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



FROM: Economic Development Agency

SUBMITTAL DATE: April 21, 2016

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. 2016-080 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 May 3, 2016, 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)

Assistant County Executive Officer/EDA

FINANCIAL DATA	Total Cost: C			ngoing Cost:	70.11	POLICY/CONSENT (per Exec. Office)			
COST	\$ 10,000	\$	0	\$	10,000	\$	(Canaci	nt □ Policy 🖬
NET COUNTY COST	0	\$	0	\$	(O Consent D Po			
SOURCE OF FUN				Budget Adjust	ment: 1	No			
							For Fiscal Yea	r: 2	2015/16
C.E.O. RECOMME	NDATION:			APPR(WE				

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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. 2016-080 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: April 21, 2016

PAGE: 2 of 3

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. 2016-080 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 General Fund Sub-Fund 11183, pursuant to Board Policy B-32; 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 April 5, 2016, the Board of Supervisors adopted Resolution No. 2016-079, 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 2016-079 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. 2016-080 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: April 21, 2016

PAGE: 3 of 3

Impact on Citizens and Businesses

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

Based upon the appraised value less County staff costs and expenses in the amount of \$10,000, this sale is expected to generate approximately \$65,000. 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. 2015-080 with Exhibits A
Offer and Agreement to Purchase Real Property
Notice of Exemption
Aerial Image

FORM APPROVED COUNTY COUNȘEI

Board of Supervisors

County of Riverside

RESOLUTION NO. 2016-080

ACCEPTANCE OF THE HIGHEST BID AND 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

WHEREAS, the County of Riverside ("County") owns certain 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, 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, on April 5, 2016, the Property was declared as surplus real property and the notice of intention to sell the Property was directed to be posted and published pursuant to Government Code Sections 25528 and 6063 and a date was set for conducting the public sale in a public hearing of the Board of Supervisors for the County of Riverside; and,

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

WHEREAS, the Board of Supervisors desires to authorize the sale of the Property, approve the Offer and Agreement to Purchase Real Property with the successful bidder who submitted the highest bid that was accepted by the Board and authorize the Chairman to

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

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside County ("Board"), at the close of conducting the public hearing for the public bidding to sell the Property, assembled on or after May 3, 2016, at 9:30 or soon thereafter, that it hereby finds the sale of the Property as categorically exempt from CEQA under State CEQA Guidelines Section 15312, Sale of Surplus Government Property Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption, accepts the highest bid and authorizes the sale of the Property to the highest bidder who was accepted by the Board ("Buyer") in accordance with the terms and conditions provided in that certain Offer and Agreement to Purchase Real Property and the following:

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

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.

JF:ra/022216/250FM/17.725 S:\Real Property\TYPING\Docs-17.500 to 17.999\17.725.doc

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 <u>Book 8, Page 359</u> 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., May 3, 2016

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. 2015-079, 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)
В.	Instructions to Bidders
C.	Proposal to purchase real property located in City of Temecula, County of Riverside, State of California, 9:30 a.m., May 3, 2016
	with Exhibit "A"3 pages
D,	Bidder's Questionnaire
E.	Offer and Agreement to Purchase Real Property9 pages

SECTION A

RESOLUTION NO. 2016-079
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. 2016-079, 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., May 3, 2016".
- 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 May 3, 2016, 9:30 a.m. APN: 920-110-004

Date of Submittal	

Pursuant to Resolution No. 2016-079, 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. 2016-079, 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. 2016-079 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 subagent, 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.

is reserved.	J.	The right to reject all	bids, both written and oral, and to withdraw from sale
Dated:			
			(Bidder's Signature)
		Name: _	
		Address: _	

CONFIDENTIAL

BIDDER'S QUESTIONNAIRE INDIVIDUAL

This questionnaire is a part of your bid to purchase the real property described in Resolution No. 2016-079, 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.	PERS	SONAL INFORMATION:
	A.	Full name (print)
	В.	Home address
	C.	Home telephone no
	D.,	Your education
II		NESS INFORMATION: Fill in this information if you are, or ever have been self- byed or presently work in your own business.
	A.	Name, address, and telephone no. of business
	В.	What is the nature of the business?
	С.	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

				DATES E <u>ROM</u>	MPLOYE TO	D WAGES
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			-			
3.	Job Descriptions: Des job listed above. Use the number and type of your immediate sup	back side of of employees	the she	et or atta	ach sheet	s as required
'DD	ITIONAL INFORMATIO	<u>DN</u> : List an	y addit	ional in	formation	which migh

Assessor's Parcel Number: 920-110-004

BIIVER:

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

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

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 2016-079, attached hereto as "Exhibit A-1," upon the terms and conditions as stated herein for	2012.	
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	SELLER:	County of Riverside, a political subdivision of the State of California
the purchase price of:	agrees to Temecula, 2016-079,	sell the real property, hereinafter referred to as the "Property," located in the City of County of Riverside, further described below in Section 1, and in the Resolution attached hereto as "Exhibit A-1," upon the terms and conditions as stated herein for

(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.

