

FORM APPROVED COUNTY COUNSEL 2/24/15
 BY: GREGORY P. PRIAMOS
 Department of Concurrence

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

367



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
 March 12, 2015

SUBJECT: Resolution No. 2015-007, Authorization to Purchase Real Property Located in Hemet, District 3, CEQA Exempt, [\$98,830], 100% Fleet Services Department Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the purchase of the vacant parcel is exempt from the provisions of California Environmental Quality Act (CEQA) Guidelines Section 15301(d), Class I, Existing Facilities Exemption, Section 15311(b), Class 11 Accessory Structures Exemption and Section 15061 (b) (3) General Rule Exemption;
2. Adopt Resolution No. 2015-007, Authorization to Purchase Real Property in Hemet, adjacent to 824 N. State Street, Hemet, County of Riverside, identified as Assessor's Parcel Number 439-100-006, from Valley Restart Shelter, a California non-profit corporation;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: [Signature] 3/12/15
 Esteban Hernandez

[Signature]
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 98,830	\$ 0	\$ 98,830	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Fleet Services Department Budget
Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION: APPROVE
 BY: [Signature]
 Rohini Dasika
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 24, 2015
xc: EDA, Recorder

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

By: [Signature]
 Lisa Brandl, Director of Purchasing
 Purchasing Department

A-30
 Positions Added
 4/5 Vote
 Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency/Facilities Management

FORM 11: Resolution No. 2015-007, Authorization to Purchase Real Property Located in Hemet, District 3, CEQA Exempt, [\$98,830], 100% Fleet Services Department Budget

DATE: March 12, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Approve the Agreement of Purchase and Sale with Joint Escrow Instructions between the County and Valley Restart Shelter, a California non-profit corporation, 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 the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval by the Board; 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 \$4,830 in due diligence costs and \$12,000 for staff time.

BACKGROUND:

Summary

Fleet Services is responsible for managing the County's light vehicle fleet to provide reliable and safe transportation for a wide range of local government functions. The services to County Departments include: purchasing the best vehicles to meet the operational needs of departments, maintaining and servicing vehicles in a cost effective manner, and monitoring the use of vehicles in accordance with policies established by the Board of Supervisors.

The Hemet Riverside County Fleet Service facility adjacent to 824 N. State Street, which serves fleet service needs in southwestern Riverside County, is considering redesigning its facility to improve operational functionality. The current configuration of the service building has the service bay doors on the north side, immediately adjacent to the fuel pumps, which creates ingress/egress and other logistical challenges for County employees as they refuel and for Fleet employees working on vehicles in the service garage. Acquiring land south of the service garage would allow for the addition of rollup doors on the south side of the building and provide better ingress/egress and eliminate access and safety concerns.

Pursuant to the California Environmental Quality Act ("CEQA"), the County has reviewed and determined that the purchase of the Property as being categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15301(d), 15311(b), and 15061(b)(3) because the proposed project is the purchase of real property involving the transfer of title to the real property for the use of access to the existing County Fleet Services facility property located adjacent to the Property which will have no significant impacts on the environment.

In order to accomplish a future improvement of the existing facility and improve operational functionality, the County has negotiated the purchase of the property identified as Assessor's Parcel Number 439-100-006, situated adjacent to and south of the Fleet Service site.

Resolution No. 2015-007, the Agreement of Purchase and Sale with Joint Escrow Instructions and the Grant Deed have been approved as to legal form by County Counsel.

(Continued)

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

Economic Development Agency/Facilities Management

FORM 11: Resolution No. 2015-007, Authorization to Purchase Real Property Located in Hemet, District 3, CEQA Exempt, [\$98,830], 100% Fleet Services Department Budget

DATE: March 12, 2015

PAGE: 3 of 3

Impact on Citizens and Businesses

The impact to the Fleet Service Center will be generally positive as the potential acquisition for the vacant parcel located contiguous to the subject property will allow for a future improvement project. In addition, the eventual construction phase will provide important construction jobs throughout the construction phase.

Additional Fiscal Information

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

Purchase Price	\$	82,000
Estimated Escrow and Title Charges	\$	1,330
Phase I - Environmental	\$	2,000
Advertise	\$	1,500
Staff Labor	\$	12,000
Total	\$	98,830

FINANCIAL DATA:

All associated costs for this acquisition will be fully funded through the Fleet Services Department budget for FY 2014/15. No net County costs will be incurred as a result of this transaction.

