

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

147



FORM APPROVED COUNTY COUNSEL
DATE 11/25/15
BY: GREGORY P. PRIAMOS

FROM: Economic Development Agency

SUBMITTAL DATE:
December 3, 2015

SUBJECT: Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property Located in the City of Temecula, County of Riverside, State of California; Resolution No. 2015-206 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 3, [\$10,000] 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, Sale of Surplus Government Property Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption;
2. Conduct a public hearing on December 15, 2015, to open written bids and call for oral bidding for certain real property located in the City of Temecula, County of Riverside, State of California, Assessor's Parcel Number 920-110-004;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra
12/3/15
Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 10,000	\$ 0	\$ 10,000	\$ 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: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

A-30 Positions Added
4/5 Vote Change Order

Prev. Agn. Ref.: 3-8 of 11/10/15 | District: 3 | Agenda Number:

9-1

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 City of Temecula, County of Riverside, State of California; Resolution No. 2015-206 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 3, [\$10,000] 100% Sale Proceeds

DATE: December 3, 2015

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RECOMMENDED MOTION: (Continued)

3. At the close of the public hearing accept one bid or reject all bids, or continue the matter for further consideration;
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. 2015-206 Authorization to Sell Real Property located in the City of Temecula, County of Riverside, State of California; Approval of Offer and Agreement to Purchase Real Property, Assessor’s Parcel Number 920-110-004 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 \$10,000 from proceeds of the accepted offer;
6. Authorize the sales proceeds to be deposited in the Economic Development Agency’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 November 10, 2015, the Board of Supervisors adopted Resolution No. 2015-205, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the City of Temecula, County of Riverside, State of California, Assessor’s Parcel Number 920-110-004, declaring 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 in the City of Temecula, in southwestern Riverside County.

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 2015-205 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 City of Temecula, County of Riverside, State of California; Resolution No. 2015-206 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 3, [\$10,000] 100% Sale Proceeds

DATE: December 3, 2015

PAGE: 3 of 3

Impact on Citizens and Businesses

Based upon the appraised value less County staff costs and expenses, this sale is expected to generate approximately \$65,000. The sale proceeds will enable the County to better provide needed services to the community. The sale will eliminate the County's on-going maintenance and risk obligations and return the property to private use and tax rolls.

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.

Minimum Bid	\$ 75,000
Disposition Advertising Costs	\$ 1,500
Labor & Other Costs	\$ 8,500
Estimated Proceeds	\$ 65,000

Attachments:

Resolution No. 2015-206 with Exhibits A
Offer and Agreement to Purchase Real Property
Notice of Exemption
Aerial Image

1 execute the Agreement and Quitclaim Deed on behalf of the County; now, therefore,

2 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of
3 the County of Riverside County ("Board"), at the close of conducting the public hearing for the
4 public bidding to sell the Property, assembled on or after December 15, 2015, at 9:30 or soon
5 thereafter, that it hereby finds the sale of the Property as categorically exempt from CEQA
6 under State CEQA Guidelines Section 15312, Sale of Surplus Government Property
7 Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption, accepts the
8 highest bid and authorizes the sale of the Property to the highest bidder who was accepted by
9 the Board ("Buyer") in accordance with the terms and conditions provided in that certain Offer
10 and Agreement to Purchase Real Property and the following:

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

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expense.

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

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board approves the Offer and Agreement to Purchase Real Property (“Agreement”), authorizes the Chairman of the Board to execute the Agreement on behalf of the County and directs the deed to be delivered upon performance and compliance by the Buyer of all the terms and conditions of the Agreement.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes the Assistant County Executive Officer/EDA, or his designee, to execute a Quitclaim Deed and any other documents necessary to complete this transaction.

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

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Board authorizes that the net proceeds from the sale to be deposited into the Riverside County EDA account.

EXHIBIT "A"

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

In the City of Temecula, County of Riverside, State of California:

All that portion of Lot 184 as shown by map entitled Map of Temecula Land and Water Company on file in Book 8, Page 359 of Maps, Records of San Diego County, California, lying West of the County Road.

Assessor's Parcel No: 920-110-004

SERIAL NO. _____

BID FORMS

FOR

THE SALE OF REAL PROPERTY
LOCATED IN THE CITY OF TEMECULA
APN: 920-110-004
APPROXIMATELY 1.21 ACRES
IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Proposal to Purchase Real Property
9:30 a.m., December 15, 2015

COUNTY OF RIVERSIDE

BOARD OF SUPERVISORS
County Administrative Center
Post Office Box 1359
4080 Lemon Street
Riverside, California 92502-1359

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A. Resolution No. 2015-205, Declaration of Surplus Real Property and Notice of Intent to Sell Surplus Real Property Located in the City of Temecula, County of Riverside, State of California (Third Supervisorial District)	5 pages excluding cover
B. Instructions to Bidders	2 pages
C. Proposal to purchase real property located in City of Temecula, County of Riverside, State of California, 9:30 a.m., December 15, 2015 with Exhibit "A"	3 pages
D. Bidder's Questionnaire	2 pages
E. Offer and Agreement to Purchase Real Property	9 pages

