Departmental Concurrence

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



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE: June 19, 2014

SUBJECT: Resolution No. 2014-075, Authorization to Purchase Real Property located in Hemet, District 3/District 3, CEQA Exempt, [\$258,750], Community Development Block Grant Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Find that the purchase of the vacant parcel is exempt from California Environmental Quality Act (CEQA) Guidelines Section 15061 (b)(3), as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and Section 15301, Class 1, as the project involves paving of a parking lot;
- 2. Adopt Resolution No. 2014-075, Authorization to Purchase Real Property in Hemet, located at 723 N. State Street, Hemet, County of Riverside, identified as Assessor's Parcel Number 439-060-013, from the Housing Authority for the County of Riverside:

(Continued)

Robert Field

Assistant County Executive Officer/EDA

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C.E.O. RECOMME	ENDA	ATION:		API	PRQ	/ E _∧	•	7		
(CDBG)									For Fiscal Year	: 2014/15 A
SOURCE OF FUN	DS:	100% Comr	nunity	Developn	ent l	3lock	Grant		Budget Adjusti	
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g cost	\$	258,750.	\$	(). \$		258,750.	\$	0	Consent □ Policy
FINANCIALIDATA	Curre	ent Fiscal Year:	Next Fis	cal Year:	Tot	il Cost		Or	going Cost:	POLICY/CONSENT

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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ns Added		On motion of Supervisor Stone, seconded by Superv unanimous vote, IT WAS ORDERED that the above matter	isor Benoit and duly carried by is approved as recommended
□ Positio	☐ Change C	Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley Nays: None Absent: None	Kecia Harper-Ihem Clerk of the Board By: Deputy
	o l	Date: July 1, 2014 xc: EDA, HA	Deputy

(Comp. items 9-2,

Prev. Agn. Ref.: 3-11 of 6/3/14

XC:

4/5 Vote

A-30

District: 3/3.

Agenda Number:

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

Economic Development Agency

FORM 11: Resolution No. 2014-075, Authorization to Purchase Real Property located in Hemet, District

3/District 3, CEQA Exempt, [\$258,750], Community Development Block Grant Funds 100%

DATE: June 19, 2014

Page 2 of 2

RECOMMENDED MOTION: (Continued)

- 3. Approve the Agreement of Purchase and Sale with Joint Escrow Instructions between the County and the Housing Authority and the Notice of Use Restrictions, and authorize the Chairman to execute the documents necessary to complete the purchase of the real property;
- 4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to administer any other actions to complete this transaction:
- 5. Direct Clerk of the Board to file the Notice of Exemption with the County Clerk; and
- 6. Authorize reimbursement to EDA/Real Estate for costs incurred for all acquisition expenses. The amount to be reimbursed to EDA/Real Estate shall not exceed \$13,750 in due diligence costs and \$25,000 for staff time.

BACKGROUND:

Summary

The Economic Development Agency (EDA) on behalf of the County of Riverside has negotiated to purchase real property located at 723 N. State Street, Hemet, Riverside County, identified as Assessor's Parcel Number 439-060-013, more particularly described in Exhibit A, attached hereto, to construct a new parking lot which will better serve the Hemet Workforce Development Center.

The current parking space at the center is insufficient to accommodate the increasing number of new clients and additional staff and is in need of additional parking stalls. Once purchased, the County proposes to have the vacant parcel constructed and paved for a new parking lot and driveway.

Impact on Residents and Businesses

The impact to the Hemet Service Center will be generally positive as the acquisition for the vacant parcel contiguous to the center will allow for construction of a parking lot which will allow for additional parking space needed by the center to provide the various services to the community. In addition, the construction phase will provide important construction jobs throughout the construction phase.

SUPPLEMENTAL:

Additional Fiscal Information

EDA has already covered most of the costs for due diligence (appraisal and a preliminary title report).

Purchase Price	\$220,000
Appraisal	3,500
Estimated Escrow and Title Charges	10,250
Staff Labor	25,000
Total	\$258,750

Contract History and Price Reasonableness

This is an acquisition. The purchase price is fair market value as determined by an independent fee appraiser.

Attachments: Resolution No. 2014-075, Authorization to Purchase Real Property in Hemet, Agreement of Purchase & Sale with Joint Escrow Instructions, Notice of Exemption, Grant Deed, Notice of Use Restrictions

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APPROVED COUNTY COUNSEL

RESOLUTION NO. 2014-075 **AUTHORIZATION TO PURCHASE REAL PROPERTY** 723 N. STATE STREET.

CITY OF HEMET, CALIFORNIA

(Assessor's Parcel Number 439-060-013)

WHEREAS, the County of Riverside has negotiated to purchase real property identified as APN: 439-060-013 in the City of Hemet; and

WHEREAS, there is an immediate need to provide the Hemet Service Center with additional parking located at 749 N. State Street, Hemet, CA; and

WHEREAS, the acquisition will permit the Hemet Service Center to better serve the growing number of new clients in Hemet and surrounding communities by providing additional parking space.

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on June 3, 2014, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after July 1, 2014, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the County of Riverside will purchase real property, more particularly described as Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately 0.91 acres at a purchase price not-to-exceed dollars (\$220,000).

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1	BE IT FURTHER RESOLVI
2	of EDA is expected to expend ap
3	Fifty Dollars (\$38,750) for typical tr
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8	ROLL CALL:
9	Ayes: Jeffries, Tava Nays: None
10	Absent: None
11	The foregoing is cen
12	adopted by said Board of Sup
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BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately Thirty Eight Thousand Seven Hundred Fifty Dollars (\$38,750) for typical transaction costs including staff labor, appraisal costs, title insurance, and other due diligence studies of the property.

Jeffries, Tavaglione, Stone, Benoit and Ashley

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER, IHEM, Clerk of said Board

Deputs

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File No: 613600187

EXHIBIT "A"

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

The South 150.00 feet of the following described Parcel:

Beginning at the intersection of the center lines of State Street and Menlo Avenue, said point being the southeast corner of Farm Lot 125 of The Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9, Page 410 of Maps, records of San Diego County, California;

Thence North along the center line of State Street, 156.00 feet to the Point of Beginning;

Thence North along the center line of State Street, a distance of 150.00 feet;

Thence West and parallel with the center line of Menlo Avenue, a distance of 320.00 feet:

Thence North and parallel with the center line of State Street, a distance of 119.00 feet;

Thence West and parallel with the center line of Menlo Avenue, a distance of 10.00 feet;

Thence South and parallel with the center line of State Street, a distance of 269.00 feet;

Thence East and parallel with the center line of Menlo Avenue, a distance of 330.00 feet, to the Point of Beginning.

Except that portion thereof included in State Street, as conveyed to the County of Riverside by documents recorded June 23, 1965 as Instrument No. 72678 and June 2, 1971 as <u>Instrument No. 58757</u>, Both of Official Records of Riverside County, California.

Assessor's Parcel No: 439-060-013

MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



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(1) On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Economic Development Agency regarding Adoption of Resolution 2014-075, Authorization to Purchase Real Property-APN 439-060-013 located in Hemet; Approval of Agreement of Purchase and Sale with Joint Escrow Instructions with Housing Authority and the Notice of Use Restrictions; Finding of Notice of Exemption; and Authorize Reimbursement to EDA for costs incurred, 3rd/3rd District is approved as recommended.

(2)On Motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter be reconsidered.

