

FORM APPROVED COUNTY COUNSEL 4/13/16  
 BY: GREGORY P. PRIAMOS DATE

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

323



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 April 14, 2016

**SUBJECT:** Resolution No. 2016-089, Authorization to Purchase Real Property in the City of Perris, County of Riverside, California, District 5, CEQA Exempt, [\$25,000]; CIP Fund 30705 100%

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

1. Find that the acquisition project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2016-089, Authorization to Purchase Real Property in the City of Perris, County of Riverside, California, identified with Assessor's Parcel Numbers 310-082-009, 310-090-013, and 310-090-014;

(Continued)

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Susana Garcia-Bocanegra 4/14/16

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	\$ 25,000	\$ 0	\$ 25,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: CIP Fund 30705 100%				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

**C.E.O. RECOMMENDATION:**  
 Reviewed by  
**CIP TEAM**  
Alex Hann  
 County Executive Office Signature

APPROVE  
 BY: Rohini Dasika  
 Rohini Dasika

John Hawkins  
 John Hawkins, Fire Chief  
 Riverside County Fire

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: 3-21 of 12/08/15 | District: 5 | Agenda Number:

3-13

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

Economic Development Agency

**FORM 11:** Resolution No. 2016-089, Authorization to Purchase Real Property in the City of Perris, County of Riverside, California, District 5, CEQA Exempt, [\$25,000]; CIP Fund 30705 100%

**DATE:** April 14, 2016

**PAGE:** 2 of 4

**RECOMMENDED MOTION:** (Continued)

3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions, and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete this transaction;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board;
6. Approve a budget increase of \$25,000 for a total of \$1,637,400; and
7. Ratify and authorize a reimbursement to EDA/Real Estate Division for all acquisition costs incurred. The amount to be reimbursed to EDA/Real Estate is \$54,400 in due diligence expenses and \$33,000 in County staff time.

**BACKGROUND:**

**Summary**

The Economic Development Agency Real Estate Division (EDA) on behalf of Riverside County Fire Department (RCFD) proposes that the County of Riverside purchase the fee interest in real property located at 403 and 405 E. 4<sup>th</sup> Street, Perris, California with certain improvements situated thereon, including a two building complex containing approximately 16,112 square foot of office space on a 7.12 acre site. The property is identified with Assessor's Parcel Numbers 310-082-009, 310-090-013, and 310-090-014, and is more particularly described in Exhibit A, Legal Description, attached hereto, and depicted on the attached Map (the Property).

Pursuant to Government Code Section 25350, the County published a notice of intention to purchase that contained a description of the Property proposed to be purchased, the price, the seller, and a statement of the time the Board will meet to consummate the purchase. On December 8, 2015, the Board adopted Resolution No. 2015-210, Notice of Intention to Purchase Real Property in the City of Perris, County of Riverside, California.

The RCFD Administration currently occupies office space at Fire Headquarters located in the City of Perris. It has been determined that the current offices no longer meet the needs of the Fire Department. Fire is seeking to acquire existing space in the City of Perris for a portion of Fire's administrative functions; specifically Finance, Contracts, Human Resources, and Communications/IT. It will also allow the Fire Department to accommodate a radio communication installation shop, which will result in a savings of approximately \$300,000 annually.

RCFD needs a minimum 12,000 square feet of space to accommodate thirty-five plus employees. This facility will mainly serve Fire Department internal customers. The current facility is over fifty years old and lacks expansion space. RCFD has out grown the current facility and there is no room for expansion. RCFD has utilized temporary trailers as much as possible at this location. In addition, the future street development by the

(Continued)

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

Economic Development Agency

**FORM 11:** Resolution No. 2016-089, Authorization to Purchase Real Property in the City of Perris, County of Riverside, California, District 5, CEQA Exempt, [\$25,000]; CIP Fund 30705 100%

**DATE:** April 14, 2016

**PAGE:** 3 of 4

**BACKGROUND:**

**Summary** (Continued)

City of Perris will eliminate the current parking area predominately used for fire trucks and other departmental vehicles. The compound will be split in two by the extension of the existing road. The City of Perris formerly used this Property as a police station. RCFD has been seeking additional office space to lease, but determined that it was more cost effective for the County to purchase the Property rather than leasing the Property.