SECTION A

**RESOLUTION NO. 2015-205
DECLARATION OF SURPLUS REAL PROPERTY AND
NOTICE OF INTENTION TO SELL REAL PROPERTY LOCATED IN THE CITY OF TEMECULA,
COUNTY OF RIVERSIDE, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, ASSESSOR'S PARCEL NUMBER
920-110-004**

COPY OF ADOPTED RESOLUTION FOLLOWS

INSTRUCTIONS TO BIDDER

1. Bids are to be made only on the basis of Resolution No. 2015-205, Declaration of Surplus Real Property and Notice of Intent to Sell Real Property located in the City of Temecula, County of Riverside, County of Riverside, State of California, Assessor's Parcel Number 920-110-004 (the "Property"). A bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistakes.
2. The submittal of a bid shall be deemed evidence that the bidder has carefully examined the laws relating to County property, inspected the site, examined these instructions and is fully aware of the responsibilities of the bidder.
3. Bids should be plainly marked on the outside of a sealed envelope: "Proposal to Purchase Real Property located in the City of Temecula, County of Riverside, State of California, Assessor's Parcel Number 920-110-004 - 9:30 a.m., December 15, 2015".
4. Any bids may be withdrawn at any time prior to the hour fixed for the receipt of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative for the withdrawal of such bid is submitted to and filed with the Clerk of the Board. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the receipt of bids.
5. The County reserves the right to seek supplementary information from any bidder at any time between the dates of bid submission and the bid acceptance. Bidders must be prepared to submit proof of funds in order to complete this transaction and any other information required.
6. The right to reject any and all bids, both written and oral, and to withdraw the property from sale is reserved, the offer to sell real property is not binding on County or the successful bidder until final acceptance by the Board of Directors.
7. Award of this sale, if it is awarded, will be to the "Highest Responsible Bidder", whose proposal complies with all requirements prescribed herein. In the selection of the "Highest Responsible Bidder", the following factors will be taken into consideration:
 - (1) The bidder's experience, reputation and business background;
 - (2) Ability and willingness to perform;
 - (3) Credit standing; and/or
 - (4) The highest purchase price offered and the highest down payment offered.
8. A bidder shall be required to submit all the documents, including the Offer and Agreement to Purchase Real Property ("Agreement"), in the bid forms package, completed and duly executed by the bidder and real estate agent, if applicable, with the requisite Deposit. In the event that the Board accepts the highest bid, the Board may authorize the sale and approve the Agreement and authorize the Chairman to execute the Agreement and the Quitclaim Deed on the same date that the public hearing is conducted to hold the public sale of the Property.
9. The Title Company shall be selected by the County. The escrow shall close, title shall

pass and possession shall be delivered within a reasonable period of time after the Board accepts the highest bid to allow for the conditions of the sale to be met. Closing costs shall be borne by the successful bidder.

10. The County will convey 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.

11. If there are any problems or questions about filling out the forms, assistance may be obtained at Economic Development Agency Real Estate Division, 3403 10th Street, 4th Floor, Riverside, California 92501. Telephone: (951) 955-4822.

PROPOSAL TO PURCHASE REAL PROPERTY
LOCATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
December 15, 2015, 9:30 a.m.
APN: 920-110-004

Date of Submittal

Pursuant to Resolution No. 2015-205, Declaration of Surplus Real Property and Notice of Intent to Sell Real Property Located in the City of Temecula, County of Riverside, State of California, the undersigned bidder hereby offers to purchase the real property in the County of Riverside described in Exhibit "A" of Resolution No. 2015-205, said property consisting of approximately 1.21 acres of vacant land located in the City of Temecula, County of Riverside County. The total amount hereby offered for the purchase of said property is the sum of _____ \$ _____, to be paid as follows:

1. Cash down payment in the sum of \$ _____, including enclosed deposit.

2. The balance of the purchase price shall be paid in cash, cashier's check or a certified check to the County of Riverside, Economic Development Agency - Real Estate Division, 3403 10th Street, 4th Floor, Riverside, California 92501 or to the escrow holder when directed in the event the transaction is consummated through escrow.

3. This bid is accompanied by a deposit in cash, cashier's check, or a certified check equal to at least three percent (3%) of the amount of the bid. In the event this proposal is accepted by the Board of Supervisors, said amount shall be credited to the amount due to consummate the transaction if such bid is accepted by the Board.

4. This proposal is for the purchase of the real property specified in Resolution No. 2015-205 in accordance with the terms and conditions set forth below and is an irrevocable offer for the time period specified in the Offer and Agreement to Purchase Real Property.

Terms:

A. In the event that there are no successful oral bids made through the public auction and two or more of the acceptable written proposals are for equal purchase price amounts and are also the highest written proposals; then, the successful bid shall be determined as follows:

(1) The one of such highest written proposals providing for the highest amount of cash down payment shall be the successful bid.