I hereby certify that the foregoing is a full true, and correct copy of an order made and July 1, 2014 of Supervisors Minutes. entered on WITNESS my hand and the seal of the Board of Supervisors Dated: July 1, 2014 Kecja Harper-Ihem, Clerk of the Board of Supervisors, in and for the County of Riverside, State of California.

(seal)

AGENDA NO.

Deputy



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

7/11/4 Date

Initial

NOTICE OF EXEMPTION

April 10, 2014

Project Name: County of Riverside, Resolution No. 2014-075 Authorization to Purchase Real Property located in

Hemet

Project Number: FM0417200228

Project Location: APN: 439-060-013; 723 N. State Street, Hemet, CA. Riverside County, California.

Lat: 33°45'32.47"N; Long: -116°58'20.57"W (See attached exhibit)

Description of Project: The County of Riverside is authorizing the purchase of real property located in the city of Hemet, Riverside County, California, also known as Assessor's Parcel Number 439-060-01. On August 31, 2010, the Redevelopment Agency purchased 8.6 acres of improvement property as part of the North Hemet Revitalization Project. On February 1, 2012, all California redevelopment agencies were eliminated and the Housing Authority of the County of Riverside assumed all the former redevelopment housing functions previously performed by the Redevelopment Agency, including all rights, powers, assets, liabilities, and duties associated with housing activities. The Hemet Service Center located adjacent to the subject properties provides social services including job development opportunities, transportation service to the elderly, home and other services by non-profit organizations to improve community development and growth. Due to the vital need of community assistance in the Hemet area, the Center has expanded and is in need of additional parking. The County has appraised Assessor's Parcel Number 439-060-013, which is owned by the Housing Authority located contiguously on the south side of the Service Center consisting of .91 acres. The current parking lot at the center is insufficient to accommodate the increasing number of new clients and additional staff and is in need of additional parking stalls. Once purchased, the County proposes to have the vacant parcel (previously an existing structure and parking lot) paved for a new accessory parking lot and driveway, which will better serve the Hemet Workforce Development Center. Currently, the overflow parking is being directed to a vacant lot on the north side of the Center.

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: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities; Section 15311, Accessory Structures; and Section 15061, General Rule Exemption.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause

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

Administration Aviation Business Intelligence Cultural Services 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

www.rivcoeda.org

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any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project only involves the purchase of real property from one agency to another, which will not have a physical effect on the environment. Further, once purchased, the County will pave the already vacant parcel of land for a new surface parking lot and driveway to service the existing Hemet Workforce Development Center. Neither the purchase nor paving of the vacant property will substantially increase the use of the site or eliminate biological resources or habitat. Therefore, no environmental impacts are anticipated to occur.

Section 15301 (d) – Class 1 Existing Facilities Exemption. The project as proposed is the purchase of real
property from one agency to another and the restoration and rehabilitation of degraded and vacant land where
previously a parking lot and structure existed.

Section 15311 (b) - Class 11 Accessory Structures Exemption. This exemption allows for the placement of
minor structures, including small parking lots that are accessory to existing institutional facilities. The
project includes the acquisition of adjacent property for use of a small parking lot to support the existing

Hemet Workforce Development Center.

• Section 15061 (b) (3) - General Rule Exemption. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The conveyance of real property from one agency to another would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. The paving of the vacant and degraded property for use as a parking would also not involve any physical environmental impacts. The property was previously utilized for parking, no biological habitat exists, and the parking lot is merely to improve the parking for the existing and ongoing use of the adjacent Hemet Workforce Development Center. 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 exemption 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.

IWD for John Alfred Date: 4/10/2014

Signed:

John Alfred, Acting Senior Environmental Planner

County of Riverside, Economic Development Agency

Exhibit ONLY

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

Address: 723 N. State Street, Hemet, CA County of Riverside

APN: 439-060-013

Escrow	No.	 	

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this _____ day of ______ 2014, and constitutes an agreement by which the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for Riverside County ("Seller") agrees to sell to, and THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") agrees to purchase, on the terms and conditions hereinafter set forth, that certain real property described in the "Legal Description" attached hereto as Exhibit "A" and incorporated herein by this reference, and shown on the "Property Map" attached hereto as Exhibit "B" and incorporated herein by this reference, together with all Improvements as hereinafter defined (collectively, the "Property").

RECITALS

WHEREAS, Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 ("Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "CRL"). The Redevelopment Agency for the County of Riverside ("RDA") was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173; and

WHEREAS, pursuant to Health and Safety Code Section 34176 (a), and Seller Resolution Nos. 2012-035, 2012-001 and 2012-005, all housing functions previously performed by the former RDA, including related rights, powers, duties, obligations, and housing assets (excluding amounts in the Low and Moderate Income Housing Fund and enforceable obligations retained by the successor agency) were transferred to Seller, including the Property (defined below); and

WHEREAS, Seller now owns the Property and desires to convey the Property to Buyer and Buyer desires to acquire the Property from Seller pursuant to the CRL, and the terms and provisions set forth below.

The terms and conditions of this Agreement and the instructions to Lawyers Title Company ("Escrow Holder") with regard to the escrow ("Escrow") created pursuant hereto are as follows:

1. <u>Property</u>.

a. The Property to be acquired by Buyer from Seller under this Agreement consists of a parcel of land approximately .91 acres in size located at 723 N. State Street, Hemet, California 92543, also known as Assessor Parcel Number 439-060-013 and Improvements, if any, located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term "Improvements" shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, and fixtures and equipment installed upon or located in or on the Property. For purposes of this Agreement, the term "Property" shall mean and include the above-referenced parcel of land, the Improvements, and all and singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way appertaining to the Property. The Property is subject to the CRL.

2. Acquisition.

- a. <u>Board and Commission Approval</u>. The conveyance of the Property by Seller shall be subject to the approval of Seller's Board of Commissioners and the County of Riverside Board of Supervisor's as the "legislative body" pursuant to Health and Safety Code Section 33433. The acquisition of the Property by Buyer shall be subject to the approval by the Buyer's Board of Supervisors of an Authorization to Purchase and this Agreement.
- b. <u>Purchase Price</u>. The purchase price to be paid by Buyer to Seller for the Property shall be Two Hundred and Twenty Thousand Dollars (\$220,000) ("Purchase Price"), which Seller and Buyer agree is the fair market value of the Property based on an Appraisal Report prepared by Michael J. Francis, MAI, dated November 15, 2013.
- 3. <u>Payment of Purchase Price</u>. The Purchase Price for the Property shall be payable by Buyer as follows:
- a. <u>Buyer's Deposit</u>. On the Opening Date, Buyer shall deposit two Hundred and Twenty Thousand Dollars (\$ 220,000) (the "Escrow Deposit") with the Escrow Holder. The Escrow Deposit shall be refundable in full if Buyer terminates the Escrow.
- b. <u>Closing Funds</u>. Within five (5) days of written request from Escrow Holder, and in any event prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, any remaining escrow fees and/or costs.

All escrow, recording and title insurance costs shall be paid by Buyer in accordance with Paragraph 10 below.

