

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIMOS DATE 6/2/15

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



FROM: Economic Development Agency

SUBMITTAL DATE:
June 18, 2015

SUBJECT: Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the Unincorporated Community of Oasis in the County of Riverside, California; Resolution No. 2015-103 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 4, [\$9,400] 100% Sale Proceeds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15312 (a)(b)(3) Sale of Surplus Government Property Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption;
2. Conduct a public hearing on June 30, 2015, to open written bids and call for oral bidding for certain real property located in the unincorporated community of Oasis in the County of Riverside, California, portion of Assessor's Parcel Number 737-240-003;
3. At the close of the public hearing accept one bid or reject all bids, or continue the matter for further consideration;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 6/13/15

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	\$ 9,400	\$ 0	\$ 9,400	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Sale Proceeds

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 Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended to include motions 4a, 5, 6, and 7; and accept the bid of \$50,000 from Anthony Vineyards, Inc.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: June 30, 2015
xc: EDA, Recorder

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

Prev. Agn. Ref.: 3-7 of 06/02/15 | District: 4

Agenda Number:

9-1

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

Economic Development Agency

FORM 11: Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the Unincorporated Community of Oasis in the County of Riverside, California; Resolution No. 2015-103 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 4, [\$9,400] 100% Sale Proceeds

DATE: June 18, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (continued)

4. Acceptance of Highest Bid, Authorization to Sell and Approval of Agreement – Optional Motions for the Board's Selection:
 - a. In the event that the Board desires to accept the highest bid, adopt Resolution No. 2015-103 Authorization to Sell Real Property located in the Unincorporated Community of Oasis in the County of Riverside, State of California; Approval of Offer and Agreement to Purchase Real Property, Portion of Assessor's Parcel Number 737-240-003 to authorize the sale and approve the agreement with the successful bidder to move forward with the sales transaction;
OR
 - b. In the event that no bids are received or the Board rejects all bids, the Board authorizes EDA – Real Estate to continue to market the subject Property for sale.
5. If an offer is accepted by the Board of Supervisors during the public hearing, reimburse the Real Property Real Estate Division of the Economic Development Agency in an amount not to exceed \$9,400 from proceeds of the accepted offer;
6. Authorize the sales proceeds to be deposited in the Waste Management Department's account; and
7. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

BACKGROUND:

Summary

On June 2, 2015, the Board of Supervisors adopted Resolution No. 2015-029, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the Unincorporated Community of Oasis in the County of Riverside, State of California, Portion of Assessor's Parcel Number 737-240-003, declaring a portion of real property identified as Assessor's Parcel Number 737-240-003 (The Property) to be surplus real property and invited bids to acquire the Property at the date set for the bids to be reviewed and considered by the Board. The property is located on the western edge of the Oasis Landfill and consists of 5.8 acres of the larger 149.73 acre parcel.

For efficiency in the public bidding process, after all the bids, both written and oral, have been reviewed and considered by the Board, the Board may choose to accept the highest bid, authorize to sell the real property, approve the agreement for the purchase and sale of the property and direct the Chairman of the Board to execute the agreement and the deed at the close of the public hearing. In the event that no bids are received or the Board desires to reject all the bids reviewed and considered, the Board may authorize the Economic Development Agency – Real Estate Division to continue to market this Property for sale. If a party is interested in purchasing the Property under the terms and conditions set by the Board in the Resolution No 2015-029 and the Bid Forms, the proposal shall be submitted to the Board for its review and consideration on whether to accept the proposal.

(Continued)

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

Economic Development Agency

FORM 11: Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the Unincorporated Community of Oasis in the County of Riverside, California; Resolution No. 2015-103 Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 4, [\$9,400] 100% Sale Proceeds

DATE: June 18, 2015

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Pursuant to the California Environmental Quality Act (CEQA), the Sale was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Sections 15061 (b)(3) General Rule Exemption and 15312 (a)(b)(3) – Surplus Government Property Sales. The proposed project is the sale of property involving of real property that is no longer needed for the use by or purposes of the County does not have significant values for wildlife habitat or other environmental purposes and the use of the property and adjacent property has not change since the time of acquisition by the County.

Resolution No. 2015-103, the Offer and Agreement to Purchase Real Property and Quitclaim Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

Based upon the appraised value less County staff costs and expenses, this sale is expected to generate approximately \$41,000. The sale proceeds and revenue will enable the County to direct these funds to provide better and necessary services to the residents and businesses of the County.

SUPPLEMENTAL:

Additional Fiscal Information

The Real Estate Division of the Economic Development Agency will be reimbursed for any and all costs associated with the sale of this property, as itemized below, through the gross proceeds of this sale. No net county costs will be incurred and no budget adjustment is necessary.

Advertising Costs	\$ 1,500
Acquisition (Minimum Bid)	\$ 40,600
Labor Costs	\$ 7,900
Total Estimated Disposition Costs	\$ 50,000

Contract History and Price Reasonableness

Not applicable

Attachment:

Aerial Map

Resolution No. 2015-103 with Exhibits A & B

Offer and Agreement to Purchase Real Property

Quitclaim Deed

Notice of Exemption

County of Riverside

**ACCEPTANCE OF THE HIGHEST BID AND AUTHORIZATION TO SELL REAL PROPERTY
LOCATED IN THE UNINCORPORATED COMMUNITY OF OASIS IN THE COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA; APPROVAL OF OFFER AND AGREEMENT TO
PURCHASE REAL PROPERTY
PORTION OF ASSESSOR'S PARCEL NUMBER 737-240-003**

WHEREAS, the Board of Supervisors desires to authorize the sale of the Property, approve the Offer and Agreement to Purchase Real Property with the successful bidder who

1 submitted the highest bid that was accepted by the Board and authorize the Chairman to
2 execute the Agreement and Quitclaim Deed on behalf of the County; now, therefore,

3 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of
4 the County of Riverside County ("Board"), at the close of conducting the public hearing for the
5 public bidding to sell the Property, assembled on or after June 30, 2015, at 9:30 or soon
6 thereafter, that it hereby finds the sale of the Property as categorically exempt from CEQA
7 under State CEQA Guidelines Section 15312 (a)(b)(3), Sale of Surplus Government Property
8 Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption, accepts the
9 highest bid and authorizes the sale of the Property to the highest bidder who was accepted by
10 the Board ("Buyer") in accordance with the terms and conditions provided in that certain Offer
11 and Agreement to Purchase Real Property and the following:

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

1 7) Title insurance shall be at the option of the Buyer and Buyer's sole cost and
2 expense.

3 8) Buyer shall be solely responsible for all costs associated with this sales transaction,
4 including Escrow and Title Company costs and fees to consummate the transaction.

5 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
6 approves the Offer and Agreement to Purchase Real Property ("Agreement"), authorizes the
7 Chairman of the Board to execute the Agreement and the Quitclaim Deed on behalf of the
8 County and directs the deed to be delivered upon performance and compliance by the Buyer of
9 all the terms and conditions of the Agreement.