Attachments:

Resolution No. 2015-007

Agreement of Purchase & Sale with Joint Escrow Instructions

Notice of Exemption

Grant Deed

1 Board of Supervisors

County of Riverside

2
3 Resolution No. 2015-007

4 Authorization to Purchase Fee Interest in Real Property
5 Located in Hemet, County of Riverside, State of California
6 Assessor's Parcel Number 439-100-006
7

8 **WHEREAS**, Valley Restart Shelter, a California non-profit corporation,
9 ("Seller"), is the owner of certain real property located in the City of Hemet, County of
10 Riverside, State of California, consisting of approximately .474 acres (20,376 square
11 feet) of vacant land, identified with Assessor's Parcel No. 439-100-006, ("Property");
12 and

13 **WHEREAS**, the County of Riverside is the owner of real property, commonly
14 known as 824 N. State Street, with Assessor's Parcel Number 439-100-040, which is
15 occupied by Riverside County Fleet Services Department ("County Property") and located
16 adjacent to the Property; and

17 **WHEREAS**, the existing Fleet Services Center serves as a fueling facility and
18 maintenance garage that lacks space for its operational function and in need of
19 additional land to allow for future alterations and development; and

20 **WHEREAS**, the County has negotiated the purchase of the Property located
21 adjacent to the County Property in order to provide County Fleet Services the additional
22 space to develop an improved facility for better functionality and performance; and

23 **WHEREAS**, the County has reviewed and determined that the purchase of the
24 Property as being categorically exempt from the California Environmental Quality Act
25 ("CEQA") pursuant to CEQA Guidelines Section(s) 15301(d), 15311(b), and
26 15061(b)(3) because the proposed project is the purchase of real property involving the
27

28
FORM APPROVED COUNTY COUNSEL
BY: *Sybil H. Gunzel* 2-23-15
DATE
SYBIL H. GUNZEL

1 transfer of title to the real property for the use of access to the existing property located
2 adjacent to the Property which will have no significant impacts on the environment; and

3 **WHEREAS**, the County of Riverside ("County") desires to acquire from Seller
4 and the Seller desires to sell to the County the Property pursuant to the terms of an
5 Agreement for Purchase and Sale of Real Property with Joint Escrow Instructions; now,
6 therefore,

7 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the
8 Board of Supervisors of the County of Riverside, California, ("Board"), in regular
9 session assembled on March 24, 2015, in the meeting room of the Board of
10 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon
11 Street, Riverside, California, that this Board, based upon a review of the evidence and
12 information presented on the matter, as it relates to this acquisition has determined that
13 the proposed acquisition project is categorically exempt from CEQA pursuant to CEQA
14 Guidelines Sections 15301(d), 15311(b), and 15061(b)(3) because it can be seen with
15 certainty that there is no possibility that the activity in question will have a significant
16 effect on the environment because the County is merely purchasing the interest in real
17 property to provide better access to the County Property to improve the operations and
18 use of the Fleet Services Center.
19

20 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
21 authorizes the purchase of the Property, at or after 9:00 a.m., more particularly
22 described as Exhibit "A", attached hereto and thereby made a part hereof, consisting of
23 approximately 0.474 acres of vacant land at a purchase price of Eighty Two Thousand
24 Dollars (\$82,000), plus costs and fees of Sixteen Thousand Eight Hundred and Thirty
25 Dollars (\$16,830) from Valley Restart Shelter by Grant Deed. All costs associated with
26 the transaction of this property are fully funded by County Fleet Services in the budget
27 for FY 2014/15. No net county costs will be incurred as a result of this transaction.
28

EXHIBIT "A"

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006

EXHIBIT B

COPY

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, California 92501

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

(Space above this line reserved for Recorder's use)

PROJECT: HEMET FLEET EXPANSION
APN: 439-100-006

GRANT DEED

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

VALLEY RESTART SHELTER, a California nonprofit corporation

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

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

EXHIBIT "A"

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006

PROJECT: HEMET FLEET EXPANSION
APN: 439-100-006

Dated: 1/27/2015

GRANTOR:

VALLEY RESTART SHELTER, a California
nonprofit corporation

By: Linda Rogers

State of California)
County of _____)

On _____, before me, _____, a Notary Public in
and for said County and State, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity and that by his/her/their signature on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
is true and correct.

WITNESS my hand and official seal.

Signature _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

GRANTEE:

By: _____
Robert Field,
Assistant County Executive Officer/EDA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

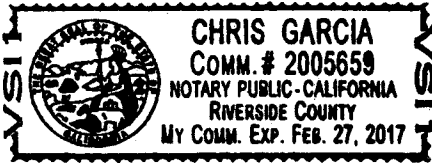
On Jan, 27 2015 before me, Chris Garcia (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared Linda Rogers
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

FORM APPROVED COUNTY COUNSEL
 BY: Anita C. Williams 12-17-14
 ANITA C. WILLIAMS, District Concurrence DATE

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



705

FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
 December 30, 2014

SUBJECT: Resolution No. 2015-006, Notice of Intention to Purchase Real Property Located in Hemet, District 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2015-006, Notice of Intention to Purchase Real Property identified as Riverside County Assessor's Parcel Number 439-100-006;
2. Authorize the Real Estate Division of the Economic Development Agency to negotiate for the purchase of .474 acres of vacant land for an estimated \$82,000 and to incur typical transaction costs including staff time, appraisal cost, title insurance, environmental review and other due diligence costs not to exceed \$16,830;

(Continued)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez 12/23/14

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A
 Budget Adjustment: NO
 For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:
 APPROVE
 BY: Rohini Dasika
 Rohini Dasika
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended, and is set for public meeting on or after February 10, 2015 at 9:00 a.m.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: None
 Date: January 13, 2015
 xc: EDA, COB

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

Prev. Agn. Ref.: | District: 3 | Agenda Number:

3-5

By: Lisa Brandl
 Lisa Brandl
 Director of Purchasing and Fleet Services

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

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

Economic Development Agency/Facilities Management

FORM 11: Resolution No. 2015-006, Notice of Intention to Purchase Real Property Located in Hemet, District 3

DATE: December 30, 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

Fleet Services is responsible for managing the County's light vehicle fleet to provide reliable and safe transportation for a wide range of local government functions. The services to County Departments include: purchasing the best vehicles to meet the operational needs of departments, maintaining and servicing vehicles in a cost effective manner, and monitoring the use of vehicles in accordance with policies established by the Board of Supervisors.