4. Escrow.

- a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date and the Closing Date, as defined in paragraph 4.b, below. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental joint order escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, then this Agreement shall control.
- b. <u>Close of Escrow</u>. For purposes of this Agreement, "Close of Escrow" shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. The Close of Escrow shall occur on or before thirty (30) days after the Opening Date, unless extended in writing by the mutual written agreement of the parties ("Closing Date"). In the event the Close of Escrow does not occur thirty (30) days after the Opening Date, Escrow Holder shall deposit the Escrow Deposit and any other funds deposited by Buyer to be used towards the Purchase Price and the Escrow, in an interest bearing account. Any interest accrued in such account shall be applied toward payment of the Purchase Price and any remaining balance shall be returned to Buyer upon the Close of Escrow.
- c. <u>Due Diligence Period</u>. Buyer shall have fifteen (15) days from the Opening Date (the "Due Diligence Period") to inspect the Property and Due Diligence Materials. In the event Buyer finds the Property unsatisfactory for any reason, Buyer at its sole discretion, shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its Escrow Deposit. In the event of a cancellation of Escrow, Buyer and Seller shall each bear one-half of any Escrow cancellation fees.
- 5. <u>Conditions of Title</u>. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey good and marketable fee simple title to the Property by the Grant Deed, subject only to the following approved conditions of title ("Approved Condition of Title"):
 - a. A lien to secure payment of real estate taxes, not delinquent.

- b. Matters created by or with the written consent of Buyer.
- c. Exceptions which are disclosed by the Title Report described in Paragraph 7. a. (1) hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 7. a. (2) hereof.

Seller covenants and agrees during the term of this Escrow, Seller will not cause or permit title to the Property to differ from the Approved Condition of Title described in this Paragraph 5. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date of the Title Report described in Paragraph 7. a. (1) below, shall also be subject to Buyer's approval and must be eliminated or ameliorated to Buyer's satisfaction by Seller prior to the Close of Escrow as a condition to the Close of Escrow for Buyer's benefit.

6. <u>Title Policy</u>. Title shall be evidenced by the willingness of the Title Company to issue its ALTA Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

- a. <u>Conditions to Buyer's Obligations</u>. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions:
 - (1) <u>Due Diligence Materials/Title</u>. Within ten (10) days of the Opening Date, Seller will deliver to Buyer copies of the following items, if and to the extent such items are in Seller's possession (collectively referred to herein as the "Due Diligence Materials"): (i) a Preliminary Title Report dated December 10, 2013 ("Title Report") for the Property and legible copies of all documents, whether recorded or unrecorded, referred to in the Title Report; and (ii) any and all environmental reports relating to the Property.
 - (2) Review and Approval of Due Diligence Materials. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, in its discretion, at Buyer's sole cost and expense, the Due Diligence Materials. Failure of Buyer to give disapproval of the Due Diligence Materials, in a writing delivered by Buyer to Seller on or before the expiration of the Due Diligence Period, shall be deemed to constitute Buyer's approval of all Due Diligence Materials. If Buyer disapproves or conditionally approves any matters

of title shown in the Title Report, then Seller may, within five (5) days after its receipt of Buyer's notice of disapproval of the Due Diligence Materials, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's notice, or if, despite its reasonable efforts, Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

- (3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in Paragraph 14 shall be true and correct in all material respects as of the Closing Date.
- (4) <u>No Material Changes</u>. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.
- Inspections and Studies. Prior to the expiration of the Due Diligence (5) Period, Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove the results of said inspections, investigations, tests and studies in writing on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and

Seller's directors, officers, shareholders, employees and agents from and against any and all personal injuries, damage to the Property and mechanics' liens, arising out of any such entry by Buyer or its agents, designees, contractors, subcontractors, or representatives onto the Property. From and after the Opening Date, Buyer and Buyer's representatives, agents and designees shall have the right to (a) consult with any party for any purpose relating to the Property, and (b) enter upon the Property during normal business hours, at Buyer's sole cost and expense, for any reasonable purpose in connection with Buyer's proposed purchase, development or operation of the Property, including, without limitation, to examine all books, records and files of Seller (or its agents) relating to the Property and to make such inspections, investigations and tests as Buyer may elect to make.

- b. <u>Conditions Precedents to Seller's Obligation</u>. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed Seller may waive any or all of such conditions):
 - (1) <u>Buyer's Obligations</u>. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and
 - (2) <u>Buyer's Representations</u>. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects as of the Close of Escrow.
- 8. <u>Deposits by Seller</u>. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:
- a. <u>Seller's Nonforeign Affidavit</u>. A Certificate of Nonforeign Status (Seller's Certificate), duly executed by Seller.
- b. <u>Grant Deed</u>. The Grant Deed conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form, substantially similar to Exhibit C. Upon receiving said executed Grant Deed, escrow holder is instructed to forward a copy of Grant Deed to Buyer so that an original Certificate of Acceptance can be attached.
- 9. <u>Deposits by Buyer</u>. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

- a. <u>Funds</u>. the funds which are to be applied toward the payment of the Purchase Price in the amounts and at the times designated in Paragraph 3 above.
- b. <u>Certificate of Acceptance to Grant Deed.</u> an original Certificate of Acceptance, acknowledged and in recordable form, substantially similar to Exhibit C.
- 10. <u>Costs and Expenses</u>. The cost and expense of the Title Policy attributable to ALTA coverage, plus the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes, if any, payable in connection with the recordation of the Grant Deed. The amount of such transfer taxes shall not be posted on the Grant Deed, but shall be supplied by separate affidavit. Buyer shall pay the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges, including, but not limited to the cost of the Title Report.

11. Prorations.

- a. Method of Proration. For purposes of calculating proration, Buyer shall be deemed to own fee title to the Property (and therefore entitled to all revenue therefrom and responsible for expenses thereon) commencing on the date the Close of Escrow occurs. All proration will occur on the date of the Close of escrow based on a thirty (30) day month. The obligations of the parties pursuant to this subparagraph shall survive the Close of Escrow and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.
- 12. <u>Taxes</u>. Buyer and Seller acknowledge that both parties are public entities exempt from payment of any real property taxes. As such, there will be no proration of taxes through Escrow.
- 13. <u>Disbursements and Other Actions by Escrow Holder</u>. Upon the Close of Escrow, the Escrow holder shall promptly undertake all of the following in the manner indicated:
- a. <u>Prorations</u>. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.
- b. <u>Recording</u>. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California ("Official Records"). Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Deed, but to supply same by separate affidavit.
- c. <u>Funds</u>. From funds deposited by Buyer with Escrow Holder, disburse balance of the Purchase Price, after deduction for all items chargeable to the account of Buyer, to Seller; and disburse funds for all items chargeable to the account of Seller in payment of such

costs from funds deposited by Seller over and above the Purchase Price; and disburse the balance of such funds, if any, to Buyer.

- d. <u>Documents to Buyer</u>. Deliver the Seller's Certificate, executed by Seller, and, when issued, the Title Policy, to Buyer.
 - e. <u>Documents to Seller.</u> Deliver, when issued, the Title Policy, to Seller.
- f. <u>Reporting Person</u>. Buyer and Seller hereby acknowledge and agree that the Escrow Holder is designated as the "Reporting Person" for the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Internal Revenue Code.
- 14. <u>Seller's Representations and Warranties</u>. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder).
- a. <u>Authorization</u>. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.
- b. <u>Threatened Actions</u>. There are no actions, suits or proceedings pending against, or, to the best of Seller's knowledge, threatened or affecting the Property in law or equity.
- c. <u>Third Party Consents</u>. No consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.
- d. <u>Violations of Law</u>. Seller has not received notice of any outstanding violations, past or present, of any governmental laws, ordinances, rules, requirements or regulations of every governmental agency, body or subdivision thereof bearing on the Property, and Seller has no knowledge or reason to have knowledge of any condition which constitutes such a violation.
- e. <u>Condemnation</u>. There are no pending, or, to the best of Seller's knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.
- f. <u>Compliance with Law</u>. To the best of Seller's knowledge, all laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

- g. <u>Agreements</u>. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Title Report, which shall have been approved by Buyer pursuant to the terms of this Agreement.
- h. <u>Documents</u>. To the best of Seller's knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with Paragraph 8.a (2) hereof is true and correct.
- i. <u>Occupancy Agreements</u>. There are no leases, subleases, occupancies or tenancies in effect pertaining to the Property, and Seller has no knowledge of any oral agreements with anyone, with respect to the occupancy of the Property.

