the County of Riverside (County), State of California, District 4, declaring a portion of real property identified as Assessor's Parcel Number 737-240-003, to be surplus real property, and invited bids to acquire the Property. The surplus property, located on the western edge of the Oasis Landfill, consists of 5.8 acres of the larger 149.73 acre parcel.

For efficiency in a public bidding process scheduled on or after June 30, 2015, after all the bids, both written and oral, have been reviewed and considered by the Board, the Board may choose to accept the highest bid, authorize to sell the real property, approve the agreement for the purchase and sale of the property, and direct the Chairman of the Board to execute the agreement and the deed at the close of the public hearing. In the event that no bids are received or the Board desires to reject all the bids reviewed and considered, the Board may authorize the Economic Development Agency – Real Estate Division to continue to market this Property for sale. If a party is interested in purchasing the Property under the terms and conditions set by the Board in the Resolution No 2015-029 and the Bid Forms, the proposal shall be submitted to the Board for its review and consideration on whether to accept the proposal.

The Project is limited to the sale of the property alone and would not result in any physical changes or significant effect on the environment.

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: State California Environmental Quality Act (CEQA) Guidelines, Section 15312 (a)(b)(3), Sale of Surplus Government Property Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

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

www.rivcoeda.org

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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 exemption as detailed under State CEQA Guidelines Section 15300.2. The project is the sale of real property involving the transfer of title to the real property that is no longer needed for the use by or purposes of the County. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments and will not result in any physical changes to the existing site. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The conveyance of real property will not have an effect on the environment; thus, no environmental impacts are anticipated to occur.

- Section 15312 (a)(b)(3)– Sale of Surplus Government Property Exemption. The project as proposed is the sale of real property consisting of approximately 5.8 acres of vacant land. The property does not have significant values for wildlife habitat or other environmental purposes, and the use of the property and adjacent property has not changed since the time of acquisition by the County. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA.
- Section 15061 (b)(3) - General Rule “Common Sense” 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 conveyance of this surplus property will not require any construction activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts to the existing site. Any future activity or project at the location would require CEQA review from the lead agency and any evaluation under CEQA would be wholly speculative at this time. The site is located within the Oasis Landfill with no areas of environmental sensitivity or biological value. The project is merely the sale of existing surplus property. The sale of the property does not facilitate an increase in the intensity of use of the site. Therefore, in no way would the mere conveyance of property 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 meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed: _____



Date: _____

5/18/15

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



Assessor Parcel Number: 737-240-003

Western edge portion of Oasis Landfill – Community of Oasis, Riverside County, California

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Oasis Landfill Encroachment

Accounting String: 524830-47220-7200400000- FM0414500060

DATE: May 18, 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: May 18, 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 # FM0414500060**
Oasis Landfill Encroachment

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 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file