

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



FROM: John J. Benoit, 4th District Supervisor

SUBMITTAL DATE:
March 31, 2016

SUBJECT: First Amendment to Offer and Agreement to Purchase Real Property, Palm Desert, California; CEQA Exempt, District 4 [\$0] 100% Sale Proceeds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the First Amendment To Offer And Agreement To Purchase Real Property does not constitute a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378);
2. Approve the First Amendment To Offer And Agreement To Purchase Real Property and authorize the Chairman of the Board of Supervisors to execute the same; and
3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

BACKGROUND:

Summary

On November 10, 2015, Minute Order 3-21, the Board of Supervisors adopted Resolution 2015-102, which approved an Offer and Agreement to Purchase Real Property. The property which consists of 17.11 acres of commercially zoned County owned vacant land is located on the northeast corner of the intersection of Monterey Avenue and Dinah Shore Drive in the City of Palm Desert, County of Riverside, State of California, specifically identified as Assessor Parcel Number 685-020-020 (formerly identified as APN 685-020-014).



John J. Benoit, Supervisor 4th District
Board of Supervisors

Prev. Agn. Ref.: 3-21 of 11/10/2015

District: 4

Agenda Number:

BACKGROUND:

Summary (Continued)

On November 10, 2015, Minute Order 3-21, the Board of Supervisors adopted Resolution 2015-102, which approved an Offer and Agreement to Purchase Real Property. The property which consists of 17.11 acres of commercially zoned County owned vacant land, is located on the northeast corner of the intersection of Monterey Avenue and Dinah Shore Drive in the City of Palm Desert, County of Riverside, State of California, specifically identified as Assessor Parcel Number 685-020-020 (formerly identified as APN 685-020-014).

Under the original agreement, Fountainhead Shrugged, LLC, (Buyer) deposited \$50,000 into escrow. The agreement stipulated that the deposit would become non-refundable after 121 days but applicable to the purchase price. The proposed First Amendment will extend the period for the deposit to become non-refundable from 121 days to 301 days, allowing the Buyer additional time to resolve title and development issues. The attached First Amendment to Offer and Agreement to Purchase Real Property has been reviewed and approved as to form by County Counsel.

Pursuant to California Environmental Quality Act Guidelines Section 15378, a project is defined by the whole of an action, which has a potential for resulting in a direct or indirect physical change in the environment. Furthermore, it can be seen with certainty that (as it only involves an extension of time for the Buyer's deposit to become non-refundable) the attached First Amendment to Offer and Agreement to Purchase Real Property will result in no physical change to the environment and is not a "project" under CEQA.