Seller's representations and warranties made in this Paragraph 14 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

- 15. <u>Buyer's Representations and Warranties</u>. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller:
- a. This Agreement has been duly and validly authorized, executed and delivered by Buyer, and no other action is requisite to the execution and delivery of this Agreement by Buyer.
- b. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and is, or, as to all documents to be executed by Buyer at the Close of Escrow, will be, legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.
- c. Buyer's representations and warranties made in this Paragraph 15 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Buyer in a separate certificate at that time.

16. Private Business Test; Private Loan Test. On and after the Close of Escrow, Buyer hereby acknowledges, covenants, warrants, and agrees not take any deliberate action in connection with Property or to allow any use of the Property in any manner that would cause the use of the proceeds of the Redevelopment Agency for the County of Riverside 2010 Tax Allocation Housing Bonds, Series A (the "Bonds"), to satisfy the private business test of Internal Revenue Code Section 141(b) or the private loan financing test of Internal Revenue Code Section 141(c).

In order to avoid satisfying the private business test, Buyer shall not use the Property or allow the Property to be used for any private business use. Consequently, Buyer shall not allow any nongovernmental person to have a special legal entitlement to use the property in furtherance of any business or trade. Buyer is expressly forbidden from leasing, conveying, transferring, or alienating any of Buyer's interest in the Property to a nongovernmental person while the Bonds remain outstanding unless the Seller has first obtained an unqualified approving opinion from Bond Counsel for the Bonds. Buyer shall pay any and all costs associated with obtaining such an opinion.

In order to avoid satisfying the private loan test, Buyer shall not loan any part of the Property to a nongovernmental person for any purpose. Nor shall Buyer lease, convey, transfer, or alienate any of Buyer's interest in the Property for consideration which is in turn loaned to any nongovernmental person.

Because the Property is intended to be used for the governmental purpose of a public parking lot, to the extent that no private business user has a special legal entitlement to the Property, the Property may be used by the general public as a parking lot. However, use by the general public contemplates use by individuals not acting in a trade or business. Buyer shall not allow the Property to be used to facilitate any private trade or business.

If any fees are charged for the use of the Property as a public parking lot, Buyer shall ensure that such fees shall be generally applied. In no case shall Buyer approve a fee arrangement that authorizes a private person to use the Property for parking for more than 180 consecutive days of use. Buyer may charge a monthly parking fee as long as the terms are month-to-month with no requirement for Buyer to renew the privilege to park at the end of any month. In no case shall Buyer use or allow the use of the Property by a private valet or parking attendant.

Should Buyer have any questions concerning a proposed use of the Property, Buyer shall contact Riverside County Counsel who may request an opinion from Bond Counsel for the Bonds. Buyer shall pay any and all costs associated with obtaining such an opinion.

17. Reserved

18. <u>Damage or Condemnation Prior to Closing</u>. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding

commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

- (a) terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except those which expressly survive the termination of this Agreement, or
- (b) continue the Agreement in effect, in which event upon the Close of Escrow Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding which accrue or are otherwise payable to Seller.
- 19. <u>Notices</u>. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by the United States post office, or (c) if given by facsimile, when sent. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Buyer:

County of Riverside County Economic Development Agency 3403 Tenth Street, Suite 400 Riverside, CA 92501 Attn: Jim Force

To Seller:

Housing Authority of the County of Riverside 5555 Arlington Avenue, Riverside, CA 92504 Attn: Assistant Director

Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

20. <u>Assignment</u>. Buyer shall not be entitled to assign this Agreement without the prior written consent of Seller.

21. <u>Liability and Indemnification</u>. In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, costs or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

22. Legal and Equitable Enforcement of this Agreement.

a. <u>Default</u>. In the event of a default under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) business days after receipt by the defaulting party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b) below.

b. <u>Remedies</u>.

- (1) <u>Default by Seller</u>. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur by reason of any uncured default by Seller, Buyer shall be entitled to terminate this Agreement in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Buyer shall be entitled to the return of the Escrow Deposit and the Closing Funds (if deposited with Escrow). Buyer hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Seller as a result of any uncured default by Seller under this Agreement.
- (2) <u>Default By Buyer</u>. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur as herein provided by reason of an uncured default of Buyer after notice and opportunity to cure, Seller shall be entitled to terminate this Agreement, in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Seller shall be entitled to the return of any funds deposited into Escrow. Seller hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Buyer as a result of any uncured default by Buyer under this Agreement.
- c. <u>Waiver of Default</u>. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection

therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

23. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively called the "Natural Hazard Matters"). Seller has engaged or will engage the services of a thirdparty (who, in such capacity, is herein called the "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6a (as amended) and to report the result of its examination to Buyer and Seller in writing.

24. [Reserved]

25. AS-IS Condition of Property.

- a. "As-Is". Buyer acknowledges and agrees that the Property shall be conveyed by Seller to Buyer in an "as is" physical condition, with no warranty, express or implied by Seller as to the presence of Hazardous Substances, or the condition of the soil, its geology or the presence of known or unknown faults. If the condition of the Property is not in all respects entirely suitable for the use or uses to which such Property will be put, then it is the sole responsibility and obligation of Buyer to place the Property in all respects in a condition entirely suitable for the development thereof, solely at Buyer's expense.
- b. <u>No Obligation to Repair</u>. Any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer.
- c. <u>No Merger</u>. The provisions of this Paragraph 25 shall survive the Close of Escrow and shall not be deemed merged into any instrument or conveyance delivered at the Close of Escrow.

26. Miscellaneous.

a. <u>Effective Date</u>. The effective date of this Agreement shall be the date this Agreement is fully executed by both parties ("Effective Date"). If the parties execute this

Agreement on separate dates, then the last date the Agreement was executed by a party shall be the Effective Date.

- b. <u>Survival of Covenants</u>. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.
- c. <u>Required Actions of Buyer and Seller</u>. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.
- d. <u>Time of Essence</u>. Time is of the essence of each and every term, condition, obligation, and provision hereof.
- e. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- f. <u>Captions</u>. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- g. <u>Broker</u>. Buyer and Seller each represent and warrant to the other party that neither has dealt with or engaged a broker in connection with this transaction, and agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by the other party as a result of a breach of this representation.
- h. <u>No Obligations to Third Parties</u>. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.
- i. <u>Exhibits and Schedules</u>. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.
- j. <u>Amendment to this Agreement</u>. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- k. <u>Waiver</u>. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

- l. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- m. <u>Fees and Other Expenses</u>. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.
- n. <u>Entire Agreement</u>. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- o. <u>Successors and Assigns</u>. Subject to paragraph 21, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- p. <u>Severability</u>. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

27. Indemnification of Escrow Holder.

- a. If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorney's fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement, and
- b. Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder, or referred to herein. Escrow Holder's duties hereunder shall be limited to the

safekeeping of all monies, instruments, or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

[Remainder of page intentionally blank]