(2) If two or more of such equal highest written proposals are equal in all the above respects, or are all cash proposals; then, in that event, the one accompanied by the largest deposit shall be the successful bid.

B. The full amount of such bid, less any deposit, shall be paid within sixty (60) days of the date of the acceptance thereof or prior to the close of escrow, whichever shall occur first.

C. Title insurance shall be required as follows:

If the Property is purchased for cash, title insurance shall be at purchaser's option, and shall be at purchaser's expense.

D. Conveyance of title shall be by Quitclaim Deed to the successful bidder or his nominee. Title shall be subject to covenants, conditions, reservations, restrictions, easements and rights-of-way of record, whether or not recorded, if any. No guarantee, either expressed or implied, is made by the County regarding any permitted land use of the subject property or any possible change in land use zone or the availability of public utilities services to the property. Lack of success in obtaining any certain land use permits or utilities services for the property shall not be a basis for the successful bidder to refuse to complete the purchase.

(1) When he submits a bid on his own behalf or on behalf of a sub-agent, wherein either is a prospective holder or purchaser of the real property or any interest therein.

(2) When he submits a bid on behalf of any person related to either himself or a sub-agent by blood or marriage.

(3) When he submits a bid on behalf of any entity in which either he or a sub-agent holds or contemplates holding an ownership interest.

(4) When he submits a bid on behalf of any other person with whom either he or a sub-agent maintains a special relationship.

(5) When he submits a bid in any other instance where there is a reasonable probability that either he or a sub-agent could indirectly acquire an interest in the real property.

E. An escrow, to be handled by a separate company, may be requested by the successful bidder; however, all costs thereof shall be at purchaser's expense.

F. All real property transfer taxes and recording fees, if any, shall be paid by the purchaser.

G. All cash and any necessary documents required of purchaser to complete the sale shall be delivered to County by purchaser within sixty (60) days of the date that the successful bid is accepted by the Board of Supervisors following the public hearing or prior to close of escrow, whichever shall occur first.

H. If, prior to the recordation of the Quitclaim Deed to the successful bidder or his nominee, the successful bidder fails to make any payment at the time due, or to perform any covenant or agreement when such performance is required under the terms of the Resolution; then the County may, at its option, declare a cancellation and termination of the sale by written notice to the successful bidder; and, at the expiration of ten (10) days following the depositing of such notice by first-class mail, postage prepaid and addressed to the successful bidder at his address designated at the time his bid was submitted, the sale shall be ended and of no further effect.

I. IN THE EVENT THE COUNTY DECLARES A CANCELLATION AND TERMINATION OF THE SALE, PURSUANT TO PARAGRAPH "H", THEN THE COUNTY MAY RETAIN THE DEPOSIT SUBMITTED WITH THE BID AS LIQUIDATED DAMAGES FOR SUCH FAILURE TO CARRY OUT THE SALE OF THE PROPERTY. THE SUCCESSFUL BIDDER, BY MAKING A BID PURSUANT HERETO, AND THE COUNTY AGREE THAT SUCH DAMAGES ARE TO BE THE SOLE REMEDY FOR SUCH A BREACH, IN THAT AT THE TIME

OF MAKING AND ACCEPTING THE BID, IT WOULD BE IMPRACTICAL, AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT WOULD FLOW FROM THE SUCCESSFUL BIDDER'S REFUSAL OR FAILURE TO CONSUMMATE THE TRANSACTION, INCLUDING BUT NOT LIMITED TO, THE DIFFERENCE IN MONEY BETWEEN THE TOTAL SUM TO BE PAID BY ANOTHER PARTY TO COUNTY FOR PURCHASE OF THE PROPERTY, IF THE FORMER SUM IS IN EXCESS OF THE LATTER, PLUS THE PREPARATION OF BID DOCUMENTS AND PUBLICATION COSTS IN CONNECTION THEREWITH.

J. The right to reject all bids, both written and oral, and to withdraw from sale is reserved.

Dated: _____

(Bidder's Signature)

Name: _____

Address: _____

C O N F I D E N T I A L

BIDDER'S QUESTIONNAIRE
INDIVIDUAL

This questionnaire is a part of your bid to purchase the real property described in Resolution No. 2015-205, Declaration of Surplus Real Property and Notice of Intent to Sell Real Property located in the City of Temecula, County of Riverside. The information contained herein is confidential and must be executed under penalty of perjury. Answer all questions in full. Use the back of each page for additional information, or attach sheets as required.

The COUNTY may choose to obtain a credit report to further establish your qualifications.

I. PERSONAL INFORMATION:

A. Full name (print) _____

B. Home address _____

C. Home telephone no. _____

D. Your education _____

II BUSINESS INFORMATION: Fill in this information if you are, or ever have been self-employed or presently work in your own business.