10 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
11 authorizes the Assistant County Executive Officer/EDA, or his designee, to execute any other
12 documents necessary to complete this transaction.

13 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board has
14 given notice hereof as provided in Sections 25528 and 6063 of the Government Code.

15 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that Board authorizes
16 that the net proceeds from the sale to be deposited into the Riverside County Department of
17 Waste Resources' account.

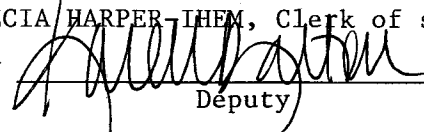
18 ROLL CALL:

19 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
20 Nays: None
21 Absent: None

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

24 KECIA HARPER IHEN, Clerk of said Board

25 By


Deputy

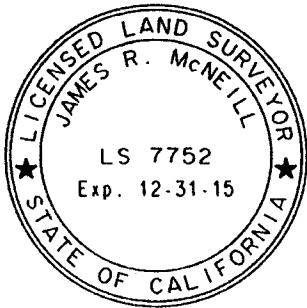
26
27
28 TK:tg/042015/060WA/17.518 S:\Real Property\TYPING\Docs-17.500 to 17.999\17.518.doc

Exhibit "A"

**Oasis SLF
Parcel B**

Being a portion of Parcel 1 as described in Instrument No. 271383. Recorded July 1, 1998, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

All of Parcel B of Record of Survey as shown in Book 142, Page 75, records of said county.



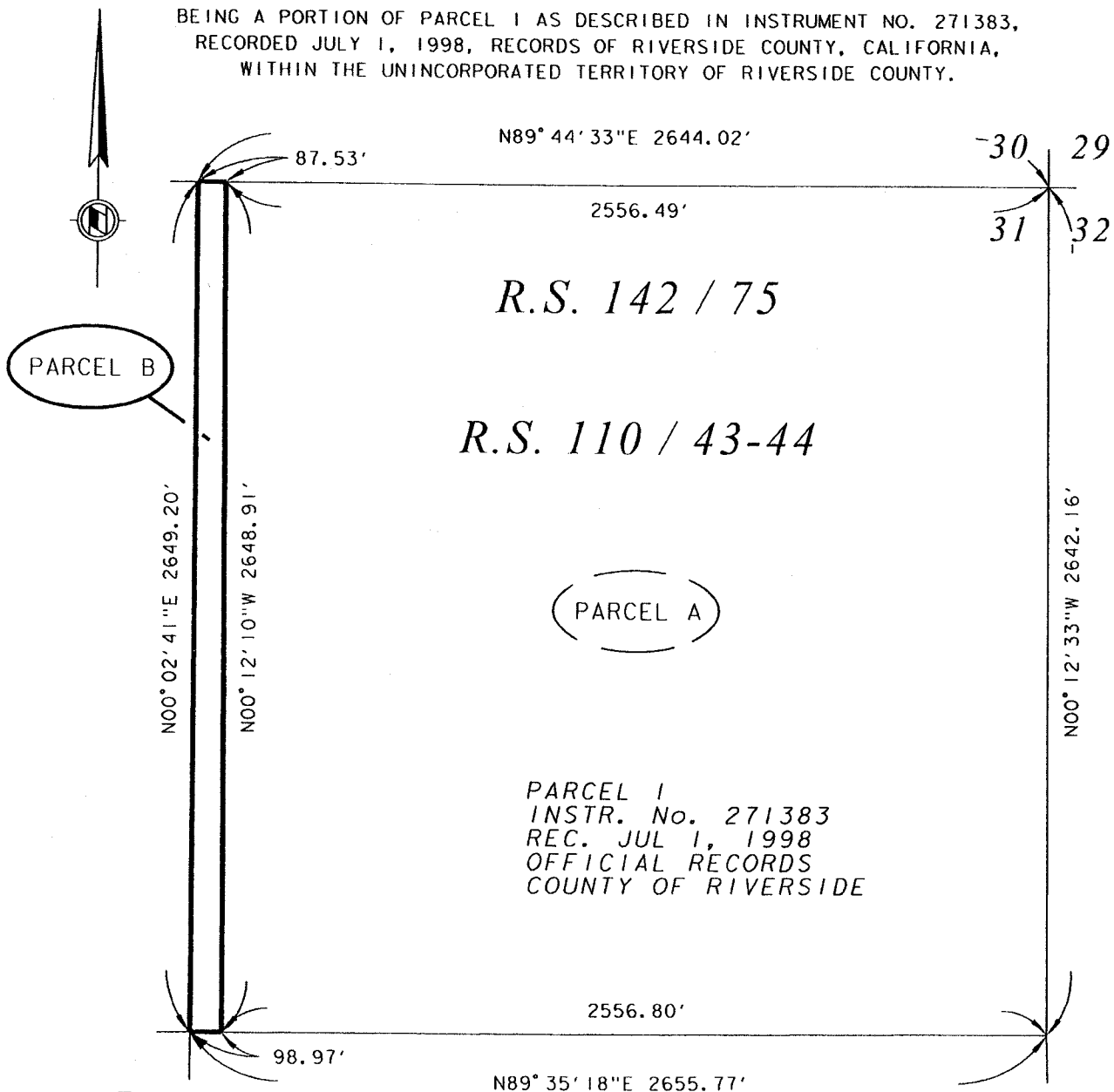

JAMES R. MCNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Waste Management

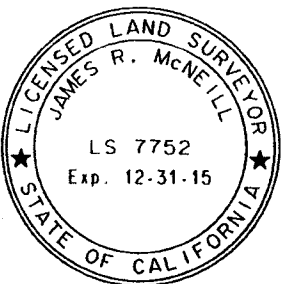
Date: 12-1-14

Exhibit "B"

BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 271383,
RECORDED JULY 1, 1998, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



PARCEL 1
INSTR. No. 271383
REC. JUL 1, 1998
OFFICIAL RECORDS
COUNTY OF RIVERSIDE



JAMES R. McNEILL
LAND SURVEYOR No. 7752
SIGNED ON BEHALF OF:
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT

DATE: 12-1-14

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:

OASIS SLF

THIS PLAT IS SOLELY AN AID IN LOCATING
THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART
OF THE WRITTEN DESCRIPTION THEREIN.