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:	BUYER:	
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the Redevelopment Agency for the County of Riverside	COUNTY OF RIVERSIDE, a pothe state of California	litical subdivision of
By:	By:	
Jeff Stone, Chairman Board of Commissioners	Jeff Stone, Chairman Board of Supervisors	
Dated:	Dated:	
ATTEST:	ATTEST:	
KECIA HARPER-IHEM	KECIA HARPER-IHEM	
RECIA HAIG ER-HEW	KLCIA HAIG EK-HEM	
Clerk of the Board	Clerk of the Board	
By:	By:	· · · · · · · · · · · · · · · · · · ·
Deputy	Deputy	
APPROVED AS TO FORM:	APPROVED AS TO FORM:	
PAMELA J. WALLS	PAMELA J. WALLS	
COUNTY COUNSEL	COUNTY COUNSEL	
By:	By:	
Jhaila R. Brown,	Patricia Munroe,	
Deputy County Counsel	Deputy County Counsel	

Acceptance by Escrow Holder:				
hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow.				
Dated:	Lawyers Title Company			
	By:			
	Name:			

EXHIBIT A

LEGAL DESCRIPTION

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

THE SOUTH 150.00 FEET OF THE FOLLOWING DESCRIBED PARCEL, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF STATE STREET AND MENLO AVENUE, SAID POINT BEING THE SOUTHEAST CORNER OF FARM LOT 125 OF THE ESTUDILLO LAND AND WATER COMPANY'S ADDITION TO SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 410 OF MAPS, RECORD OF SAN DIEGO COUNTY, CALIFORNIA;

THENCE NORTH ALONG THE CENTER LINE OF STATE STREET, 156.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH ALONG THE CENTERLINE OF STATE STREET, A DISTANCE OF 150.00 FEET;

THENCE WEST AND PARALLEL WITH THE CENTERLINE OF MENLO AVENUE, A DISTANCE OF 320.00 FEET;

THENCE NORTH AND PARALLEL WITH THE CENTERLINE OF STATE STREET, A DISTANCE OF 119.00 FEET;

THENCE WEST AND PARALLEL WITH CENTER LINE OF MENLO AVENUE, A DISTANCE OF 10.00 FEET;

THENCE SOUTH AND PARALLEL WITH THE CENTER LINE OF STATE STREET, A DISTANCE OF 269.00 FEET;

THENCE EAST AND PARALLEL WITH THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 330.00 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF INCLUDED IN STATE STREET, AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DOCUMENTS RECORDED JUNE 23, 1965 AS INSTRUMENT NO. 72678 AND JUNE 2, 1971 AS INSTRUMENT NO. 58757, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 439-060-013-4

EXHIBIT B

PROPERTY MAP

(Behind this page)

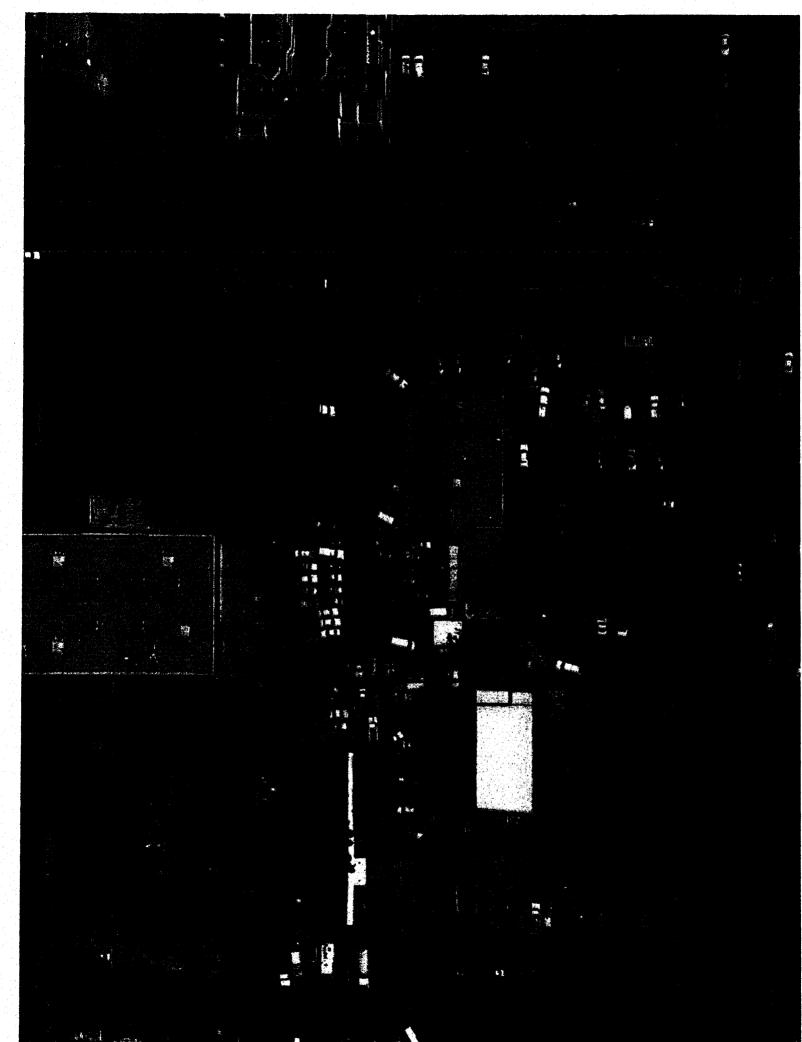


EXHIBIT C

GRANT DEED (Behind this page)

FORM OF GRANT DEED

OFFICIAL BUSINESS
Document entitled to free recording
Per Government Code Section 6103 and 27383

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501
Attn: Jim Force

APN: 439-060-013

above space for recorder's use only

GRANT DEED

(723 N. State Street, Hemet, CA)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("Grantor"), hereby grants to the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantee"), the real property located in the City of Hemet, County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records ("Property").

Said Property is conveyed in accordance with and subject to the Agreement of Purchase and Sale and Joint Escrow Instructions entered into by and between Grantor and Grantee, dated as of June 17, 2014, which document is a public record on file in the offices of the Clerk of the County of Riverside, and is incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf.

"GRANTOR"

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the Redevelopment Agency for the County of Riverside

By:	
Name:	-
Its:	
Dated:	
ATTEST: KECIA HARPER-IHEM Clerk of the Board By:	
Deputy	
APPROVED AS TO FORM: PAMELA J. WALLS COUNTY COUNSEL	
By:	
Jhaila R. Brown,	
Deputy County Counsel	

EXHIBIT "A"

LEGAL DESCRIPTION

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

THE SOUTH 150.00 FEET OF THE FOLLOWING DESCRIBED PARCEL, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF STATE STREET AND MENLO AVENUE, SAID POINT BEING THE SOUTHEAST CORNER OF FARM LOT 125 OF THE ESTUDILLO LAND AND WATER COMPANY'S ADDITION TO SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 410 OF MAPS, RECORD OF SAN DIEGO COUNTY, CALIFORNIA;

THENCE NORTH ALONG THE CENTER LINE OF STATE STREET, 156.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH ALONG THE CENTERLINE OF STATE STREET, A DISTANCE OF 150.00 FEET;

THENCE WEST AND PARALLEL WITH THE CENTERLINE OF MENLO AVENUE, A DISTANCE OF 320.00 FEET:

THENCE NORTH AND PARALLEL WITH THE CENTERLINE OF STATE STREET, A DISTANCE OF 119.00 FEET;