As a part of its due diligence, the County caused a Phase I and two Phase II Environmental Site Assessments to be performed. The second Phase II included twelve (12) borings which identified two areas where Total Petroleum Hydrocarbons (TPH) exceeding laboratory reporting limits were detected beneath the Property. No contaminants exceeding laboratory limits were located in the remaining ten (10) borings nor were any PCBs exceeding laboratory limits located at the Property.

This acquisition is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption, because it does not change the use of the existing building; and Section 15061(b)(3), General Rule or "Common Sense" Exemption, because there is no possibility that this Project may have a significant effect on the environment.

**Impact on Residents and Businesses**

The acquisition of this Property will benefit the community of the City of Perris. The purchase of this Property will result in the department's presence in the community for many years. The rehabilitation of the buildings and the Property in general will bring a benefit to a mixed-use area, as the current buildings and properties have been unoccupied for some time.

Resolution No 2016-089 and the Agreement of Purchase and Sale and Joint Escrow Instructions have been reviewed and approved by County Counsel as to legal form.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the estimated funding necessary for the acquisition of the real property identified with Assessor's Parcel Numbers 310-082-009, 310-090-013, and 310-090-014. The revised cost due to the increased environmental studies is shown below:

	Original	Revised	Total
Acquisition:	\$ 1,550,000		
Estimated Title and Escrow Charges:	5,000		
Preliminary Title Report	400		
County Appraisal	7,000		
Environmental Studies	15,000	\$20,000	\$35,000
Inspection	7,000		
County Staff Time includes EDA Real Estate, EDA Environmental and County Counsel	28,000	5,000	33,000
Total Estimated Acquisition Costs (Not to exceed)	\$1,612,400	\$25,000	\$1,637,400

(Continued)

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

Economic Development Agency

**FORM 11:** Resolution No. 2016-089, Authorization to Purchase Real Property in the City of Perris, County of Riverside, California, District 5, CEQA Exempt, [\$25,000]; CIP Fund 30705 100%

**DATE:** April 14, 2016

**PAGE:** 4 of 4

**SUPPLEMENTAL:**

**Additional Fiscal Information**

All costs associated with the acquisition of this property are funded by Capital Improvement CIP Fund 30705, and will be repaid by the Fire Department Budget.

Attachments:

Resolution No. 2016-089 with Exhibit A

(4) Agreement of Purchase and Sale and Joint Escrow Instructions

Notice of Exemption

Aerial Image

FORM APPROVED COUNTY COUNSEL  
BY: R. TODD FRAHM  
DATE 4/13/16

1 Board of Supervisors

County of Riverside

2 Resolution No. 2016-089

3 Authorization to Purchase Real Property

4 Located In the City of Perris, County of Riverside, California

5 Assessor's Parcel Numbers: 310-082-009, 310-090-013, and 310-090-014

6  
7 WHEREAS, City of Perris, a municipal corporation, ("Seller"), is the owner of  
8 certain real property located in the City of Perris, County of Riverside, State of  
9 California, consisting of approximately 7.12 acres of land, with certain improvements  
10 situated thereon, including an office complex with approximately 16,112 square feet of  
11 office area in two buildings, identified with Assessor's Parcel Numbers 310-082-009,  
12 310-090-013, and 310-090-014 ("Property"); and

13 WHEREAS, the County of Riverside ("County") desires to acquire from Seller  
14 and Seller desires to sell to the County the Property pursuant to the terms of an  
15 Agreement of Purchase and Sale of Real Property with Joint Escrow Instructions; and

16 WHEREAS, on December 8, 2015, the Board of Supervisors of the County of  
17 Riverside adopted Resolution No.2015-210, a Notice of Intention to Purchase Real  
18 Property in the City of Perris, County of Riverside, California; and

19 WHEREAS, the County has reviewed and determined that the purchase of the  
20 Property as being categorically exempt from the California Environmental Quality Act  
21 ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3)  
22 because the proposed project is the purchase of real property involving the transfer of  
23 title to the real property for the continued use of existing improvements situated on the  
24 Property with no major improvements occurring at this time and no significant impacts  
25 on the environment; now, therefore,