PARCEL B

SCALE:

NO SCALE

NOV-26-2014

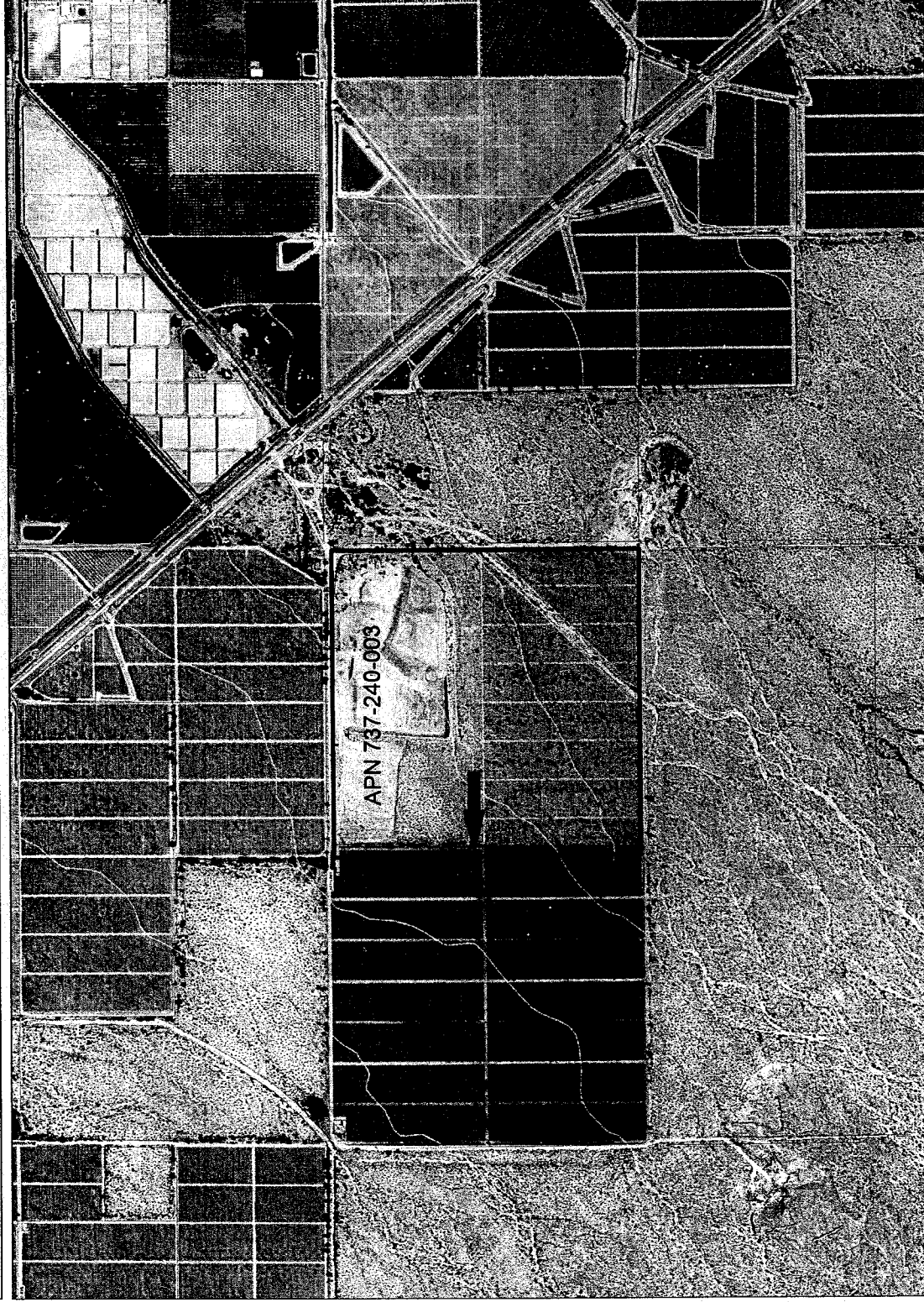
PREPARED BY:

DAB

SHEET NO.

1 OF 1

Oasis Landfill Encroachment



- Legend**
- RCLIS Parcels
 - City Boundaries
 - Cities
 - roads
 - highways
 - HWY
 - INTERCHANGE
 - INTERSTATE
 - OFFRAMP
 - ONRAMP
 - USHWY
 - counties
 - cities
 - hydrographylines
 - waterbodies
 - Lakes
 - Rivers

Notes

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

APN 737240003



0 1,580 3,159 Feet



REPORT PRINTED ON... 5/21/2015 8:33:22 AM

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CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Assessor's Parcel No.: Portion of **737-240-003**

Property Location: portion adjacent to Oasis Landfill property

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: _____

SELLER: County of Riverside, a political subdivision of the State of California

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located at _____, further described below in Section 1, and in the Resolution _____ attached hereto as "Exhibit A-1," upon the terms and conditions as stated herein for the purchase price of:

write out purchase price in words

(\$ _____)

Insert price in numbers

BUYER has given SELLER a good faith deposit (hereinafter the "Bid Deposit") in the amount of three percent of the minimum bid amount set by the Board of Supervisors of the County of Riverside.

1. **PROPERTY.** For the purchase price provided above and on the terms and conditions set forth in this Agreement, SELLER shall sell to BUYER, and BUYER shall purchase from SELLER the Property consisting of the following and subject to all encumbrances, easements and exceptions, whether of record or not:

That certain real property legally described and depicted in Exhibits "A" and "B", attached and by this reference incorporated herein (the "land").

The property purchased under this Agreement is collectively referred to as the "Property."

2. **TERMS OF OFFER.**

2.1 This offer will remain open and will not be revoked by BUYER for the period commencing with the date of execution of this agreement by BUYER and ending on the earlier of:

- A. 60 days thereafter; or
- B. Receipt of written notice from SELLER that the offer has been rejected.

2.2 Within 60 days after the execution of this Agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

2.3 SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

2.4 BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This Agreement is not binding upon SELLER until the offer is accepted in the

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manner prescribed herein, and the SELLER authorizes the sale, approves the Agreement and BUYER complies fully with each and every term and condition contained herein.

2.5 Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded. Should SELLER fail to accept or reject this offer within the 60 day period specified in Clause 1 (Term of Offer), BUYER may withdraw the offer by providing written notice to SELLER. In such event, the Bid Deposit paid by BUYER shall be refunded, provided BUYER withdraws the offer prior to SELLER's acceptance of the offer as set forth in Section 2 (Terms of Offer).

3. **FINANCING.** All costs for financing, including new loans and offer or purchase related costs, will be at the expense of BUYER and shall not delay this transaction. The offer and this sale is for cash and is not contingent upon BUYER obtaining funds or borrowing to complete this purchase.

4. **ESCROW.** Upon Board approval of this Agreement, BUYER and SELLER agree to open escrow within ten (10) days of said approval by the Board and to execute escrow instructions reasonably required by Lawyers Title Company, hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days thereafter and shall provide for close of escrow within 60 days, or sooner if it is mutually desirable to BUYER and SELLER. The term of escrow shall not be extended unless authorized in writing by SELLER.

4.1 Balance of the bid amount hereby offered, in excess of the down payment shall be paid in cash within sixty (60) days of the bid acceptance or prior to close of escrow, whichever shall occur first.

4.2 Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Clause 15 (Liquidated Damages).

5. **DEPOSITS.**

5.1 Prior to the close of escrow, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.

5.2 In the event BUYER fails, for any reason whatsoever, to pay into escrow within such time period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Section 16 (Liquidated Damages).

5.3 The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Section 8 (Delivery of Documents and Funds).

6. **BUYER'S COSTS.**

6.1 BUYER shall pay the following closing costs in connection with this purchase:

- A. The standard owner's title insurance policy; if BUYER desires to purchase;
- B. The escrow fee;
- C. Lender's title insurance policy, if any;
- D. Documentary transfer tax; and
- E. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees, taxes and assessments.