The Hemet Riverside County Fleet Service facility adjacent to 824 N. State Street, which serves fleet service needs in southwestern Riverside County, is considering redesigning its facility to improve operational functionality. The current configuration of the service building has the service bay doors on the north side, immediately adjacent to the fuel pumps, which creates ingress/egress and other logistical challenges for County employees as they refuel and for Fleet employees working on vehicles in the service garage. Acquiring land south of the service garage would allow for the addition of rollup doors on the south side of the building and provide better ingress/egress and eliminate access and safety concerns.

In order to accomplish a future improvement of the existing facility and improve operational functionality, the County is negotiating the purchase of the property identified as Assessor's Parcel Number 439-100-006, situated south of the Fleet Service site.

The real estate due diligence costs are for a not-to-exceed amount of \$16,830. These costs, as well as the cost of acquisition will be fully funded through the Fleet Services Department budget. Board authorization for all associated costs will be requested after due diligence activities have been completed and approval of authorization to purchase the land is required.

Impact on Citizens and Businesses

The impact to the Fleet Service Center will be positive as the potential acquisition for the vacant parcel located contiguous to the subject property will allow for a future improvement project. In addition, the eventual construction phase will provide important construction jobs throughout the construction phase.

Attachment:

Aerial photograph

2
3 **RESOLUTION NO. 2015-006**

4 **NOTICE OF INTENTION TO PURCHASE REAL PROPERTY**

5 **LOCATED AT 824 N. STATE STREET,**

6 **CITY OF HEMET, CALIFORNIA**

7 (Assessor's Parcel Number 439-100-006)

8
9 **WHEREAS**, the County of Riverside owns and operates a County Fleet Service
10 site adjacent to 824 N. State Street, Hemet, CA. The Fleet Service facility provides
11 maintenance and services to light fleet vehicles for the County of Riverside;

12 **WHEREAS**, the facility is deemed deficient due to its orientation and current
13 design, presenting challenges to daily operations;

14 **WHEREAS**, the County is negotiating a purchase for the property identified as
15 Assessor's Parcel Number 439-100-006, situated south of the existing County Fleet
16 Service property; and

17 **WHEREAS**, the potential acquisition would allow for additional space to modify
18 the current design of the Fleet Service facility and improve operational functionality.

19 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of
20 Supervisors of the County of Riverside in regular session assembled on January 13,
21 2015, and **NOTICE IS HEREBY GIVEN**, pursuant to Section 25350 of the Government
22 Code that this Board at its public meeting on or after February 10, 2015, at 9:00 a.m. in
23 the meeting room of the Board of Supervisors located on the 1st floor of the County
24 Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a
25 transaction in which the County of Riverside will purchase certain real property located
26 adjacent to 824 N. State Street in the City of Hemet, County of Riverside, California,
27 identified as Assessor's Parcel Number 439-100-006, more particularly described as
28

FUKM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE
DATE: 1/13/15

1 Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately
2 0.474 acres of vacant land at a purchase price not-to-exceed \$82,000.

3 BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate
4 Division of EDA is expected to expend approximately \$16,830 for typical transaction
5 costs including staff time, title insurance, environmental report, and other due diligence
6 studies of the property.

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

10

11

12

13 ROLL CALL:

14

Ayes: Jeffries, Tavaglione, Benoit and Ashley

15

Nays: None

16

Absent: None

17

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.

18

KECIA HARPER-IHEM, Clerk of said Board

19

By 

Deputy

20

21

22

23

24

25

26

27

TK:ra/120114/002PU/17.279 S:\Real Property\TYPING\Docs-17.000 to 17.499\17.279.doc

28

EXHIBIT "A"

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006



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

January 15, 2015

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

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

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2015-006

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **3 consecutive Tuesdays: January 20, 2015, January 27, 2015 and February 3, 2015.**

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

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

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: PEC Legals Master <legalsmaster@pe.com>
Sent: Thursday, January 15, 2015 8:12 AM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Resolution No. 2015-006

Received for publication on Jan. 20, Jan. 27 and Feb. 3. 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, three (3) business days prior to the date you would like to publish. **Additional days required for larger ad sizes**

From: Gil, Cecilia <CCGIL@rcbos.org>
Sent: Thursday, January 15, 2015 7:54 AM
To: PEC Legals Master
Subject: FOR PUBLICATION: Resolution No. 2015-006

Good morning! Attached is a Notice of Public Meeting for publication on 3 Tuesdays: Jan. 20, Jan. 27 and Feb. 3, 2015. 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. 2015-006

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY
LOCATED AT 824 N. STATE STREET
CITY OF HEMET, CALIFORNIA
(Assessor's Parcel Number 493-100-006)

WHEREAS, the County of Riverside owns and operates a County Fleet Service site adjacent to 824 N. State Street, Hemet, CA. The Fleet Service facility provides maintenance and services to light fleet vehicles for the County of Riverside;

WHEREAS, the facility is deemed deficient due to its orientation and current design, presenting challenges to daily operations;

WHEREAS, the County is negotiating a purchase for the property identified as Assessor's Parcel Number 439-100-006, situated south of the existing County Fleet Service property; and

WHEREAS, the potential acquisition would allow for additional space to modify the current design of the Fleet Service facility and improve operational functionality.