A. Name, address, and telephone no. of business _____

B. What is the nature of the business? _____

C. How long in this business? _____

D. Are you an operator owner? If other, what is your function? _____

E. How many people do you employ or supervise? _____

F. Who is your business landlord, and what is his address? _____

INDIVIDUAL

III. EMPLOYMENT INFORMATION: Fill in if you are now or have within the past ten (10) years been employed by others.

A. Names and addresses of employers and dates of employment:

		DATES EMPLOYED		
		<u>FROM</u>	<u>TO</u>	<u>WAGES</u>
1.	_____			

2.	_____			

3.	_____			

4.	_____			

5.	_____			

B. Job Descriptions: Describe your employer's business and responsibilities for each job listed above. Use back side of the sheet or attach sheets as required. Include the number and type of employees you supervised, if any, and the name and title of your immediate supervisor.

IV. ADDITIONAL INFORMATION: List any additional information which might further describe your qualifications as related to the bid to purchase the real property.

Assessor's Parcel Number: 920-110-004

Property Location: West side of Highway 79, north of Rustic Glen Drive, Temecula, CA 92591

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 in the City of Temecula, County of Riverside, further described below in Section 1, and in the Resolution 2015-205, 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", 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 Quitclaim Deed including covenants provided in Section 17 herein this Agreement, in the form attached hereto as "Exhibit B," 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 proration's 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:**

BUYER's Initials _____ / _____

23. **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.

24. **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.

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

Exhibit A: Legal Description of the Property
Exhibit A-1: Preliminary Report
Exhibit B: Quitclaim 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

By: _____
Marion Ashley, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

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

By: _____
Synthia M. Gunzel
Deputy County Counsel

BUYER:

By: _____
Name:
Its:

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

EXHIBIT "A"

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

In the City of Temecula, County of Riverside, State of California:

All that portion of Lot 184 as shown by map entitled Map of Temecula Land and Water Company on file in Book 8, Page 359 of Maps, Records of San Diego County, California, lying West of the County Road.

Assessor's Parcel No: 920-110-004



NOTICE OF EXEMPTION

November 17, 2015

Project Name: County of Riverside, Economic Development Agency (EDA) Sale of Surplus Property, Temecula, California

Project Number: FM0417200250

Project Location: West of Winchester Road (adjacent), north of Rustic Glen Drive (2nd Parcel to the north), Temecula, California 92591; APN 920-110-004; (See Attached Exhibit)

Description of Project: The County of Riverside (County) is the owner of real property consisting of approximately 1.21 acres of vacant land identified with Assessor's Parcel Number 920-110-004, located in the City of Temecula. On November 10, 2015, the Board of Supervisors (Board) adopted Resolution No. 2015-205, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the City of Temecula, County of Riverside, State of California, Assessor's Parcel Number 920-110-004, declaring 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. After all bids 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. If a party is interested in purchasing the Property under the terms and conditions set by the Board in the Resolution No 2015-205 and the Bid Forms, the proposal shall be submitted to the Board for its review and consideration on whether to accept the proposal. 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 EDA – Real Estate Division to continue to market this Property for sale. The sale of the property and transfer of title is identified as the proposed Project under the California Environmental Quality Act (CEQA). The property consists of vacant land which does not have significant value 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 sale of the property does not include any development provisions, as the details are not reasonably foreseeable and are unknown at this time. Should the property be developed at a later time, additional CEQA review would be required. No additional direct or indirect physical environmental impacts are anticipated.

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 CEQA Guidelines, Section 15312, Class 12, Surplus Government Property Sales Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15312.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a

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

www.rivcoeda.org

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Redevelopment Agency
Workforce Development

significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the sale of surplus government property and associated transfer of title.

- **Section 15312 – Class 12 Surplus Government Property Sales Exemption:** This categorical exemption includes the sales of surplus government property, except for parcels of land located in in area of Statewide, regional, or areawide concern identified in Section 15206 (b)(4). These areas include the Lake Tahoe Basin, The Santa Monica Mountains Zone, the California Coastal Zone, areas within 0.25 miles of a wild and scenic river, the Sacramento-San Joaquin Delta, the Suisun Marsh, and the jurisdiction of the San Francisco Bay Conservation and Development Commission. Sections (a) and (b) of this exemption provide conditions where, if met, the sale is still considered exempt. The Project is located in the City of Temecula and the nearest Wild and Scenic River is Bautista Creek, which is located approximately 20 miles to the east of the Project. Therefore, the Project is not located within an area of significance and the provisions listed in Subsections (a) and (b) would need not be applied. The Project, as proposed, is limited to the sale and transfer of title of vacant land; therefore, the Project is exempt as the Project meets the scope and intent of the Class 12 Exemption identified in Section 15312, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed sale and transfer of title will not result in any direct or indirect physical environmental impacts. The property would remain vacant until development entitlements are sought through application with the City of Temecula, which would require additional CEQA review, prior to issuance. At this time, specific details for future development are not known or reasonably foreseeable. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 11/17/15

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency



Date: November 17, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200250**
Sale of Surplus Property, Temecula

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: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