6.2 If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any escrow and title cancellation fees.

7. **SELLER'S COSTS.**

- 7.1 SELLER shall pay the following closing costs in connection with this purchase: None
7.2 All closing costs shall be borne by BUYER.

8. **DELIVERY OF DOCUMENTS AND FUNDS.**

8.1 SELLER shall deliver to escrow a Quit Claim Deed including covenants provided in Section 17 herein this Agreement, in the form attached hereto as "Exhibit C," and such other documents as are required to transfer title to the Property. Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

- A. The balance of the purchase price; and
- B. An amount sufficient to pay for all of BUYER's closing costs, as calculated by the Escrow Holder.

8.2 All payments specified in this clause shall be by cash, cashier's check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at close of escrow.

9. **TITLE.**

9.1 If BUYER chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by Lawyers Title Company. Title shall be subject to:

- A. Exceptions shown in Exhibit A-1, the Preliminary Report attached hereto, except any delinquent taxes shown in said Report which shall be paid through escrow; and
- B. Any deed of trust or other documents needed to perfect the security interest of the lender, if any, providing purchase money for this purchase.

9.2 If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:

- A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this Agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
- B. Terminate this Agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the BUYER for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the Agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

10. **VESTING.** Title to the Property to be conveyed pursuant to this Agreement shall be vested as set forth by BUYER below. Verify and initial (____)

Print or Type full legal name of Grantee

BUYER IS AWARE THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES AND HAS GIVEN THIS MATTER SERIOUS CONSIDERATION.

11. **PRORATIONS.** Property taxes shall not be prorated to the close of escrow. BUYER is responsible for taxes and assessments that are due and payable at the close of escrow. There shall be no other prorations made in connection with this purchase.

12. **TAXES.** THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After close of escrow, a Supplemental Tax Bill will be issued which shall be the responsibility of BUYER to pay.

13. **POSSESSION.** Possession and occupancy of the Property shall be delivered to BUYER at close of escrow.

14. **PROPERTY SOLD IN "AS-IS" CONDITION.**

14.1 BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property lines and boundaries;
- B. Square footage, room dimensions, lot size, and age of property improvements;
- C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural systems and components, and energy efficiency of the Property;
- D. Type, size, adequacy, capacity, and condition of sewer systems and components;
- E. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;
- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

14.2 BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to purchase the Property in "as-is" condition.

15. **INTENTIONALLY DELETED.**

16. **LIQUIDATED DAMAGES.** IF BUYER FAILS TO PROCEED WITH THE PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. BY INITIALING THIS PARAGRAPH, BUYER AND SELLER AGREE THAT, IN SUCH EVENT, SELLER SHALL RETAIN AS LIQUIDATED DAMAGES THE LESSER OF THE TOTAL DEPOSITS ACTUALLY PAID BY BUYER, OR ANY AMOUNT THEREFROM, NOT EXCEEDING 3% OF THE PURCHASE PRICE, AND SHALL PROMPTLY RETURN ANY EXCESS TO BUYER.

SELLER's Initials ____/____

BUYER's Initials ____/____

Failure to initial the paragraph above renders this offer non-responsive and the offer will be returned to BUYER without consideration of SELLER.

17. **NON-DISCRIMINATION AND PROPERTY USE.** BUYER agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. BUYER, or any person claiming under or through BUYER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. BUYER acknowledges that the covenants and restrictions contained in this clause shall be included as covenants and restrictions in the Quitclaim Deed conveying title to the Property.

18. **PERMITS AND LICENSES.** BUYER shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of the Property. No permit, approval, or consent given to BUYER by SELLER, in its governmental capacity, shall affect or limit BUYER's obligations hereunder. No approvals or consents given by SELLER, as a party to this Agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

19. **ASSIGNMENT.** This Agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

20. **SUCCESSORS IN INTEREST.** Subject to the restrictions in Section 19 (Assignment), this Agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

21. **PARTIAL INVALIDITY.** This Agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

22. **NOTICES.** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, SELLER may also provide notices, documents, correspondence, or such other communications to BUYER by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or 48 hours after mailing if provided by regular mail.

If to **SELLER:**

If to **BUYER:**

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

23. **BROKER'S FEES.** Check and initial which applies:

_____ BUYER is represented by the licensed real estate broker listed below and requests that a commission in the amount referenced in paragraph A. below be paid to broker by SELLER from the sale proceeds.

Name of Broker: _____

Address: _____

Telephone: _____

Social Security or Tax ID #: _____

It is understood by and between BUYER and SELLER that:

- A. The amount of the commission shall be 5% of the purchase price;
- B. No commission is payable in connection with this offer unless the offer is accepted and the purchase is completed;
- C. If the offer is accepted and the purchase is completed, the full amount of the agreed commission shall be considered earned at close of escrow; and
- D. If the offer is accepted and the purchase is not completed and SELLER determines that BUYER's deposits shall be retained by SELLER as liquidated damages, no commission will be paid.

BUYER's Initials _____ / _____

_____ BUYER is not represented by a real estate broker and does not request a commission be paid by SELLER.

BUYER's Initials _____ / _____

24. **TIME.** Time is of the essence in the performance of BUYER's and SELLER's respective obligations contained in this Agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of this Agreement.

25. **AMENDMENTS.** This Agreement contains the sole and only Agreement between BUYER and SELLER relating to this offer and agreement to purchase the Property described herein. All negotiations and agreements between BUYER and SELLER are merged into this Agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both BUYER and SELLER.

26. **ATTACHMENTS.** This Agreement includes the following, which are attached and made a part hereof:

- Exhibit A: Legal Description and Depiction of the Property
- Exhibit A-1: Preliminary Report
- Exhibit B: List of Personal Property
- Exhibit C: Quit Claim Deed

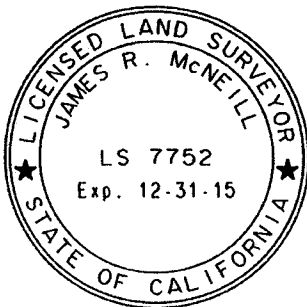
Signatures on the following page

Exhibit "A"

**Oasis SLF
Parcel B**

Being a portion of Parcel 1 as described in Instrument No. 271383. Recorded July 1, 1998, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

All of Parcel B of Record of Survey as shown in Book 142, Page 75, records of said county.