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on January 13, 2015, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after February 10, 2015, 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 adjacent to 824 N. State Street in the City of Hemet, County of Riverside, California identified as Assessor's Parcel Number 439-100-006, more particularly described as Exhibit "A" attached hereto and thereby made a part hereof consisting of approximately 0.474 acres of vacant land at a purchase price not-to-exceed \$82,000.

BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately \$16,830 for typical transaction costs including staff time, title insurance, environmental report, 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.

(INSERT EXHIBIT A)

ROLL CALL:

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on January 13, 2015.

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

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

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

Dated: January 15, 2015

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

EXHIBIT "A"

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006

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

BY AND BETWEEN

VALLEY RESTART SHELTER, a California non-profit corporation

AS SELLER

AND

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

AS BUYER

RELATING TO

Assessor's Parcel Number 439-100-006

MAR 24 2015 3-15

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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2014, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") and VALLEY RESTART SHELTER, a California non-profit corporation ("Seller").

Buyer and Seller agree as follows:

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

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

(b) **Property:** Seller is the owner of certain real property consisting of approximately 20,376 square feet of vacant land situated on Assessor's Parcel Number 439-100-006, as further described or depicted in Exhibit "A" attached hereto and incorporated herein;

(c) **Purchase Price:** The Purchase Price for the Property is Eighty Two Thousand Dollars (\$82,000.00).

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

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

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

(g) **Closing Date:** The Closing Date shall be no later than sixty days after the date of approval of this agreement by the Board of Supervisors for the County of Riverisde, 2015, and Seller shall grant Buyer one 30-day extension to close Escrow, if requested by Buyer, or as otherwise agreed to by both parties;

(h) **Notices:** Will be sent as follows to:

Seller: Valley Restart Shelter, a California nonprofit corporation
Attn: Linda Rogers, Executive Director
200 E. Menlo Avenue
Hemet, CA 92543
Telephone: 951-766-7476
Email: ldotlou@aol.com

Buyer: County of Riverside
Attn: Vincent Yzaguirre
3403 10th Street, Suite 400
Riverside, California 92501
Telephone: (951) 955-9011
Fax: (951) 955-4837
Email: vyzaguirre@rivcoeda.org

Escrow Holder:
Attn: Colleen Graves
Address: 625 Carnegie Drive, Suite 125
City: San Bernardino, CA
Telephone: 909-963-5570
Email: GGraves@ltic.com

Title Company: Lawyers Title Company
Address: 3480 Vine Street
City: Riverside, CA 92507
Attn: Joe Lardieri
Email: Jlardieri@ltic.com

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

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon with the exception of any covenants, conditions and restrictions which must be removed by Seller prior to the purchase.

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

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

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

5. **Deliveries to Escrow Holder.**

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

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

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

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

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

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

(c) A duly executed copy of the approval of the Board of Supervisors Authorization to Purchase and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document; and

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

6. **Condition of Title.**

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

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

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

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

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

(a) Title. Buyer has obtained a Preliminary Report for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report, Buyer hereby objects to the exceptions 9 and 11, the "Objectionable Exceptions", as shown in the Preliminary Report. Seller will have ten (60) days after receipt of a copy of the Preliminary Report to advise Buyer and Escrow in writing that:

(i) Seller will remove any Objectionable Exceptions or obtain appropriate endorsements to the title policy on or before the Closing Date; or

(ii) Seller will not cause the Objectionable Exceptions to be removed. If Seller advises Buyer that it will not cause the exceptions to be removed, Buyer will have ten (10) days to elect, at its sole remedy, to:

(a) Proceed with the purchase and acquire the Property, subject to the Objectionable Exceptions; or

(b) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer.

If Seller commits to remove any Objectionable Exception and fails to do so by the Closing Date, then Seller will be in default under this Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue any remedies available at law or in equity.

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

(c) Delivery of Information. Seller shall deliver to Buyer, copies of all surveys, past hazardous material studies, soils reports, including engineers' reports, and studies and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

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

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

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

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

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

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

7.3 Termination of Agreement. Buyer will have 30 business days from the mutual execution of this Agreement Purchase and Sale to approve or disprove of the condition of the property. During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.**

8.1 Matters To Be Reviewed. As of the Closing Date, Buyer has completed its due diligence investigation of and has approved each of the following matter:

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

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

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

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

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

(b) Not reasonably discoverable prior to the Effective Date and that matter is one which:

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

(ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 17.2 below; and

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (5) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

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

8.3 Condition & Delivery of Premises. The property will be purchased subject to the conditions set forth in this Agreement, with free and clear title delivered by Seller.