26 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the  
27 Board of Supervisors of the County of Riverside ("Board"), in regular session  
28 assembled on or after April 26, 2016, at 9:00 a.m. or soon thereafter, in the meeting

1 room of the Board of Supervisors located on the 1st floor of the County Administrative  
2 Center, 4080 Lemon Street, Riverside, California, based upon a review of the  
3 evidence and information presented on the matter, as it relates to this acquisition, this  
4 Board:

5 1. Has determined that the proposed acquisition project is categorically  
6 exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and  
7 15061(b)(3) because the County is merely purchasing the fee interest in the Property  
8 to continue the present use of the Property and it can be seen with certainty that there  
9 is no possibility that the activity in question will have a significant effect on the  
10 environment; and

11 2. Authorizes the purchase of the Property located in the City of Perris,  
12 County of Riverside, State of California, identified with Assessor's Parcel Numbers  
13 310-082-009, 310-090-013, and 310-090-014, consisting of a 12,089 square feet  
14 office building and an additional 3,470 secondary building on approximately 7.12 acres  
15 of land, more particularly described in Exhibit "A" Legal Description, from the City of  
16 Perris, in the amount of One Million Five Hundred Fifty Thousand Dollars  
17 (\$1,550,000.00), pursuant to terms and conditions in that certain Agreement of  
18 Purchase and Sale and Joint Escrow Instructions between the County and Seller.

19 BE IT FURTHER RESOLVED, DETERMINED and ORDERED that this Board  
20 hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions  
21 between the County of Riverside and the City of Perris ("Agreement") and authorizes  
22 the Chairman of the Board of Supervisors of the County of Riverside to execute the  
23 Agreement on behalf of the County.

24 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County  
25 Executive Officer/EDA, or his designee, is authorized to execute any other documents  
26 and administer all actions necessary to complete the purchase of real property.

1 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board  
2 of Supervisors has given notice hereof pursuant to California Government Code  
3 Section 6063.

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

6 BE IT FURTHER RESOLVED AND DETERMINED to approve a budget  
7 increase of \$25,000 for a total of \$1,637,400.

8 BE IT FURTHER RESOLVED AND DETERMINED that EDA/Real Estate  
9 Division be reimbursed for all costs incurred relating to the acquisition. The amount to  
10 be reimbursed to EDA/Real Estate is not-to-exceed \$54,400 in due diligence expenses  
11 and \$33,000 in staff time.

## **EXHIBIT "A"**

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

Lot(s) "A", "B", "C", "D" and "E" of Block 1 and Lot(s) "C", "D" and "E" and the Southerly 10 feet of Lot "B" in Block 2 of Figadota Farms No. 5, as shown by Map on file in Book 16, Page 78 of Maps, Riverside County Records, together with the East 300 feet of West 330 feet of Lettered Lot "R" (Seventh Street) adjoining the South line of Lot "E" in Block 1 of said Figadota Farms No. 5, as abandoned by Resolution of Board of Supervisors of Riverside County, a certified copy of which was recorded June 3, 1952 in Book 1375, Page 128 Official Records in the City of Perris, County of Riverside, State of California, in the Office of the County Recorder of Riverside County.

Tax Assessor's Number(s): 310-082-009-9 and 310-090-013-7 and 310-090-014-8



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

**BY AND BETWEEN**

**THE CITY OF PERRIS  
a municipal corporation**

**AS SELLER**

**AND**

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

**AS BUYER**

**RELATING TO**

**403, 405 E. 4<sup>th</sup> Street, Perris, California**

**Assessor's Parcel Numbers 310-082-009, 310-090-013 and 310-090-014**

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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") and the CITY OF PERRIS, a municipal corporation ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

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

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

(b) **Property:** Seller is the owner of certain real property located in the City of Perris of the County of Riverside, State of California, consisting of approximately 7.12 acres of land, commonly known as 403 and 405 E. 4<sup>th</sup> Street, Perris, California, with Assessor's Parcel Numbers 310-082-009, 310-090-013, 310-090-014, which is more particularly described in Exhibit "A", attached hereto and incorporated herein, and the related improvements, including a two building complex containing approximately 16,089 square foot which was formerly used as a Perris police station ("Property");