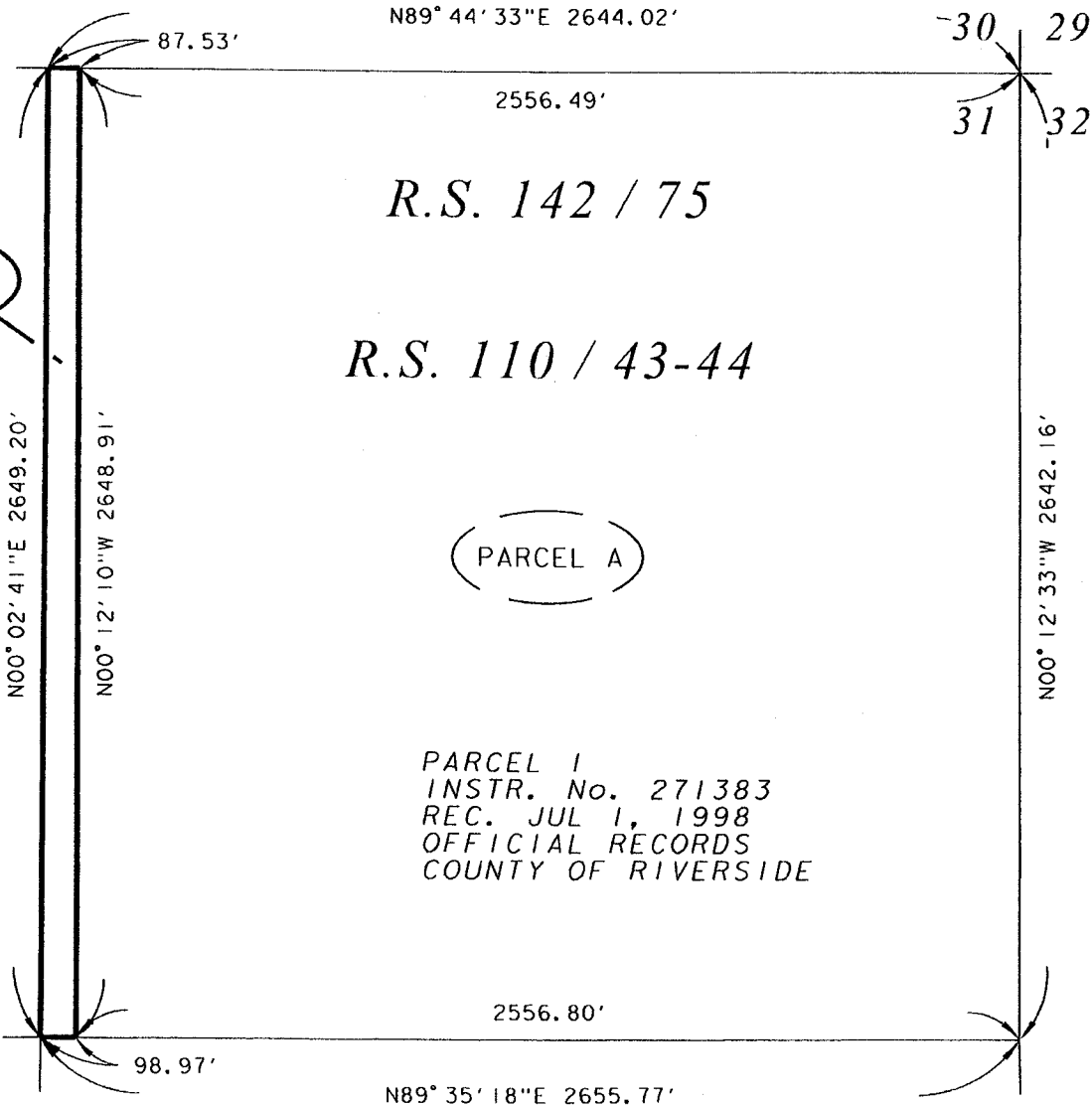

JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Waste Management

Date: 12-1-14

Exhibit "B"

BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 271383,
RECORDED JULY 1, 1998, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



JAMES R. McNEILL
LAND SURVEYOR No. 7752
SIGNED ON BEHALF OF:
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT

DATE: 12-1-14

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:

OASIS SLF

THIS PLAT IS SOLELY AN AID IN LOCATING
THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART
OF THE WRITTEN DESCRIPTION THEREIN.

PARCEL B

SCALE:

NO SCALE

NOV-26-2014

PREPARED BY:

DAB

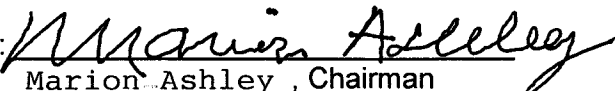
SHEET NO.

1 OF 1

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

SELLER:

County of Riverside, a political
subdivision of the State of California

By: 
Marion Ashley, Chairman
Board of Supervisors

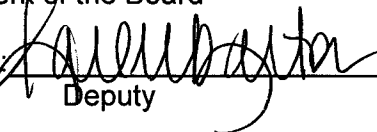
BUYER:

By: _____
Name:
Its:

BUYER hereby submits this offer
with full cognizance of the terms and
conditions contained herein.

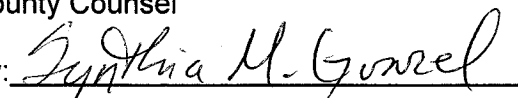
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
SYNTHIA M. GUNZEL
Deputy County Counsel

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

FREE RECORDING

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

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

PROJECT: Oasis Landfill Encroachment
APN: Portion of 737-240-003

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision, of the State of California, does hereby remise, release and forever quitclaim to _____, all right, title and interest which it owns in the Property and title convey shall be subject to all liens, encumbrances, easements, rights of way, taxes and assessments and deed and tract covenants, conditions and restrictions, if any, whether recorded or not.

Dated: JUN 30 2015

COUNTY OF RIVERSIDE,

By: Marion Ashley

Marion Ashley, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By: Kecia Harper-Ihem

Deputy

ATTACH NOTARY ACKNOWLEDGMENT

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 6-1-15
SYNTHIA M. GUNZEL DATE

JUN 30 2015 9-1

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

§

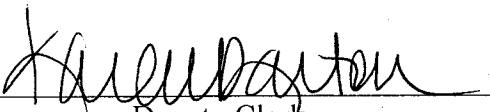
On June 30, 2015, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

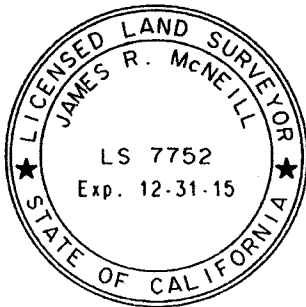
(SEAL)

Exhibit "A"