THENCE WEST AND PARALLEL WITH CENTER LINE OF MENLO AVENUE, A DISTANCE OF 10.00 FEET;

THENCE SOUTH AND PARALLEL WITH THE CENTER LINE OF STATE STREET, A DISTANCE OF 269.00 FEET:

THENCE EAST AND PARALLEL WITH THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 330.00 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF INCLUDED IN STATE STREET, AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DOCUMENTS RECORDED JUNE 23, 1965 AS INSTRUMENT NO. 72678 AND JUNE 2, 1971 AS INSTRUMENT NO. 58757, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 439-060-013-4

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property con	
OF THE COUNTY OF PROPERTY AND ALL	rantor, THE HOUSING AUTHORITY
OF THE COUNTY OF RIVERSIDE, a public entity,	
housing successor to the former Redevelopment Agency	
the Grantee, he COUNTY OF RIVERSIDE, a political	
hereby accepted by resolution of Grantee on .	
and Grantee consents to rec	cordation thereof by its duly authorized
officer.	
"GRANTEE"	
COUNTY OF DIVERSIDE a malidical	
COUNTY OF RIVERSIDE, a political	
subdivision of the state of California	
By:	
Jeff Stone, Chairman	
Board of Supervisors	
Dated:	
ATTEST:	
KECIA HARPER-IHEM	
Clerk of the Board	
Cicik of the Board	
By:	
Deputy	
ADDDOVED AS TO PODM.	
APPROVED AS TO FORM: PAMELA J. WALLS	
COUNTY COUNSEL	
COUNTY COUNSEL	
By:	
Patricia Munroe,	
Deputy County Counsel	

State of California) County of)	
County of	
On	before me,,
a Notary Public, personally appeared	who proved to me
within instrument and acknowledged to n	e the person(s) whose name(s) is/are subscribed to the me that he/she/they executed the same in his/her/their er/their signature(s) on the instrument the person(s), or (s) acted, executed the instrument.
I certify under PENALTY OF PERJUR foregoing paragraph is true and correct.	Y under the laws of the State of California that the
WITNESS my hand and official seal.	
Signature	(Seal)
State of California) County of)	
• • • • • • • • • • • • • • • • • • •	hafara ma
Ona Notary Public, personally appeared	before me,, who proved to me
on the basis of satisfactory evidence to be within instrument and acknowledged to r	e the person(s) whose name(s) is/are subscribed to the me that he/she/they executed the same in his/her/their er/their signature(s) on the instrument the person(s), or
I certify under PENALTY OF PERJUR foregoing paragraph is true and correct.	Y under the laws of the State of California that the
WITNESS my hand and official seal.	
Signature	(Seal)

OFFICIAL BUSINESS
Document entitled to free recording
Per Government Code Section 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

County of Riverside Economic Development Agency 3403 Tenth Street, Suite 400 Riverside, CA 92501 Attn: Jim Force

APN: 439-060-013-4

above space for recorder's use only

NOTICE OF USE RESTRICTIONS

(Private Business Test/Private Loan Test)

NOTICE IS HEREBY GIVEN that, the COUNTY of RIVERSIDE, a political subdivision of the state of California (the "County") is recording this Notice of Use Restrictions (hereinafter the "Notice") with regard to the property located at 723 N. State Street, Hemet, California and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

The Property is subject to that certain Agreement of Purchase and Sale and Joint Escrow Instructions entered into by the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("Seller") and COUNTY, dated as of _______,2014 ("Purchase Agreement") which restricts the use of the Property as follows (any capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement):

On and after the Close of Escrow (as defined in the Purchase Agreement), County hereby acknowledges, covenants, warrants, and agrees not take any deliberate action in connection with Property or to allow any use of the Property in any manner that would cause the use of the proceeds of the Redevelopment Agency for the County of Riverside 2010 Tax Allocation Housing Bonds, Series A (the "Bonds"), to satisfy the private business test of Internal Revenue Code Section 141(b) or the private loan financing test of Internal Revenue Code Section 141(c).

In order to avoid satisfying the private business test, County shall not use the Property or allow the Property to be used for any private business use. Consequently, County shall not allow any nongovernmental person to have a special legal entitlement to use the property in furtherance of any business or trade. County is expressly forbidden from leasing, conveying, transferring, or alienating any of County's interest in the Property to a nongovernmental person while the Bonds remain outstanding unless the Seller has first obtained an unqualified approving opinion from Bond Counsel for the Bonds. County shall pay any and all costs associated with obtaining such an opinion.

In order to avoid satisfying the private loan test, County shall not loan any part of the Property to a nongovernmental person for any purpose. Nor shall County lease, convey, transfer, or alienate any of County's interest in the Property for consideration which is in turn loaned to any nongovernmental person.

Because the Property is intended to be used for the governmental purpose of a public parking lot, to the extent that no private business user has a special legal entitlement to the Property, the Property may be used by the general public as a parking lot. However, use by the general public contemplates use by individuals not acting in a trade or business. County shall not allow the Property to be used to facilitate any private trade or business.

If any fees are charged for the use of the Property as a public parking lot, County shall ensure that such fees shall be generally applied. In no case shall County approve a fee arrangement that authorizes a private person to use the Property for parking for more than 180 consecutive days of use. County may charge a monthly parking fee as long as the terms are month-to-month with no requirement for County to renew the privilege to park at the end of any month. In no case shall County use or allow the use of the Property by a private valet or parking attendant.

Should County have any questions concerning a proposed use of the Property, County shall contact Riverside County Counsel who may request an opinion from Bond Counsel for the Bonds. County shall pay any and all costs associated with obtaining such an opinion.

This Notice is recorded for the purpose of providing notice only and it in no way modifies the provisions of the Purchase and Sale Agreement.

[Remainder of Page Intentionally Left Blank]

[Signatures on Following Page]

COUNTY OF RIVERSIDE, a subdivision of the state of Calif	
Ву:	_
Jeff Stone, Chairman	
Board of Supervisors	
Dated:	
ATTEST:	
KECIA HARPER-IHEM	
Clerk of the Board	
By:	
Deputy	
APPROVED AS TO FORM:	
PAMELA J. WALLS	
COUNTY COUNSEL	
By:	
Patricia Munroe,	
Deputy County Counsel	

STATE OF CALIFORNIA

COUNTY OF		<u> </u>	
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	before me,		
personally appeared _		, who proved t	
	- ' '	vhose name(s) is/are subs	
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authorized capacity(ies), and that by his/her/the	eir signature(s) on the instru	ument the person(s), or
the entity upon behalf of	of which the person(s) ac	cted, executed the instrumer	nt.
I certify under PENA	LTY OF PERIURY un	der the laws of the State	of California that the
foregoing paragraph is		and and leaves of the butter	
Torogonia paragraphi is	truo ana contect.		
WITNESS my hand an	d official seal.		
Signature		(Seal)	

EXHIBIT "A"

Legal Description

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

THE SOUTH 150.00 FEET OF THE FOLLOWING DESCRIBED PARCEL, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF STATE STREET AND MENLO AVENUE, SAID POINT BEING THE SOUTHEAST CORNER OF FARM LOT 125 OF THE ESTUDILLO LAND AND WATER COMPANY'S ADDITION TO SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 410 OF MAPS, RECORD OF SAN DIEGO COUNTY, CALIFORNIA;

THENCE NORTH ALONG THE CENTER LINE OF STATE STREET, 156.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH ALONG THE CENTERLINE OF STATE STREET, A DISTANCE OF 150.00 FEET:

THENCE WEST AND PARALLEL WITH THE CENTERLINE OF MENLO AVENUE, A DISTANCE OF 320.00 FEET;

THENCE NORTH AND PARALLEL WITH THE CENTERLINE OF STATE STREET, A DISTANCE OF 119.00 FEET;

THENCE WEST AND PARALLEL WITH CENTER LINE OF MENLO AVENUE, A DISTANCE OF 10.00 FEET;

THENCE SOUTH AND PARALLEL WITH THE CENTER LINE OF STATE STREET, A DISTANCE OF 269.00 FEET;

THENCE EAST AND PARALLEL WITH THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 330.00 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF INCLUDED IN STATE STREET, AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DOCUMENTS RECORDED JUNE 23, 1965 AS INSTRUMENT NO. 72678 AND JUNE 2, 1971 AS INSTRUMENT NO. 58757, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 439-060-013-4

The Purchase and Sale Agreement and Grant Deed is being attached as an exhibit only as the original will be forwarded to the Housing Authority for execution and then will be signed by the Chairman of the Board of Supervisors.

Positions Added

A-30

Change Order

4/5 Vote

X

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

690



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:

May 21, 2014

SUBJECT: Resolution No. 2014-074, Notice of Intention to Purchase Real Property Located in Hemet, District 3/District 3, [\$38,750], Community Development Block Grant Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Adopt Resolution No. 2014-074, Notice of Intention to Purchase Real Property identified as Riverside County Assessor's Parcel Number 439-060-013;
- 2. Authorize the Real Estate Division of the Economic Development Agency to negotiate the purchase of .91 acres of vacant land for an estimated \$220,000 and to incur typical transaction costs including staff time, appraisal cost, title insurance, environmental review and other due diligence costs of \$38,750; and

(Continued)

Róbert Field

Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F			al Year:	Total C			egoing Cost:		(KCONSENT) (ec Chice)
NET COUNTY COST	\$	38,750	\$ •	0	\$	38,750 0	_	0	Consent	□ Policy 🔏
SOURCE OF FUN (CDBG)			nunity [Developme	nt Blo	ock Grant		Budget Adjustr		13/14
C.E.O. RECOMME	NDATI	ON:			٨٤	PROVE				

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after July 1, 2014 at 9:00 a.m.

Ayes:

Jeffries, Stone, Benoit and Ashley

Nays:

None

Absent:

Tavaglione

Date:

June 3, 2014

XC:

EDA, COB

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

3-11

Kecia Harper-Ihem

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

Economic Development Agency/Facilities Management

FORM 11: Resolution No. 2014-074, Notice of Intention to Purchase Real Property Located in Hemet, District 3/District 3, [\$38,750]. Community Development Block Grant Funds 100%

DATE: May 21, 2014

Page 2 of 2

RECOMMENDED MOTION: (Continued)

3. Direct the Clerk of the Board to advertise in accordance with Section 6063 of the Government Code.

BACKGROUND:

Summary

On August 31, 2010, the Redevelopment Agency purchased 8.6 acres of improvement property as part of the North Hemet Revitalization Project. On February 1, 2012, all California redevelopment agencies were eliminated and the Housing Authority of the County of Riverside assumed all the former redevelopment housing functions previously performed by the Redevelopment Agency, including all rights, powers, assets, liabilities and duties associated with housing activities.

The Hemet Service Center located adjacent to the subject properties provides social services including job development opportunities, transportation service to the elderly, home and other services by non-profit organizations to improve community development and growth. Due to the vital need of community assistance in the Hemet area, the Center has expanded and is in need of additional parking. The County has appraised one of the parcels owned by the Housing Authority located contiguously on the south side of the Service Center consisting of .91 acres.

Property:

.91 acres of vacant land allowing for future parking expansion for the Hemet Service

Center.

Parking:

Approximately 79 parking spaces.

Due Diligence:

Appraisal, Physical Inspection, and Environmental Inspection completed.

Impact on Residents and Businesses

The impact to the Hemet Service Center will be generally positive as the acquisition for the vacant parcel contiguous to the center will allow for construction of a parking lot which will allow for additional parking space needed by the center to provide the various services to the community. In addition, the construction phase will provide important construction jobs throughout the construction phase.

SUPPLEMENTAL: Additional Fiscal Information

Appraisal	\$ 3,500
Estimated Escrow and Title Charges	10,250
Staff Labor	25,000
Total	\$38,750

All costs associated with the acquisition of this property are fully funded by CDBG Funds in the budget for FY 2013/14 and these costs will be included in a separate Form 11, along with the Authorization to Purchase Real Property motion. No net county costs will be incurred as a result of this transaction.

Contract History and Price Reasonableness

Not applicable at this time as this is a notice for a potential acquisition.

Attachment: Resolution No. 2014-074

RF:LB:VC:VY:TK:ra 228FM 16.765 12373 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.765.doc

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PPROVED COUNTY COUNSE!

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RESOLUTION NO. 2014-074 NOTICE OF INTENTION TO PURCHASE REAL PROPERTY LOCATED AT 723 N. STATE STREET, CITY OF HEMET, CALIFORNIA

(Assessor's Parcel Number 439-060-013)

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on May 6, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after June 2014. at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the County of Riverside will purchase certain real property located at 723 N. State Street in the City of Hemet, County of Riverside, California, situated on Assessor's Parcel Number 439-060-013, more particularly described as Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately 0.91 acre site at a purchase price not-to-exceed dollars \$220,000.

BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately \$38,750 for typical transaction costs including staff time, appraisal costs, title insurance, and other due diligence studies of the property.

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BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code. ROLL CALL: Ayes: Jeffries, Stone, Benoit and Ashley Nays: None Absent: Tavaglione The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth. Clerk of said Board Deputy TK:ra/032514/228FM/16.785 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.785.doc

File No: 613600187

EXHIBIT "A"

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

The South 150.00 feet of the following described Parcel:

Beginning at the intersection of the center lines of State Street and Menlo Avenue, said point being the southeast corner of Farm Lot 125 of The Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9, Page 410 of Maps, records of San Diego County, California;

Thence North along the center line of State Street, 156.00 feet to the Point of Beginning;

Thence North along the center line of State Street, a distance of 150.00 feet;

Thence West and parallel with the center line of Menlo Avenue, a distance of 320.00 feet;

Thence North and parallel with the center line of State Street, a distance of 119.00 feet;

Thence West and parallel with the center line of Menlo Avenue, a distance of 10.00 feet:

Thence South and parallel with the center line of State Street, a distance of 269.00 feet;

Thence East and parallel with the center line of Menlo Avenue, a distance of 330.00 feet, to the Point of Beginning.

Except that portion thereof included in State Street, as conveyed to the County of Riverside by documents recorded June 23, 1965 as Instrument No. 72678 and June 2, 1971 as <u>Instrument No. 58757</u>, Both of Official Records of Riverside County, California.

Assessor's Parcel No: 439-060-013



OFFICE OF CLERK OF THE BOARD OF SUPERVISORS 1st FLOOR, COUNTY ADMINISTRATIVE CENTER P.O. BOX 1147, 4080 LEMON STREET RIVERSIDE, CA 92502-1147

PHONE: (951) 955-1060 FAX: (951) 955-1071 KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR Assistant Clerk of the Board

June 5, 2014

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

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

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2014-074

To Whom It May Concern:

Attached is a copy for publication in your newspaper for <u>THREE (3) TIMES</u> on 3 consecutive Tuesdays: June 10, June 17, and June 24, 2014.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE:

PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:

KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From:

mtinajero@pe.com on behalf of Master, PEC Legals <legalsmaster@pe.com>

Sent:

Thursday, June 05, 2014 8:36 AM

To:

Gil, Cecilia

Subject:

Re: [Legals] FOR PUBLICATION: RES. 2014-074

Received for publication on June 10, 17 and 24. Proof with cost to follow.