(c) **Purchase Price:** The Purchase Price for the Property is One Million Five Hundred Fifty Thousand Even Dollars (\$1,550,000.00);

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

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

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

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

(h) **Notices:** Will be sent as follows to:  
Seller: City of Perris  
Attn: Michael McDermott  
135 N D Street  
Perris, California 92570

Telephone: 951-943-6100 x277  
Email: mmcdermott@cityofperris.org

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

Escrow Holder: Lawyers Title Company  
Attn: Colleen Graves  
Address: 625 E. Carnegie Dr #105  
City: San Bernardino, CA 92408  
Telephone: 909-963-5570  
Email: [cgraves@ltic.com](mailto:cgraves@ltic.com)

Title Company: Lawyers Title Company  
Address: 3480 Vine Street, Suite 300  
City: Riverside, CA. 92507  
Attn: Peggy Jones  
Telephone: 949-724-3170  
Email: [tu67@ltic.com](mailto:tu67@ltic.com)

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

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

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

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

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

there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

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

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

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

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

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

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

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

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

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

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

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

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

(a) Title. Buyer has obtained Preliminary Report #615673239 dated July 10, 2015, for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report.

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

(c) Delivery of Information. Within ten (10) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

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

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

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

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

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

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

7.3 Termination of Agreement. Buyer will have until the time period provided in this Agreement to approve or disprove of the condition of the property. During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

**8. Due Diligence by Buyer.** SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable notice before going on the Property.

8.1 Matters To Be Reviewed. Buyer must complete its due diligence investigation of and has approved each of the following matter prior to the Close of Escrow.

Seller shall cooperate with Buyer in Buyer's investigation, including but not limited to any of the following:

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

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

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

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

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

(b) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

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

(ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 16.2 below; and

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

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

8.3 Condition & Delivery of Premises. Upon Close of Escrow and completion of Buyer's due diligence, the Property will be purchased and delivered in an AS-IS, WHERE IS condition, subject to the conditions set forth in this Agreement, with free and clear title delivered by Seller.

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

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

11. **Costs and Expenses.**

11.1 Seller will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) One half of the escrow and recording fees;
- (d) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (e) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (f) Seller's share of prorations, if applicable;

11.2 Buyer will pay:

- (a) One half of the escrow and recording fees;
- (b) Sum difference in the amount between the CLTA policy and the ALTA Extended Owner's Policy and any title endorsements, if requested by the Buyer; and
- (c) Buyers share of prorations, if applicable.

12. **Prorations.**

12.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is public entity and exempt from payment of any real property taxes. There will be no proration of

taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of escrow, and if eligible, to receive such refund. Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

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

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

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

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

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

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

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



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

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

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

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

## 15. **Indemnification.**

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

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

## 16. **Hazardous Substances.**

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

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

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

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

16.2 Seller's Representations and Warranties. Buyer acknowledges that the Property was acquired by Seller from Southern California Edison ("Edison") in 1999 and that Seller has no knowledge of Edison's use of the Property or of any Hazardous Substances arising out of Edison's use or ownership of the Property. To Seller's actual knowledge, except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement, that during Seller's ownership of the Property:

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

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

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

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

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

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

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

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

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow

pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

16.4 Release. Except as expressly provided in this Agreement, Buyer hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Buyer may now or hereafter have against Seller and the officers, attorneys, employees, and agents of Seller, whether known or unknown under any environmental law, common law, in equity or otherwise with respect to (1) any past, present or future presences or existence of Hazardous Substances on, under or about the Property (including, without limitation, in the groundwater underlying the Property) or (2) any past, present or future violations of any environmental laws; provided, however, that the foregoing waiver and release shall not extend to liability caused by Hazardous Substances brought onto the Property by Seller.

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

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

18.9 Survival. Sections 12, 15, 16 and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

18.10 Brokers. Seller represents and warrants that, Seller has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If Seller is in fact represented in this sale, Seller shall pay a commission to Seller's Broker as may be set forth in a separate written agreement between Seller and Seller's Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by Seller. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by Seller's Broker or any person arising from or by reason of Seller's conduct with respect to this transaction. The provisions of this Section 18.10 shall survive Closing hereunder or earlier termination of this Agreement until the limitations period has run for such claims.