**Oasis SLF
Parcel B**

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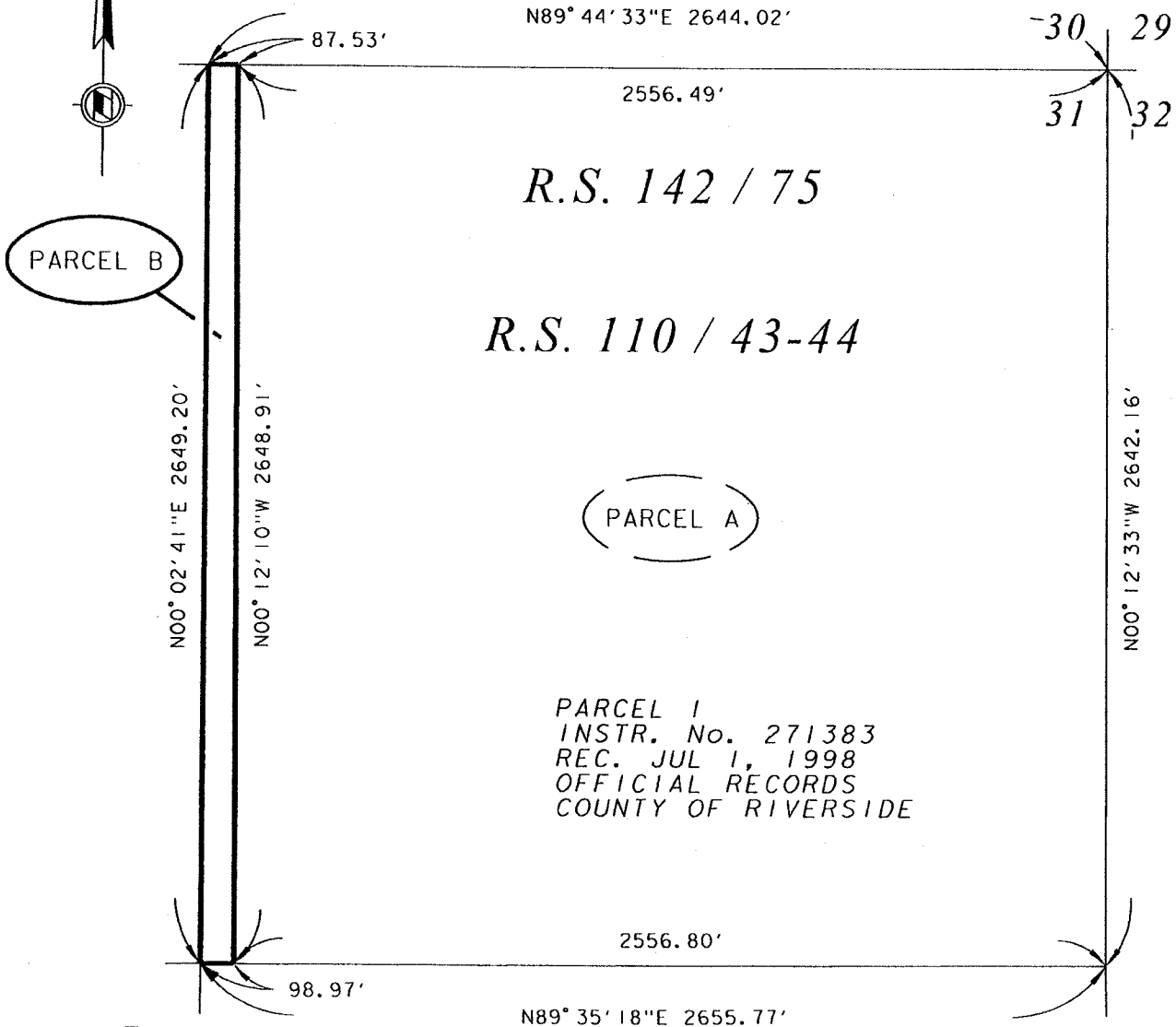

JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Waste Management

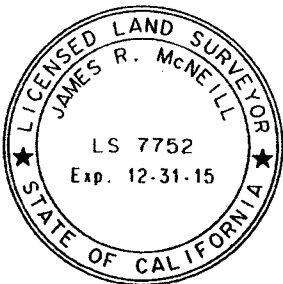
Date: 12-1-14

Exhibit "B"

BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 271383,
RECORDED JULY 1, 1998, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



PARCEL 1
INSTR. No. 271383
REC. JUL 1, 1998
OFFICIAL RECORDS
COUNTY OF RIVERSIDE



JAMES R. McNEILL
LAND SURVEYOR No. 7752
SIGNED ON BEHALF OF:
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT

DATE: 12-1-14

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:

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THIS PLAT IS SOLELY AN AID IN LOCATING
THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART
OF THE WRITTEN DESCRIPTION THEREIN.

PARCEL B

SCALE:

NO SCALE

NOV-26-2014

PREPARED BY:

DAB

SHEET NO.

1 OF 1

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

107



FROM: Economic Development Agency

SUBMITTAL DATE:
May 20, 2015

SUBJECT: Resolution No. 2015-029 Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the Unincorporated Community of Oasis in the County of Riverside, State of California, District 4 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2015-029 Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the Unincorporated Community of Oasis in the County of Riverside, State of California, Portion of Assessor's Parcel Number 737-240-003;
2. Invites bids from prospective buyers to acquire the subject property and sets a Public Hearing date of June 30, 2015, for review and consideration of written and oral bids; and
3. Authorize and direct the Clerk of the Board to give notice pursuant to Sections 25528 and 6063 of the Government Code.

BACKGROUND:

Summary

Commences on Page 2

[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	\$ 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: *[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, IT WAS ORDERED that the above matter is approved as recommended, and is set for public hearing on Tuesday, June 30, 2015, at 9:30 a.m.

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 2, 2015
xc: EDA, COB

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-7

By: *[Signature]*
Hans Kernkamp, General Manager - Chief Engineer
Waste Management

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

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

Economic Development Agency

FORM 11: Resolution No. 2015-029 Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the Unincorporated Community of Oasis in the County of Riverside, State of California, District 4 [\$0]

DATE: May 20, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The subject property owned by the County is a portion of land with Assessor's Parcel Number 737-240-003, located on the western edge of the Oasis Landfill, consisting of 5.8 acres with dimensions of approximately 91 feet by 2,649 feet, in the unincorporated community of Oasis in the County of Riverside, State of California ("Property"). The land currently lies vacant and serves no current or future use or purpose for the County's Waste Management Department.

The Property has been assessed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law. The terms and conditions of the sale are contained within Resolution No. 2015-029 and the bid forms. In order to initiate this process, staff recommends adoption of Resolution No. 2015-029 to provide the statutory notice of the Board of Supervisor's intention to sell the Property. Also, this action will facilitate the sale to invite bids from prospective buyers for and to set a date for the public bidding process to occur. The minimum bid is \$50,000.

In accordance with Government Code 54222, other public agencies and all County departments were notified regarding the offer to sell to public agencies first. While several inquired, no agencies or departments indicated sincere interest during the requisite sixty day period.

Resolution No. 2015-029 and the Bid Form Documents have been approved as to form by County Counsel.

Impact on Citizens and Businesses

Based upon the appraised value less County staff costs and expenses, this sale is expected to generate approximately \$41,000. The sale proceeds will enable the County to better provide needed services to the community.

SUPPLEMENTAL:

Additional Fiscal Information

No net County costs will be incurred and no budget adjustment is necessary.