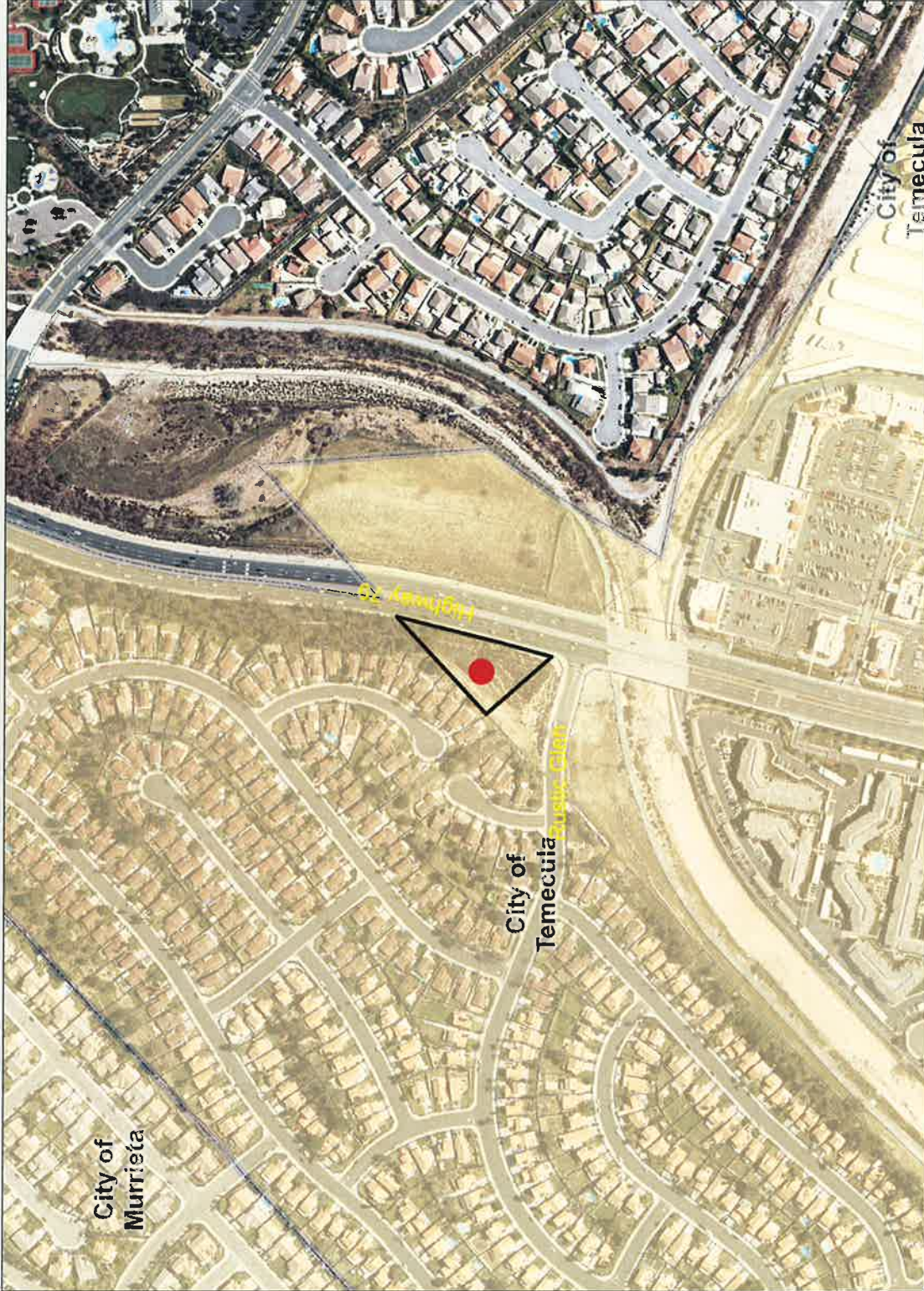
If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

Rustic Glen Surplus Property

APN 920-110-004



- Legend**
- RCLIS Parcels
 - City Boundaries
 - Cities



0 508 1,017 Feet



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

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Notes
1.12 acres of vacant hillside land

FORM APPROVED COUNTY COUNSEL 10/25/15
 BY: GREGORY P. PRAMOS DATE

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

710



FROM: Economic Development Agency

SUBMITTAL DATE:

October 29, 2015

SUBJECT: Resolution No. 2015-205, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the City of Temecula, County of Riverside, State of California, Set Public Hearing, District 3, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2015-205 Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in City of Temecula, County of Riverside, State of California, Assessor's Parcel Number 920-110-004;
2. Invite bids from prospective buyers to acquire the subject property and set a Public Hearing date of December 15, 2015, for review and consideration of written and oral bids; and
3. Authorize and direct the Clerk of the Board to give notice pursuant to Sections 25528 and 6063 of the Government Code.

BACKGROUND:

Summary
 (Commences on Page 2)

[Signature]

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: 2015/16

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended, and is set for public hearing on Tuesday, December 15, 2015, at 9:30 a.m.