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

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

11. **Costs and Expenses.**

Seller will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) One half of the escrow and recording fees; and
- (d) Seller's share of prorations.

Buyer will pay:

- (a) One half of the escrow and recording fees;
- (b) ALTA Extended Owner's Policy and any title endorsements; and
- (c) Buyers share of prorations.

12. **Prorations.**

12.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to close of escrow. In the event any real property taxes are due and unpaid at the close of escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the close of escrow. At the close of escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Any prorated refund that will be due the Seller will be refunded to the Seller by the county Tax Collector/Assessor outside of escrow and Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 13 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

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

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 11, 12 and 18.1, (b) disburse the balance of the Purchase Price and (c) disburse any excess proceeds deposited by Buyer to Buyer.

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

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

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

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

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

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

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

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

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

15. Indemnification.

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. Seller shall also indemnify Buyer from any claim, action, costs or expenses arising from any hazardous substance discovered at the property, not previously disclosed by Seller.

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

16. Hazardous Substances.

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

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

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

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

16.2 Seller's Representations and Warranties. Except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement:

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

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

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

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

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

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

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

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

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the close of escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

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

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

18.9 Survival. Sections 12, 15, 17 and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

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

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

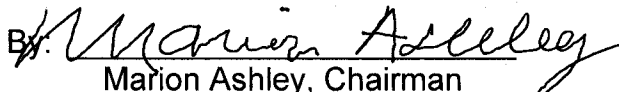
THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year signed by the Board of Supervisor of the County of Riverside.

COUNTY OF RIVERSIDE

SELLER:

VALLEY RESTART SHELTER, a
California non-profit corporation

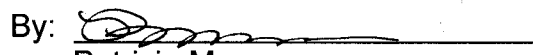
By: 
Marion Ashley, Chairman
Board of Supervisor

By: 
Printed: Linda Rogers
Its: Executive Director

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

By: 
Patricia Munroe
Deputy County Counsel



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

3/26/15
Date

KB
Initial

NOTICE OF EXEMPTION

January 5, 2015

Project Name: County of Riverside, Resolution No. 2015-007 Authorization to Purchase Real Property located in Hemet

Project Number: FM0417300002

Project Location: APN: 439-100-006; 824 N. State Street, Hemet, CA. Riverside County, California. Latitude: 33°45'36.7148"N; Longitude: -116°58'13.9701"W (See attached exhibit)

Description of Project: County of Riverside Fleet Services is responsible for managing the County's light vehicle fleet to provide reliable and safe transportation for a wide range of local government functions. The services to County Departments include purchasing the best vehicles to meet the operational needs of departments, maintaining and servicing vehicles in a cost effective manner, and monitoring the use of vehicles in accordance with policies established by the Board of Supervisors. The Hemet Riverside County Fleet Service facility which serves fleet service needs in southwestern Riverside County is considering redesigning its facility to improve operational functionality. The current configuration of the service building has the service bay doors on the north side, immediately adjacent to the fuel pumps, which creates ingress/egress and other logistical challenges for County employees as they refuel and for Fleet employees working on vehicles in the service garage. Acquiring land south of the service garage would allow for the addition of rollup doors on the south side of the building and provide better ingress/egress and eliminate access and safety concerns. The inclusion of rollup doors to the existing structure will entail minor exterior improvements. Additionally, paving of the additional land may be required; however, paving would be limited to a maximum of approximately .474 acres of area. Once complete, no changes to existing operations would occur. In order to accomplish a future improvement of the existing facility and improve operational functionality, the County is negotiating the purchase of the adjacent property at 824 N. State Street, identified as Assessor's Parcel Number 439-100-006, situated south of the Fleet Service site. The impact to the Fleet Service Center will be generally positive as the potential acquisition for the vacant parcel located contiguous to the subject property will allow for a future improvement project. In addition, the eventual construction phase will provide important construction jobs throughout the construction phase.

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.

MAR 24 2015 3-15

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

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Environmental Planning
Fair & National Date Festival
Foreign Trade
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Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