Attachments:

Attachment 1 – Property Line Diagram

Resolution No. 2015-029 with Exhibits "A" and "B"

RESOLUTION NO. 2015-029

DECLARATION OF SURPLUS REAL PROPERTY AND
NOTICE OF INTENTION TO SELL REAL PROPERTY LOCATED IN THE
UNINCORPORATED COMMUNITY OF OASIS IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, PORTION OF ASSESSOR'S PARCEL NUMBER 737-240-003

WHEREAS, pursuant to California Government Code Sections 25526, a county shall, prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board of Supervisors of the County of Riverside, State of California, in regular session, adopt a resolution declaring its intention to sell the real property determined to be surplus and no longer needed for a county's use and purposes provided not less than three weeks thereafter; and,

WHEREAS, the County of Riverside ("County") owns certain real property consisting of approximately 5.8 acres of vacant land presently a part of the County's Oasis landfill property, a portion of a parcel identified with Assessor's Parcel Number 737-240-003, located in the unincorporated community of Oasis in the County of Riverside, State of California, (the "Property") more particularly legally described in Exhibit "A" and depicted on Exhibit "B", attached hereto and by this reference incorporated herein; and,

WHEREAS, the Property has been assessed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law; and

WHEREAS, the County has sent out notices of its desire to sell and offer to other public agencies pursuant to Government Code Section 54222; whereby no public agencies indicated sincere interest during the requisite sixty (60) day period; and,

WHEREAS, the County now desires to declare the Property as surplus and to initiate the sale of the Property, now, therefore,

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled in the meeting room of the

FORM APPROVED COUNTY COUNSEL
BY: *Sybil M. Gunzel* 5-13-15
DATE: *5-13-15*
SYBIL M. GUNZEL

1 Board, located at 4080 Lemon Street, Riverside, California, on June 2, 2015, at 9:00 am or
2 soon thereafter, by a vote of not less than two-thirds of all members concurring, that the
3 Property is no longer needed for County use or purposes and is hereby declared as surplus
4 real property.

5 **BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED and NOTICE IS**
6 **HEREBY GIVEN** that this Board declares its intention to sell the Property pursuant to the
7 provisions of the Government Code Sections 25520, et. seq., upon the following terms and
8 conditions:

9 1. The nature of the fee simple interest in real property to be sold is approximately
10 5.8 acres of vacant land, described as Parcel B on Exhibit "A", and depicted on Exhibit "B,"
11 being that certain portion of Assessor's Parcel Number 737-240-003, located on the western
12 edge of the Oasis Landfill, in the unincorporated community of Oasis in the County of
13 Riverside, State of California.

14 2. The sale will be held on June 30, 2015, in the meeting room of the Board of
15 Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-
16 1359, at 9:30 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date")
17 where sealed bids and oral bids shall be received and considered.

18 3. Sealed written bids will be received by the Clerk of the Board at any time up to
19 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County
20 Administrative Center. Bids shall be submitted on the County's bid form and bids shall be
21 plainly marked on the outside "Proposal to Purchase Real Property in Oasis, 9:30 a.m., June
22 30, 2015. The County's bid form may be obtained from the Economic Development Agency
23 Real Estate Division, located at 3403 10th Street, 4th Floor, Riverside, California 92501, along
24 with the instructions to bidders. The bid form contains the terms and conditions for the sale of
25 the Property. Prospective bidders may inspect the bid form at no charge.

26 4. All sealed bids shall be for not less than \$50,000 and shall be accompanied or
27 preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in
28 cash, cashier's check, or certified check as security that the successful bidder will complete the

1 terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be
2 obtained solely from the Deputy Director of the Real Estate Division of the Economic
3 Development Agency.

4 5. Balance of the bid amount hereby offered, in excess of the Deposit, shall be
5 paid in cash within sixty (60) days of the bid acceptance.

6 6. After the sealed bids have been opened and read, a call for oral bids will be
7 made until the highest bid has been made and the bidding is closed. Oral bids must be
8 accompanied by a deposit as required for written bid proposal, unless deposit was previously
9 made. The first oral bid shall exceed the highest written proposal by not less than five percent
10 (5%) and any additional oral bids thereafter shall be in incremental amounts not less than five
11 percent (5%). Unless a deposit has been previously made with a sealed written bid, oral
12 bidders must, prior to the time of the bidders first oral bid, submit a Deposit in the amount
13 required by Paragraph 4 of this Resolution in order to be considered.

14 7. After oral bidding has been closed, oral bidders, in order to continue to be
15 considered for possible purchase of the Property, shall submit their highest oral bid to writing
16 on the County's bid form and submit said form, along with the appropriate Deposit, to the
17 Deputy Director of the Real Estate Division of the Economic Development Agency not later
18 than 4:00 p.m. of the date of the oral bidding.

19 8. Final acceptance of the successful bid by the Board may be made on the Sale
20 Date or any adjourned session of the same meeting held within ten (10) days next following.

21 9. The right to reject any and all bids, both written and oral, and to withdraw the
22 property from sale is reserved. If the successful bidder fails to purchase the Property, the
23 County reserves the right to take such measures as it deems appropriate to sell the Property.
24 The County may, but shall have no obligation to, accept the next highest bid, or successive
25 highest bid. In the event that the County desires to accept the next highest bid or successive
26 highest bid upon the first successful bidder failing to purchase the Property, the authorization of
27 the sale shall be submitted to the Board for approval on a future date.
28

1 10. Deposits of unsuccessful bidders will be returned or refunded after final
2 acceptance or rejection of all bids, or after withdrawal of the property from sale.

3 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board of
4 Supervisors finds that it is advisable to offer to pay a commission to any licensed real-estate
5 broker who is instrumental in obtaining any oral or written bid that is accepted by the Board,
6 upon the following terms and conditions:

7 1. Payment of the broker's commission will be in accordance with Government
8 Code §§ 22527, 25530 to 25532, inclusive, and not otherwise.

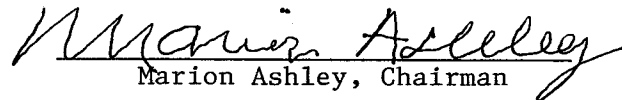
9 2. The assistance of licensed real estate brokers in procuring and submitting bids
10 on behalf of prospective buyers is hereby invited. In the event any such licensed real estate
11 broker is found to be the procuring cause of the successful bid, and the successful bidder or
12 nominee meets all of the terms of the sale and consummates the purchase; then in that event,
13 the procuring broker shall be entitled to receive a commission amounting to five percent (5%)
14 of the successful bid amount.

15 3. The name and address of any licensed real-estate broker shall appear in each
16 written bid, and shall be stated in connection with any oral bid. It shall be expressly understood
17 that in order for any such broker to qualify for entitlement to a commission as provided herein,
18 such broker must possess a valid California Real Estate Broker's License, and such broker's
19 participation must be validated, in writing, by the bidder in the space provided in the serialized
20 bid forms. In addition, a "Broker's Certification" form, obtainable from the Deputy Director of
21 the Real Estate Division of the Economic Development Agency, must be completed and
22 attached to the bid form at the time of submittal.

23 4. Other terms and conditions for payment of Real Estate Broker's commission are
24 set forth in Paragraph "E" of the "Proposal to Purchase Real Property Located in Oasis, June
25 30, 2015, 9:30 a.m."