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: November 10, 2015
 xc: EDA, COB

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

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

Prev. Agn. Ref.: District: 3 Agenda Number: 3-8

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

Economic Development Agency

FORM 11: Resolution No. 2015-205, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the City of Temecula, County of Riverside, State of California, Set Public Hearing, District 3, [\$0]

DATE: October 29, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The subject property owned by the County consists of 1.21 acres of vacant land and is identified as Assessor's Parcel Number 920-110-004, located in the City of Temecula, in southwestern Riverside County, State of California, (Property). The land currently lies vacant and serves no current or future use or purpose for the County. It was originally acquired through a tax sale and is basically a slope along Winchester Boulevard (SR 79). The sale of the property will alleviate the County of on-going maintenance and risk interest in ownership.

The Property has been reviewed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law. The terms and conditions of the sale are contained within Resolution No. 2015-205 and the bid forms. In order to initiate this process, staff recommends adoption of Resolution No. 2015-205 to provide the statutory notice of the Board of Supervisor's intention to sell the Property. Also, this action will facilitate the sale to invite bids from prospective buyers for and to set a date for the public bidding process to occur. The minimum bid shall be set at \$75,000, which is the fair market value of the property as determined by an MAI appraiser.

In accordance with Government Code 54222, other public agencies and all County departments were notified regarding the offer to sell to public agencies first. While several inquired, no agencies or departments indicated sincere interest during the requisite sixty day period.

Resolution No. 2015-205 and the Bid Form Documents 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 \$65,000. The sale proceeds will enable the County to better provide needed services to the community. The sale will eliminate the County's on-going maintenance and risk obligations and return the property to private use and tax rolls.

SUPPLEMENTAL:

Additional Fiscal Information

No net County costs will be incurred and no budget adjustment is necessary.

Attachments:

Resolution No. 2015-205 with Exhibit A

Aerial Image

Preliminary Title Report

2 **RESOLUTION NO. 2015-205**

3 **DECLARATION OF SURPLUS REAL PROPERTY AND**
4 **NOTICE OF INTENTION TO SELL REAL PROPERTY LOCATED IN THE CITY OF**
5 **TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**
6 **ASSESSOR'S PARCEL NUMBER 920-110-004**

7
8 **WHEREAS**, pursuant to California Government Code Sections 25526, a county shall,
9 prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board
10 of Supervisors of the County of Riverside, State of California, in regular session, adopt a
11 resolution declaring its intention to sell the real property determined to be surplus and no longer
12 needed for a county's use and purposes provided not less than three weeks thereafter; and,

13 **WHEREAS**, the County of Riverside ("County") owns certain real property consisting of
14 approximately 1.21 acres of vacant land and identified with Assessor's Parcel Number 920-
15 110-004, located in the City of Temecula, County of Riverside, State of California, (the
16 "Property") more particularly legally described in Exhibit "A", attached hereto and by this
17 reference incorporated herein; and,

18 **WHEREAS**, the Property has been assessed and determined to be no longer needed
19 for County use or purposes and it is recommended that the Property be sold in accordance
20 with Government Code Sections 25520 et seq. as required by law; and

21 **WHEREAS**, the County has sent out notices of its desire to sell and offer to other public
22 agencies pursuant to Government Code Section 54222; whereby no public agencies indicated
23 sincere interest during the requisite sixty (60) day period; and,

24 **WHEREAS**, the County now desires to declare the Property as surplus and to initiate
25 the sale of the Property, now, therefore,

26 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of
27 the County of Riverside ("Board"), in regular session assembled in the meeting room of the
28 Board, located at 4080 Lemon Street, Riverside, California, on November 10, 2015, 9:00 am,

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 10-20-15
SYNTHIA M. GUNZEL DATE

1 by a vote of not less than two-thirds of all members concurring, that the Property is no longer
2 needed for County use or purposes and is hereby declared as surplus real property.

3 **BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED and NOTICE IS**
4 **HEREBY GIVEN** that this Board declares its intention to sell the Property pursuant to the
5 provisions of the Government Code Sections 25520, et. seq., upon the following terms and
6 conditions:

7 1. The nature of the fee simple interest in real property to be sold is approximately
8 1.21 acres of vacant land, as depicted on Exhibit "A," identified as Assessor's Parcel Number
9 920-110-004, located in southwestern Riverside County, County of Riverside, State of
10 California.

11 2. The sale will be held on December 15, 2015, in the meeting room of the Board
12 of Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-
13 1359, at 9:30 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date")
14 where sealed bids and oral bids shall be received and considered.

15 3. Sealed written bids will be received by the Clerk of the Board at any time up to
16 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County
17 Administrative Center. Bids shall be submitted on the County's bid form and bids shall be
18 plainly marked on the outside "Proposal to Purchase Real Property in the City of Temecula,
19 County of Riverside, State of California, Assessor's Parcel Number 920-110-004, 9:30 a.m.,
20 December 15, 2015. The County's bid form may be obtained from the Economic Development
21 Agency Real Estate Division, located at 3403 10th Street, 4th Floor, Riverside, California 92501,
22 along with the instructions to bidders. The bid form contains the terms and conditions for the
23 sale of the Property. Prospective bidders may inspect the bid form at no charge.