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

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

[Signatures Provisions on the Following Page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED AND EXECUTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND THE CITY OF PERRIS CITY COUNCIL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

BUYER:

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

By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisor

Date: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

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

By: \_\_\_\_\_  
Tossie Priamos  
Deputy County Counsel

SELLER:

CITY OF PERRIS, a municipal corporation

By: \_\_\_\_\_  
Richard Belmudez, City Manager

Date: 3/14/16

ATTEST:

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eric Dunn, City Attorney

CAO:ra/030816/052FR/18.120

PROJECT: Lake Riverside Fire Station #77  
APN: 580-240-022

## EXHIBIT A

### LEGAL DESCRIPTION

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

Lot(s) "A", "B", "C", "D" and "E" of Block 1 and Lot(s) "C", "D" and "E" and the Southerly 10 feet of Lot "B" in Block 2 of Figadota Farms No. 5, as shown by Map on file in Book 16, Page 78 of Maps, Riverside County Records, together with the East 300 feet of West 330 feet of Lettered Lot "R" (Seventh Street) adjoining the South line of Lot "E" in Block 1 of said Figadota Farms No. 5, as abandoned by Resolution of Board of Supervisors of Riverside County, a certified copy of which was recorded June 3, 1952 in Book 1375, Page 128 Official Records in the City of Perris, County of Riverside, State of California, in the Office of the County Recorder of Riverside County.

Tax Assessor's Number(s): 310-082-009-9 and 310-090-013-7 and 310-090-014-8

## EXHIBIT "A"

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

Lot(s) "A", "B", "C", "D" and "E" of Block 1 and Lot(s) "C", "D" and "E" and the Southerly 10 feet of Lot "B" in Block 2 of Figadota Farms No. 5, as shown by Map on file in Book 16, Page 78 of Maps, Riverside County Records, together with the East 300 feet of West 330 feet of Lettered Lot "R" (Seventh Street) adjoining the South line of Lot "E" in Block 1 of said Figadota Farms No. 5, as abandoned by Resolution of Board of Supervisors of Riverside County, a certified copy of which was recorded June 3, 1952 in Book 1375, Page 128 Official Records in the City of Perris, County of Riverside, State of California, in the Office of the County Recorder of Riverside County.

Tax Assessor's Number(s): 310-082-009-9 and 310-090-013-7 and 310-090-014-8

# EXHIBIT B

Recorded at request of and return to:  
County of Riverside  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> 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: Fire Admin Relocation  
APNs: 310-082-009, 310-090-013 and  
310-090-014

## GRANT DEED

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

**CITY OF PERRIS, a municipal corporation**

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

See Exhibit "A" attached hereto  
And made part hereof

PROJECT: Fire Admin Relocation  
APNs: 310-082-009, 310-090-013 and 310-090-014

Dated: 3/14/16

GRANTOR:

CITY OF PERRIS, a municipal corporation

By: Richard Belmudez

Name: RICHARD Belmudez

Its: City Manager



PROJECT: Fire Admin Relocation  
APNs: 310-082-009, 310-090-013 and 310-090-014

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed from the CITY OF PERRIS, a municipal corporation, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors on the date below and the COUNTY OF RIVERSIDE consents to the recordation thereof by its duly authorized officer.

Date \_\_\_\_\_

GRANTEE:

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

FORM APPROVED COUNTY COUNSEL  
BY: RT 4/7/16  
R. TODD FRAHM DATE

## EXHIBIT "A"

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

Lot(s) "A", "B", "C", "D" and "E" of Block 1 and Lot(s) "C", "D" and "E" and the Southerly 10 feet of Lot "B" in Block 2 of Figadota Farms No. 5, as shown by Map on file in Book 16, Page 78 of Maps, Riverside County Records, together with the East 300 feet of West 330 feet of Lettered Lot "R" (Seventh Street) adjoining the South line of Lot "E" in Block 1 of said Figadota Farms No. 5, as abandoned by Resolution of Board of Supervisors of Riverside County, a certified copy of which was recorded June 3, 1952 in Book 1375, Page 128 Official Records in the City of Perris, County of Riverside, State of California, in the Office of the County Recorder of Riverside County.