Impact on Citizens and Businesses

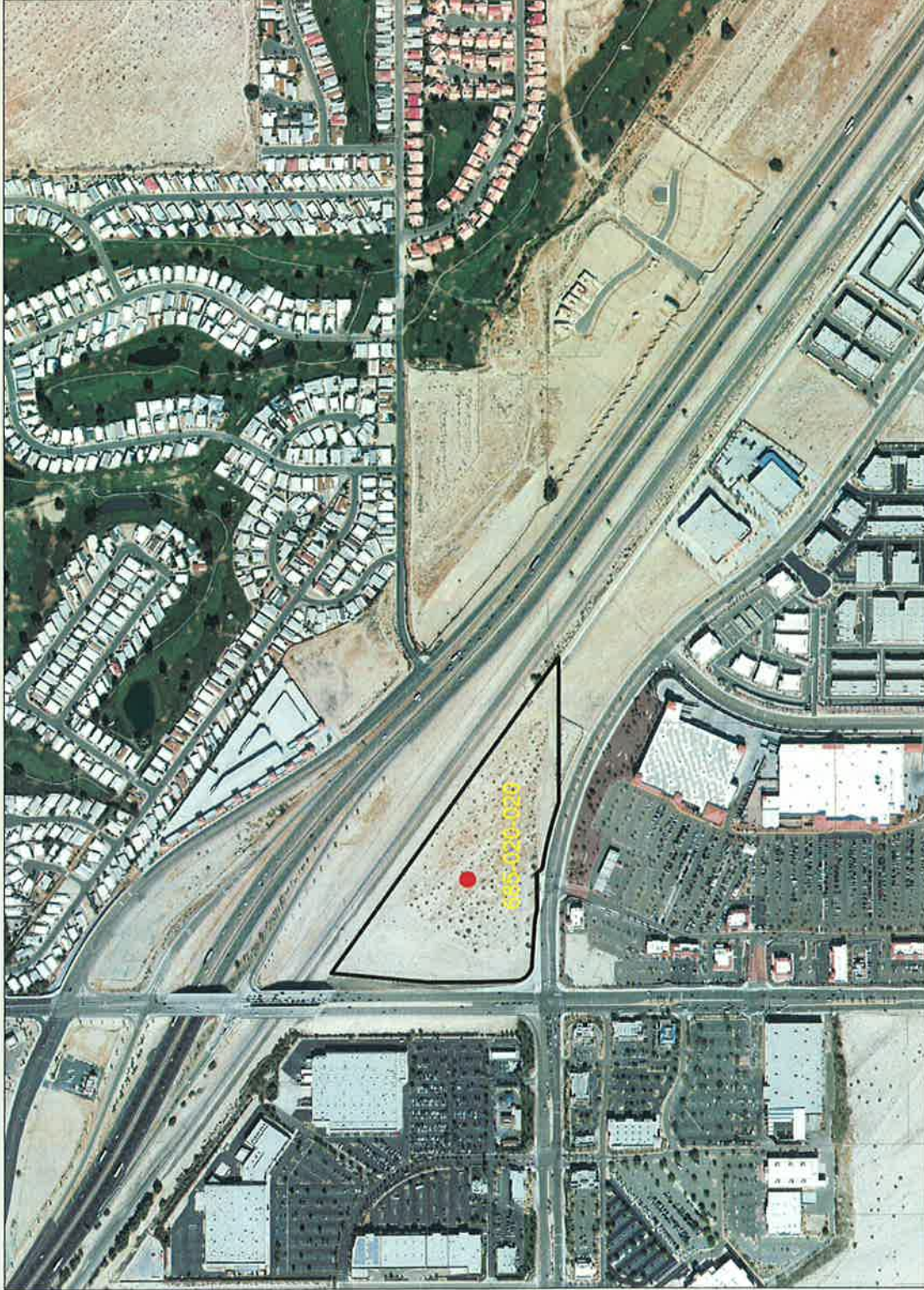
The sale of this site by the County will generate important revenue for County purposes and services. The eventual and proposed development of the site will generate property and sales tax revenue as well as create construction and long-term jobs for this area of the County.

Attachments:

First Amendment to Offer and Agreement to Purchase Real Property (4)
Aerial Image

First Amendment to Offer and Agreement to Purchase Real Property

Monterey Avenue and Dinah Shore Drive in the City of Palm Desert



Legend

Notes
APN#: 685-020-020

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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**FIRST AMENDMENT TO OFFER AND AGREEMENT TO
PURCHASE REAL PROPERTY**

THIS FIRST AMENDMENT TO OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY (“**First Amendment**”), dated as of _____, is entered into by and between the **County of Riverside**, a political subdivision of the State of California, as “**Seller**”, and **Fountainhead Shrugged, LLC**, a California limited liability company, as “**Buyer**”, sometimes collectively referred to as the “Parties”.

RECITALS

A. Seller and Buyer have entered into that certain Offer and Agreement to Purchase Real Property, dated November 10, 2015 (the “**Original Agreement**”) pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller approximately 17.11 acres of vacant land located at Monterey Avenue and Gateway Drive, in Palm Desert, California, specifically identified as Assessor’s Parcel Number 685-020-020 (formerly identified as APN: 685-020-014), consisting of approximately 17.11 acres of vacant land.

B. The Original Agreement together with this Amendment are collectively referred to herein as the “**Agreement**.”

C. The Parties now desire to amend the Agreement to extend the time before Buyer’s Good Faith Initial Deposit becomes non-refundable.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The last sentence of the second paragraph on page one of the Original Agreement which provides:

“Initial Deposit shall become non-refundable but applicable to the Purchase Price on the one hundred twenty first (121) day after SELLER’S execution of the agreement.”

is hereby replaced in its entirety by the following:

“Initial Deposit shall become non-refundable but applicable to the Purchase Price on the three hundred and first (301) day after SELLER’S execution of the agreement.”

2. CAPITALIZED TERMS; AMENDMENT TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original Agreement, including but not limited to those time periods required by Section 5 of the Agreement, shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either Seller or Buyer.

4. EFFECTIVE DATE. This First Amendment to Offer And Agreement To Purchase Real Property shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

SIGNATURE PROVISIONS FOLLOW

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

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

BUYER:
FOUNTAINHEAD SHRUGGED, LLC, a California limited liability company

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: _____
Name: _____
Its: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____
R. Todd Frahm
Deputy County Counsel