24 4. All sealed bids shall be for not less than \$75,000 and shall be accompanied or
25 preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in
26 cash, cashier's check, or certified check as security that the successful bidder will complete the
27 terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be
28 obtained solely from the Deputy Director of the Real Estate Division of the Economic

1 Development Agency.

2 5. Balance of the bid amount hereby offered, in excess of the Deposit, shall be
3 paid in cash within sixty (60) days of the bid acceptance.

4 6. After the sealed bids have been opened and read, a call for oral bids will be
5 made until the highest bid has been made and the bidding is closed. Oral bids must be
6 accompanied by a deposit as required for written bid proposal, unless deposit was previously
7 made. The first oral bid shall exceed the highest written proposal by not less than five percent
8 (5%) and any additional oral bids thereafter shall be in incremental amounts not less than five
9 percent (5%). Unless a deposit has been previously made with a sealed written bid, oral
10 bidders must, prior to the time of the bidders first oral bid, submit a Deposit in the amount
11 required by Paragraph 4 of this Resolution in order to be considered.

12 7. If the Board accepts an oral bid, the successful bidder shall submit their highest
13 accepted oral bid in writing on the County's bid form and submit said form, along with any
14 appropriate additional funds so that the Deposit will be equal to three percent (3%) of the
15 accepted bid, to the Deputy Director of the Real Estate Division of the Economic Development
16 Agency no later than 4:00 p.m. on the date of the accepted oral bid to remain the successful
17 bidder for purchase of the Property.

18 8. Final acceptance of the successful bid by the Board may be made on the Sale
19 Date or any adjourned session of the same meeting held within ten (10) days next following.

20 9. The right to reject any and all bids, both written and oral, and to withdraw the
21 property from sale is reserved by the County. If the successful bidder fails to purchase the
22 Property, the County reserves the right to take such measures as it deems appropriate to sell
23 the Property. The County may, but shall have no obligation to, accept the next highest bid, or
24 successive highest bid. In the event that the County desires to accept the next highest bid or
25 successive highest bid upon the first successful bidder failing to purchase the Property, the
26 authorization of the sale shall be submitted to the Board for approval on a future date.

27 10. Deposits of unsuccessful bidders will be returned or refunded after final
28 acceptance of a bid or rejection of all bids, or after withdrawal of the property from sale.

EXHIBIT "A"

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

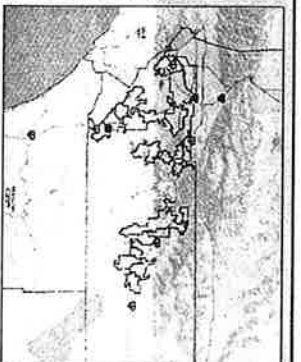
In the City of Temecula, County of Riverside, State of California:

All that portion of Lot 184 as shown by map entitled Map of Temecula Land and Water Company on file in Book 8, Page 359 of Maps, Records of San Diego County, California, lying West of the County Road.

Assessor's Parcel No: 920-110-004

Rustic Glen Surplus Property

APN 920-110-004



- Legend**
- RCLIS Parcels
 - City Boundaries
 - Cities

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

REPORT PRINTED ON... 8/28/2015 12:14:05 PM

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Notes
1.21 acres of vacant hillside land





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

November 19, 2015

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

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

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2015-205

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on:

Tuesday: NOVEMBER 24, 2015
Tuesday: DECEMBER 1, 2015
Tuesday: DECEMBER 8, 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

From: PEC Legals Master <legalsmaster@pe.com>
Sent: Wednesday, November 18, 2015 5:00 PM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Res. No. 2015-205

Received for publication on Nov. 24, Dec. 1 and Dec. 8. 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>
Sent: Wednesday, November 18, 2015 4:41 PM
To: PEC Legals Master
Subject: FOR PUBLICATION: Res. No. 2015-205

Hello. Attached is a Notice of Public Meeting, for publication on Nov. 24, Dec. 1 and Dec. 8, 2015. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant
Clerk of the Board of Supervisors
(951) 955-8464
MS# 1010

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

**RESOLUTION NO. 2015-205
DECLARATION OF SURPLUS REAL PROPERTY AND
NOTICE OF INTENTION TO SELL REAL PROPERTY LOCATED IN THE CITY OF TEMECULA,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ASSESSOR'S PARCEL NUMBER 920-110-004**

WHEREAS, pursuant to California Government Code Sections 25526, a county shall, prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board of Supervisors of the County of Riverside, State of California, in regular session, adopt a resolution declaring its intention to sell the real property determined to be surplus and no longer needed for a county's use and purposes provided not less than three weeks thereafter; and,