	i. Title to the Property to be conveyed pursuant to this Agreement shall be the by BUYER below. Verify and initial ()
ž 	(Print or Type full legal name of Grantee)
	ARE THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT FAX CONSEQUENCES AND HAS GIVEN THIS MATTER SERIOUS N.
responsible for ta	IONS . Property taxes shall not be prorated to the close of escrow. BUYER is exes and assessments that are due and payable at the close of escrow. There proration's made in connection with this purchase.
	THE PROPERTY WILL BE REASSESSED UPON CHANGE OF THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After close of emental Tax Bill will be issued which shall be the responsibility of BUYER to
13. POSSES : at close of escrov	SION. Possession and occupancy of the Property shall be delivered to BUYER v.
14. PROPER	TY SOLD IN "AS-IS" CONDITION.
of this Agreemen or repairs of a	JYER acknowledges that the Property is sold in "as-is" condition, as of the date t, without warranty, and that SELLER is not responsible for making corrections ny nature. BUYER further acknowledges that SELLER has made now 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;
l.	Neighborhood or area conditions, including schools, proximity and

Page **4** of **7**

____/___(initial)

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.**

returned to BUYER without consideration of SELLER.

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.

SELLE	R's	Initials	s	/	-		ŀ	BUYE	R's Initials		/_				
Failure	to	initial	the	paragraph	above	renders	this	offer	non-respo	nsive	and	the	offer	will	be

- 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.

lf	to	SEI	11	FR

If to BUYER:

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

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	BUYER:	
By: John J. Benoit, Chairman Board of Supervisors	By: Name: Its:	
	BUYER hereby submits this off with full cognizance of the term conditions contained herein.	
ATTEST: Kecia Harper-Ihem Clerk of the Board	conditions contained noroin.	
By: Deputy		

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

R. Todd Frahm

Deputy County Counsel

Recorded at request of and return to: Economic Development Agency/ Facilities Management 3403 10th Street, Suite 400 Riverside, California 92501

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

SV:ra/111915/250FM/17.965

Space above this line reserved for Recorder's Use

PROJECT: Rustic Glen Surplus

APN:

920-110-004

QUITCLAIM DEED

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the	City of	Tem	ecula,	County	of Rivers	ide,	State of	Califo	ornia,	as mo	re p	articu	larly
desc	cribed i	n that	certair	ı legal d	escription	attac	hed her	eto as	Exhibi	t A an	d inco	огрога	ated
here	in by tl	nis ref	erence	, togeth	er with all	appu	rtenant e	easem	ents a	nd acc	ess r	ights	and
					rtenant to								
("Pro	perty").		• •				-	•				

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

Dated:	GRANTOR:
	County of Riverside, a political subdivision of the State of California
	By: John J. Benoit, Board of Supervisors
	this certificate verifies only the identity of the individual rtificate is attached, and not the truthfulness, accuracy,
STATE OF CALIFORNIA COUNTY OF))ss)
On h	efore me a Notany
Public in and for said C	efore me,, a Notary ounty and State, personally appeared , who proved
subscribed to the within instrument and same in his/her/their authorized capacit	dence to be the person(s) whose name(s) is/are acknowledged to me that he/she/they executed the ty(ies), and that by his/her/their signature(s) on the ipon behalf of which the person(s) acted, executed
l certify under PENALTY OF PERJUR` foregoing paragraph is true and correc	Y under the laws of the State of California that the t.
WITNESS my hand and official seal:	
Signature	[SEAL]

BY: R. TODD FRAHM DATE

PROJECT: Rustic Glen Surplus APN: 920-110-004

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 <u>Book 8, Page 359</u> of Maps, Records of San Diego County, California, lying West of the County Road.

Assessor's Parcel No: 920-110-004



NOTICE OF EXEMPTION

February 23, 2016

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 April 5, 2016, the Board of Supervisors (Board) adopted Resolution No. 2016-079, 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.

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. If a party is interested in purchasing the Property under the terms and conditions set by the Board in the Resolution No 2016-079 and the Bid Forms, the proposal shall be submitted to the Board for its review and consideration on whether to accept the proposal. 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 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: _ 2/23/14

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

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name:	Sale of Surplus Property, Temecula
Accounting String:	524830-47220-7200400000- FM0417200250
DATE:	February 23, 2016
AGENCY:	Riverside County Economic Development Agency
	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND OR THE ACCOMPANYING DOCUMENT(S).
NUMBER OF DOCU	JMENTS INCLUDED: One (1)
AUTHORIZED BY:	Mike Sullivan, Senior Environmental Planner, Economic Development
Signature:	Mall Film
PRESENTED BY:	Jose Ruiz, Real Property Agent, Economic Development Agency
	-TO BE FILLED IN BY COUNTY CLERK-
ACCEPTED BY:	-
DATE:	-
RECEIPT # (S)	-



Date:

February 23, 2016

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

www.rivcoeda.org



Notes

1.12 acres of vacant hillside land

346 RCIT

(2)

693 Feet

REPORT PRINTED ON... 2/25/2016 9:26:04 AM

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