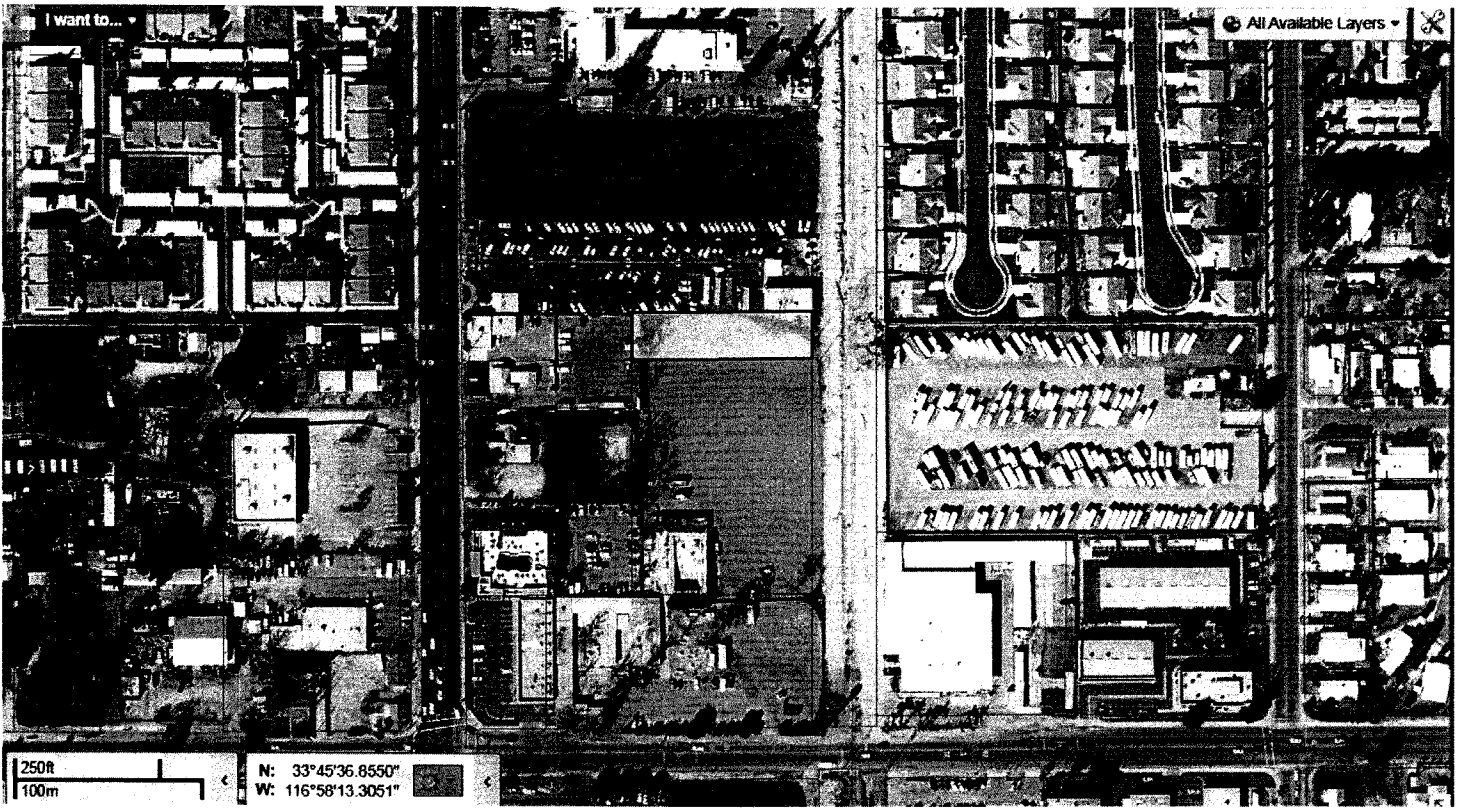
Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause 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 and minor improvements to the existing structure which will not have a physical effect on the environment. Further, the purchase will allow for future improvements to the existing facility and improved operational functionality, including better vehicle ingress/egress access and safety. Neither the purchase nor future 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 (a) – Class 1 Existing Facilities Exemption. The project as proposed is the purchase of real property and the minor alteration of the existing structure. The addition of rollup doors and minor paving of the existing site will not result in any physical environmental impacts during construction. The improvements are minor and once complete, the site will continue to operate in a similar manner.
- Section 15311 (b) – Class 11 Accessory Structures Exemption. This exemption allows for the placement of minor structures, including but not limited to small parking lots that are accessory to existing institutional facilities. The project includes the acquisition of adjacent property for use of access to the existing Hemet Fleet Service Center. The land will be paved and utilized to improve existing ingress/egress at the site.
- 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 acquisition of real property would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. The inclusion of rollup doors to the existing structure and any future paving of the vacant and degraded property for use as a driveway access would not involve any physical environmental impacts during construction. No biological habitat exists, and the acquisition of the property is merely to improve the operational functionality of the existing and ongoing use of the adjacent Hemet Fleet Service Center. Once these minor improvements are complete, the service center will continue to operate in a similar manner. No operational impacts would occur. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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.

Signed:  Date: 1/5/15

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



APN 439-100-006

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Resolution No. 2015-007, Authorization to Purchase Real Property located in Hemet, District 3

Accounting String: **Fund: 524830-47220-7200400000-FM0417300002**

DATE: January 5, 2015

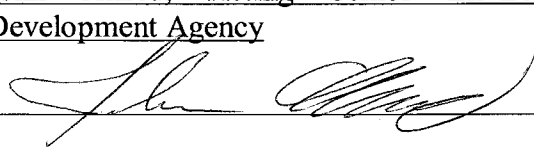
AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: _____



PRESENTED BY: Tracy Kaiser, Development Specialist, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: January 5, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417300002**
Resolution No. 2015-007, Authorization to Purchase Real Property located in Hemet, District 3

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

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

Attachment

cc: file

MEMORANDUM

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

Robert Field
Assistant County Executive Officer/EDA

TO: Kecia Harper-Ihem, Clerk of the Board

FROM: Bonnie Perez, Real Property Coordinator
Real Property Division

DATE: August 25, 2015

SUBJECT: Hemet Fleet Expansion Project
Title Policy

Attached please find the original Title Policy for the Hemet Fleet Expansion Project. This transaction was approved on March 12, 2015, Item #3.15, Resolution No. 2015-007.