WHEREAS, the County of Riverside ("County") owns certain real property consisting of approximately 1.21 acres of vacant land and identified with Assessor's Parcel Number 920-110-004, located in the City of Temecula, County of Riverside, State of California, (the "Property") more particularly legally described in Exhibit "A", attached hereto and by this reference incorporated herein; and,

WHEREAS, the Property has been assessed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law; and

WHEREAS, the County has sent out notices of its desire to sell and offer to other public agencies pursuant to Government Code Section 54222; whereby no public agencies indicated sincere interest during the requisite sixty (60) day period; and,

WHEREAS, the County now desires to declare the Property as surplus and to initiate the sale of the Property, now, therefore,

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled in the meeting room of the Board, located at 4080 Lemon Street, Riverside, California, on November 10, 2015, at 9:00 am, by a vote of not less than two-thirds of all members concurring, that the Property is no longer needed for County use or purposes and is hereby declared as surplus real property.

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED and **NOTICE IS HEREBY GIVEN** that this Board declares its intention to sell the Property pursuant to the provisions of the Government Code Sections 25520, et. seq., upon the following terms and conditions:

1. The nature of the fee simple interest in real property to be sold is approximately 1.21 acres of vacant land, as depicted on Exhibit "A," identified as Assessor's Parcel Number 920-110-004, located in southwestern Riverside County, County of Riverside, State of California.

2. The sale will be held on **December 15, 2015**, in the meeting room of the Board of Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-1359, at **9:30 a.m.**, or as soon thereafter as the agenda of the Board permits, ("Sale Date") where sealed bids and oral bids shall be received and considered.

3. Sealed written bids will be received by the Clerk of the Board at any time up to 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County Administrative Center. Bids shall be submitted on the County's bid form and bids shall be plainly marked on the outside "Proposal to Purchase Real Property in the City of Temecula, County of Riverside, State of California, Assessor's Parcel Number 920-110-004, 9:30 a.m., December 15, 2015. The County's bid form may be obtained from the Economic Development Agency Real Estate Division, located at 3403 10th Street, 4th Floor, Riverside, California 92501, along with the instructions to bidders. The bid form contains the terms and conditions for the sale of the Property. Prospective bidders may inspect the bid form at no charge.

4. All sealed bids shall be for not less than \$75,000 and shall be accompanied or preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as security that the successful bidder will complete the terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be obtained solely from the Deputy Director of the Real Estate Division of the Economic Development Agency.

5. Balance of the bid amount hereby offered, in excess of the Deposit, shall be paid in cash within sixty (60) days of the bid acceptance.

6. After the sealed bids have been opened and read, a call for oral bids will be made until the highest bid has been made and the bidding is closed. Oral bids must be accompanied by a deposit as

required for written bid proposal, unless deposit was previously made. The first oral bid shall exceed the highest written proposal by not less than five percent (5%) and any additional oral bids thereafter shall be in incremental amounts not less than five percent (5%). Unless a deposit has been previously made with a sealed written bid, oral bidders must, prior to the time of the bidders first oral bid, submit a Deposit in the amount required by Paragraph 4 of this Resolution in order to be considered.

7. If the Board accepts an oral bid, the successful bidder shall submit their highest accepted oral bid in writing on the County's bid form and submit said form, along with any appropriate additional funds so that the Deposit will be equal to three percent (3%) of the accepted bid, to the Deputy Director of the Real Estate Division of the Economic Development Agency no later than 4:00 p.m. on the date of the accepted oral bid to remain the successful bidder for purchase of the Property.

8. Final acceptance of the successful bid by the Board may be made on the Sale Date or any adjourned session of the same meeting held within ten (10) days next following.

9. The right to reject any and all bids, both written and oral, and to withdraw the property from sale is reserved by the County. If the successful bidder fails to purchase the Property, the County reserves the right to take such measures as it deems appropriate to sell the Property. The County may, but shall have no obligation to, accept the next highest bid, or successive highest bid. In the event that the County desires to accept the next highest bid or successive highest bid upon the first successful bidder failing to purchase the Property, the authorization of the sale shall be submitted to the Board for approval on a future date.

10. Deposits of unsuccessful bidders will be returned or refunded after final acceptance of a bid or rejection of all bids, or after withdrawal of the property from sale.

IT IS FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board is directed to cause the notice of this intention to sell the Property and the time and place of holding the public bidding sale to be given, pursuant to Government Code Section 25528, by posting copies of this Resolution signed by the Chairman of the Board of Supervisors in three (3) public places in the County of Riverside, not less than fifteen days before the Sale Date, and by publishing the notice pursuant to Government Code Section 6063 at least three (3) weeks before the Sale Date.

(INSERT EXHIBIT A)

ROLL CALL:

Ayes: Jeffries, Washington, Benoit and Ashley

Nays: None

Absent: Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on November 10, 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: November 19, 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:

In the City of Temecula, County of Riverside, State of California:

All that portion of Lot 184 as shown by map entitled Map of Temecula Land and Water Company on file in [Book 8, Page 359](#) of Maps, Records of San Diego County, California, lying West of the County Road.

Assessor's Parcel No: 920-110-004