Tax Assessor's Number(s): 310-082-009-9 and 310-090-013-7 and 310-090-014-8



## NOTICE OF EXEMPTION

September 16, 2015

**Project Name:** County of Riverside, Resolution No. 2015-211 Authorization to Purchase Real Property

**Project Number:** FM0412700052

**Project Location:** 403 and 405 East 4th Street, Perris, California; APN: 310-082-009, 310-090-013, and 310-090-014 (See attached exhibit).

**Description of Project:** The Economic Development Agency Real Estate Division (EDA) on behalf of Riverside County Fire Department (RCFD) proposes that the County of Riverside purchase the fee interest in real property with certain improvements situated thereon, including a two building complex containing approximately 16,112 square foot of office space on a 7.12 acre site in the City of Perris. The property at 403 and 405 E. 4th Street is located at the southeast corner of 4th and G Streets in the City of Perris and also identified with Assessor's Parcel Numbers 310-082-009, 310-090-013, and 310-090-014. The RCFD Administration currently occupies office space at Fire Headquarters located in the City of Perris. It has been determined that the current offices no longer meet the needs of the Fire Department. RCFD is seeking to acquire new space in the City of Perris for a portion of Fire's administrative functions; specifically Finance, Contracts, Human Resources, and Communications/IT. RCFD needs approximately 12,000 square feet of space to accommodate thirty-five (35) plus employees. This facility will mainly serve Fire Department internal customers. The current facility is over fifty years old and RCFD has out grown the footprint. There is no room for expansion. RCFD have utilized temporary trailers as much as possible at this location. In addition, the future street development by the City of Perris will eliminate the current parking area. The compound will be split in two by the extension of the existing road. The acquisition of the current site will benefit the community of the City of Perris. The residents and businesses will be able to enjoy the safety benefits of having County Fire Department offices and Fire's fleet services located within this area of the County. There will be minor tenant improvements within both buildings. The project does not involve any changes to land use, the existing building or environment.

**Name of Public Agency Approving Project:** County of Riverside

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

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities, Class 1 and General Rule Exemption Section 15061(b)(3)

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by CEQA Guidelines:

- Section 15301, Class 1 Existing Facilities Exemption. The project described above is exempt from CEQA pursuant to Section 15301 because it does not change the use of the existing buildings, does not change the existing buildings' footprint and does not involve changes to the existing environment. The project only changes the ownership of the existing buildings, creates a leasehold interest and makes minor interior tenant improvements to the existing buildings.

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

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

Administration  
Aviation  
Business Intelligence  
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Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

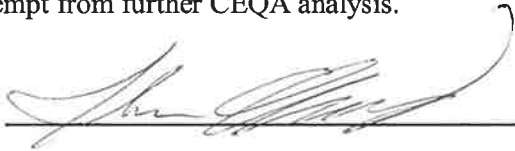
Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

- 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 *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

With certainty, there is no possibility that the Project may have a significant effect on the environment. The project only changes the ownership of the existing buildings, creates a leasehold interest and makes minor interior tenant improvements. Accordingly, the project does not create either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Additionally, any upgrades to the site would primarily entail minor tenant improvements which would not result in any direct or indirect physical environmental impacts. The site is developed and no impacts to biological, cultural, or historical resources would occur. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_






9/16/15

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

# Assessor's Parcel Numbers: 310-082-009, 310-090-013, and 310-090-014



## Legend

-  RCLIS Parcels
- roadsanno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
-  counties
-  cities
- hydrographylines
- waterbodies
-  Lakes
-  Rivers



0 364 727 Feet



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## Notes

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** County of Riverside, Resolution No. 2015-211 Authorization to Purchase Real Property

**Accounting String:** 528500-47220-7200400000- FM0412700052

DATE: September 16, 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: Craig Olsen, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_



Date: September 16, 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 # FM0412700052**  
County of Riverside, Resolution No. 2015-211 Authorization to Purchase Real Property

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

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

Attachment

cc: file

# Assessor's Parcel Numbers: 310-082-009, 310-090-013, and 310-090-014



## Legend

- RCLIS Parcels
- roadsanno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers

## Notes

"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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