Thank You! Legal Advertising

Phone: 1-800-880-0345 / Fax: 951-368-9018 / E-mail: legals@pe.com

Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.

Additional days required for larger ad sizes

On Thu, Jun 5, 2014 at 8:01 AM, Gil, Cecilia < CCGIL@rcbos.org > wrote:

Good morning! Attached is a Notice of Public Meeting, for publication on 3 Tuesdays: June 10, June 17 and June 24, 2014. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant

Clerk of the Board

951-955-8464

MS# 1010

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

RESOLUTION NO. 2014-074

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY LOCATED AT 723 N. STATE STREET,
CITY OF HEMET, CALIFORNIA
(Assessor's Parcel Number 439-060-013)

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on June 3, 2014, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after July 1, 2014, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the County of Riverside will purchase certain real property located at 723 N. State Street in the City of Hemet, County of Riverside, California, situated on Assessor's Parcel Number 439-060-013, more particularly described as Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately 0.91 acre site at a purchase price not-to-exceed dollars \$220.000.

BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately \$38,750 for typical transaction costs including staff time, appraisal costs, title insurance, and other due diligence studies of the property.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

ROLL CALL:

Ayes:

Jeffries, Stone, Benoit, and Ashley

Nays:

None

Absent:

Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on June 3, 2014.

KECIA HARPER-IHEM, Clerk of said Board By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: June 5, 2014

Kecia Harper-Ihem, Clerk of the Board By: Cecilia Gil, Board Assistant

File No: 613600187

EXHIBIT "A"

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

The South 150.00 feet of the following described Parcel:

Beginning at the intersection of the center lines of State Street and Menlo Avenue, said point being the southeast corner of Farm Lot 125 of The Estudillo Land and Water Company's Addition to San Jacinto, as shown by Map on file in Book 9, Page 410 of Maps, records of San Diego County, California;

Thence North along the center line of State Street, 156.00 feet to the Point of Beginning;

Thence North along the center line of State Street, a distance of 150.00 feet;

Thence West and parallel with the center line of Menlo Avenue, a distance of 320.00 feet;

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Except that portion thereof included in State Street, as conveyed to the County of Riverside by documents recorded June 23, 1965 as Instrument No. 72678 and June 2, 1971 as <u>Instrument No. 58757</u>, Both of Official Records of Riverside County, California.

Assessor's Parcel No: 439-060-013

FOR BILLING INQUIRIES: CALL: (951) 368-9710 EMAIL: Bilinginguiry@pe.com

THE PRESS-ENTERPRISE PE com

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Date	Reference Number	Description	Product/Zone	Size	Billed Units	Times Run		Gross Amount	Tiestori Creatori
6/10/2014	109915817 06102014	Res. 2014-074	Press-Enterprise	2 x 126	252	,1,	1,30	\$327.60	\$327.60
6/17/2014	109915817-06172014	Res. 2014-074	Press-Enterprise	2 x 126	252	1	1.20	\$302.40	\$302.40
6/24/2014	109915817-06172014	Res. 2014-074	Press-Enterprise	2 x 126	252	1	1.20	\$302.40	\$302.40
		Order Placed by: Cecilia Gil							

2014 OCT 10 AM 8: 42

tDA/Focilities 3-11 of 06/03/14

Legal Advertising Invoice

\$932.40

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Sales Contact Information	The state of the s	Acti	ratiser information	
Maria Tinajero	Billing Period	Billed Account Number	Arbentinos/Client Mumber x a	Revenue of Chief Review
951-368-9225	06/10/2014-06/24/2014	1100141323	1100141323	BOARD OF SUPERVISORS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

THE PRESS-ENTERPRISE PL CC

Legal Advertising Invoice

Advertiser/Clien Name					
BOARD OF SUPERVISORS					
Billing Period:	Billiot Agentus Misrober	2 Admentises/Climin kinkstree			
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Balance	lavoice Number	Tems Of Payment			
\$932.40	109915817-06242014	Due Upon Receipt			

Billing Account Name And Address

Remittagee Address

BOARD OF SUPERVISORS COUNTY OF RIVERSIDE P.O. BOX 1147 RIVERSIDE, CA 92502

The Press-Enterprise POST OFFICE BOX 12009 RIVERSIDE, CA 92502-2209 Printed at: 12:30 pm on: Friday, Jun 6, 2014

Ad #: 0009915817 Order Taker: mtinajero

THE PRESS-ENTERPRISE

Classified Advertising

Proof

1825 Chicago Ave, Suite 100 Riverside, CA 92507

(951) 684-1200 (800) 514-7253

(951) 368-9018 Fax

Account Information

Phone #:

951-955-1066

Name:

BOARD OF SUPERVISORS

Address:

COUNTY OF RIVERSIDE, P.O. BOX 1147.

RIVERSIDE, CA 92502

Account #

1100141323

Client:

Placed By:

Cecilia Gil

Fax#

Ad Information

Placement: Legal Liner PE P2W Riverside P2W

Publication: PE Riverside, PE.com

Start Date:

06/10/2014

Stop Date:

06/24/2014

Insertions:

3 print / 3 online

Rate code:

County Ad LgI-PE-LGL PE County-Legal

Ad type:

C Legal

2.0 X 105 Li

Bill Size:

210 00

Amount Due:

\$932.40

Ad Copy:

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

RESOLUTION NO. 2014-074

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY LOCATED AT 723 N. STATE STREET. CITY OF HEMET, CALIFORNIA (Assessor's Parcel Number 439-060-013)

(Assessor's Parcel Number 439-060-013)

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on June 3, 2014, and NOTICE IS HERE-BY GIVEN, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after July 1, 2014, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the County of Riverside will purchase certain real property located at 723 N. State Street in the City of Hernet, County of Riverside, California, situated on Assessor's Parcel Number 439-080-013, more particularly described as Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately 0.91 acre site at a purchase price not-to-exceed dollars \$220,000.

BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately \$38,750 for typical transaction costs including staff time, appraisal costs, title insurance, and other due diligence studies of the property.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

File No: 613600187

EXHIBIT "A"

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

The South 150,00 feet of the following described Parcel:

The South 150.00 feet of the following described Parcel:
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Thence North along the center line of State Street, 156.00
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Thence West and parallel with the center line of State
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Street, a distance of 289.00 feet;
Thence East and parallel with the center line of Menlo Avenue, a distance of 330.00 feet, to the point of Beginning.

Except that portion thereof included in State Street, as conveyed to the County of Riverside by documents recorded June 23, 1985 as Instrument No. 72678 and June 2, 1971 as Instrument No. 58757, Both of Official Records of Riverside County, California.

Assessor's Parcel No: 439-060-013

ROLL CALL:

Jeffries, Stone, Benoit, and Ashley None Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on June 3, 2014.

KECIA HARPER-IHEM, Clerk of said Board By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: June 5, 2014

Kecia Harper-Ihem, Clerk of the Board By: Çecilia Gil, Board Assistant

6/10, 6/17, 6/24