If you have any questions, please email or call me at x52359. Thank you.



Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

August 12, 2015

ECONOMIC DEVELOPMENT AGENCY
REAL ESTATE DIVISION
3403 10TH STREET, SUITE 400
RIVERSIDE, CALIFORNIA 92501

YOUR REF: 7609424
OUR NO.: **614600108**
POLICY NO.: **CA-FXDA-ICL-81472-1-15-614600108**
Property: Vacant Land, County Riverside, California

Dear Customer:

On behalf of Lawyers Title Company, please find your CLTA Standard Owners Policy of title insurance.

NOTE: Your policy is a Computer Generated Product. Although lacking color and "live" signatures, it is the original of your policy.

Thank you for selecting Lawyers Title Company for your transactional management needs.

Enclosure

Policy No.: CA-FXDA-ICL-81472-1-15-614600108

This policy has been issued through the offices of



Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

We wish to take this opportunity to thank you for allowing us to assist you in your recent real estate transaction. We appreciate your confidence in us and take pride in our ability to service all your title needs.

The enclosed title policy was carefully prepared in accordance with your agent's instruction and should be kept in a safe place with your other important documents as it continues to protect you as long as you have an interest in the subject real property.

We hope we can be of assistance to you in all your future real estate transactions.

Cordially,

A handwritten signature in cursive script, appearing to read 'James M. John'.

James M. John



POLICY NO.: CA-FXDA-ICL-81472-1-15-614600108

STANDARD COVERAGE POLICY OF TITLE INSURANCE

Issued by Commonwealth Land Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, Commonwealth Land Title Insurance Company, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of right of access to and from the land;

and in addition, as to an insured lender only:

- 5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Lawyers Title, A Division of Commonwealth Land Title Insurance Company

Commonwealth Land Title Insurance Company

Natalie Bombardie

By: Countersigned



By:

[Signature]

President

ATTEST

[Signature]

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulations... (b) Any governmental police power...
2. Rights of eminent domain...
3. Defects, liens, encumbrances, adverse claims or other matters: (a) whether or not recorded... (b) not known to the Company... (c) resulting in no loss or damage... (d) attaching or created subsequent... (e) resulting in loss or damage...
4. Unenforceability of the lien of the insured mortgage...
5. Invalidity or unenforceability of the lien of the insured mortgage...
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy...

CONDITIONS AND STIPULATIONS**1. Definition of Terms.**

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:
- (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
- (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
- (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
- (iv) Subject to any rights or defenses the Company would have had against the named insured, A) the spouse of an insured who receives title to the land because of dissolution of marriage, B) the trustee or successor trustee of a trust or any estate planning entity created for the insured to whom or to which the insured transfers title to the land after the Date of Policy or C) the beneficiaries of such a trust upon the death of the insured.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any

purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

- (i) The amount of insurance stated in Schedule A;
- (ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) The amount paid by a governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. Notice of Claim to be Given by Insured Claimant.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to

the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination and Extent of Liability.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or

damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. Reduction of Insurance; Reduction or Termination of Liability.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. Liability Noncumulative.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the

insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. Payment of Loss.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

(a) The Company's Right of Subrogation

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Policy; Policy Entire Contract.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Severability.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company Commonwealth Land Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

Policy No.: CA-FXDA-ICL-81472-1-15-614600108

CLTA STANDARD COVERAGE – 1990 (4-8-14)
POLICY OF TITLE INSURANCE
Issued by
Commonwealth Land Title Insurance Company

SCHEDULE A

Amount of Insurance: **\$82,000.00**

File No.: **614600108**

Premium: **\$604.00**

Endorsement Fee: \$-0-

Date of Policy: **August 06, 2015** AT 011:04 AM

1. Name of Insured:
County of Riverside, a political subdivision of the State of California
2. The estate or interest in the land described herein and which is covered by this policy is:
A FEE
3. The estate or interest referred to herein is at the Date of Policy vested in:
County of Riverside, a political subdivision of the State of California
4. The land referred to in this policy is situated in the County of Riverside, State of CALIFORNIA, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Policy No.: CA-FXDA-ICL-81472-1-15-614600108

File No.: 614600108

EXHIBIT "A"

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

That portion of the South half of the West half of Lot 124 and of the West half of Lot 128 of Estudillo Land and Water Company's Addition to San Jacinto as shown by map on file in Book 9, Page 410 of Maps, San Diego Recorders, described as follows:

Beginning at a point on the center line of State Street, 675 feet North on said center line from the center line of Menlo Avenue; thence East parallel with the center line of Menlo Avenue, 313 feet for the true point of beginning; thence South, parallel with the center line of State Street, 73 feet; thence East, parallel with the center line of Menlo Avenue, 285 feet, to the West line of the Atchison, Topeka & Santa Fe Railroad right of way; thence North, along the West line of said right of way, 73 feet; thence West, parallel with the center line of Menlo Avenue, 285 feet to the true point of beginning.

Assessor's Parcel No: 439-100-006

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

END OF SCHEDULE B - PART I

**SCHEDULE B
PART II**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: one ditch, flume or other aqueduct
Recording No: in Book 43, Page 161 of Deeds Records of San Diego County

The exact location and extent of said easement is not disclosed of record.

- 3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Fruitvale Mutual Water Company
Purpose: pipelines
Recording Date: July 11, 1925
Recording No: in Book 645, Page 182 of Deeds
Affects: said land more particularly described therein

- 4. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Hemet Redevelopment Agency
Recording Date: May 5 1, 1996
Recording No: as Instrument No. 156639 of Official Records

- 5. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Redevelopment Agency of the City of Hemet
Recording Date: November 30, 2007
Recording No: as Instrument No. 2007-0722206 of Official Records

END OF SCHEDULE B - PART II

Endorsements: NONE

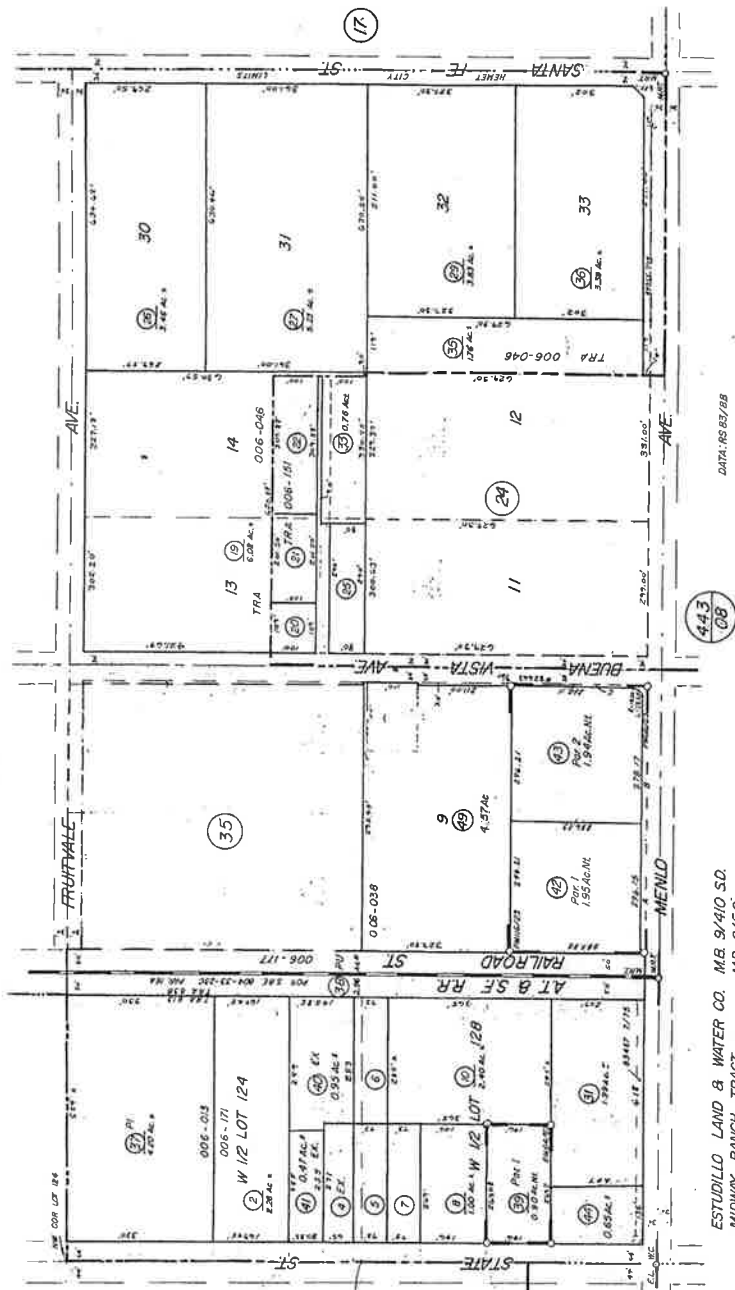
439-10
13-25

T. R. A. 006-151
006-018
006-046
006-151
006-177

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

APR 03 2006



LOT	AREA	BEARING	DATE
1	0.55 AC		
2	0.55 AC		
3	0.55 AC		
4	0.55 AC		
5	0.55 AC		
6	0.55 AC		
7	0.55 AC		
8	0.55 AC		
9	1.37 AC		
10	0.55 AC		
11	0.55 AC		
12	0.55 AC		
13	0.55 AC		
14	0.55 AC		
15	0.55 AC		
16	0.55 AC		
17	0.55 AC		
18	0.55 AC		
19	0.55 AC		
20	0.55 AC		
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27	0.55 AC		
28	0.55 AC		
29	0.55 AC		
30	0.55 AC		
31	0.55 AC		
32	0.55 AC		
33	0.55 AC		
34	0.55 AC		
35	0.55 AC		

ESTUDILLO LAND & WATER CO. MB. 94/10 SD.
MIDWAY RANCH TRACT MB. 8/50
P.M. 64/87 Parcel Map No. 13539
P.M. 116/23-24

OCT 1970

ASSESSOR'S MAP, BK. 439 PG. 10
RIVERSIDE COUNTY, CALIF.

DATA: NS 82788