26 **IT IS FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the
27 Board is directed to cause the notice of this intention to sell the Property and the time and
28 place of holding the public bidding sale to be given, pursuant to Government Code Section

25528, by posting copies of this Resolution signed by the Chairman of the Board of Supervisors in three (3) public places in the County of Riverside, not less than fifteen days before the Sale Date, and by publishing the notice pursuant to Government Code Section 6063 at least three (3) weeks before the Sale Date.


Marion Ashley, Chairman

ROLL CALL:

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

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

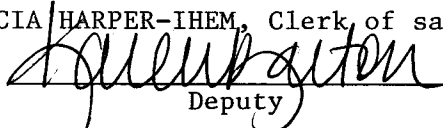
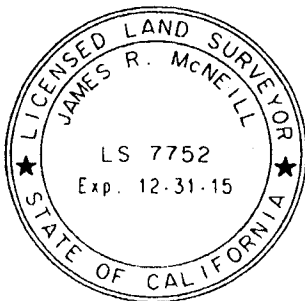
KECIA HARPER-IHEM, Clerk of said Board
By 
Deputy


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**Oasis SLF
Parcel B**

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JAMES R. McNEILL

Land Surveyor No. 7752

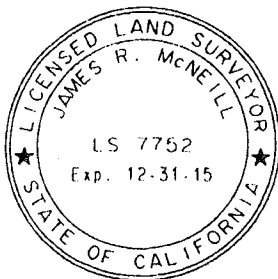
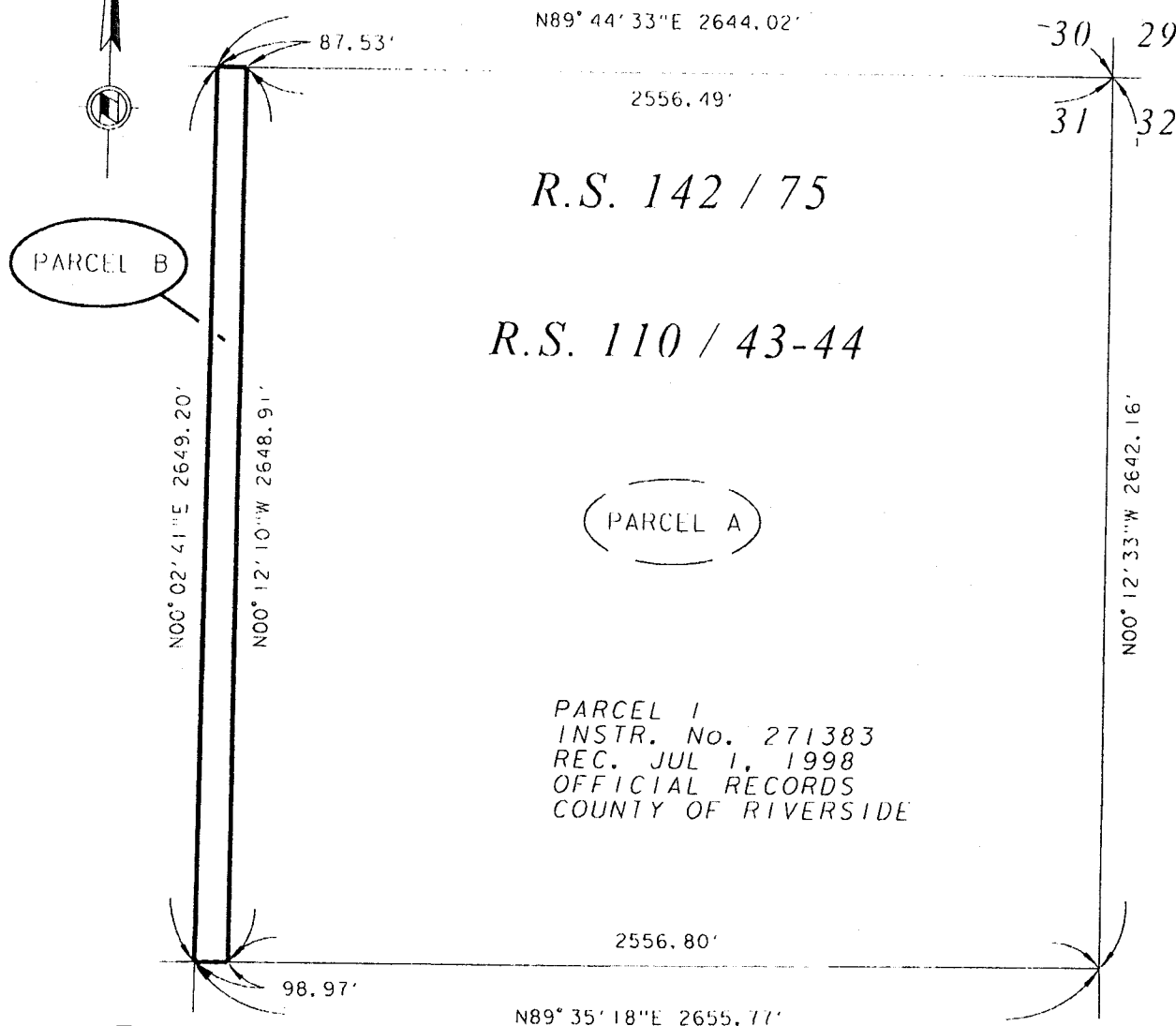
Signed on Behalf of:

Riverside County Waste Management

Date: 12-1-14

Exhibit "B"

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LAND SURVEYOR No. 7752
SIGNED ON BEHALF OF:
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT

DATE: 12-1-14

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:

OASIS SLF

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ATTACHED DOCUMENT. IT IS NOT A PART
OF THE WRITTEN DESCRIPTION THEREIN.

PARCEL B

SCALE:

NO SCALE

NOV-26-2014

PREPARED BY:

DAB

SHEET NO.

1 OF 1



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

June 4, 2015

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

FAX (760) 778-4731
E-MAIL: legals@thedesertsun.com

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2015-029

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **3 consecutive Sundays: June 7, 14 and 21, 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: Moeller, Charlene <CMOELLER@palmspri.gannett.com>
Sent: Thursday, June 04, 2015 8:52 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: Res. 2015-029

Good Morning ☺

Ad received and will publish on date(s) requested.

Charlene Moeller | Customer Care Representative / Legals

The Desert Sun Media Group
750 N. Gene Autry Trail, Palm Springs, CA 92262
t 760.778.4578 | f 760.778.4528
legals@thedesertsun.com / dpwlegals@thedesertsun.com

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From: Gil, Cecilia [<mailto:CCGIL@rcbos.org>]
Sent: Thursday, June 04, 2015 8:37 AM
To: Email, TDS-Legals
Subject: FOR PUBLICATION: Res. 2015-029

Good morning! Attached is a Notice of Public Meeting, for publication on 3 Sundays: June 7, 14 and 21, 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. 2015-029

**DECLARATION OF SURPLUS REAL PROPERTY AND
NOTICE OF INTENTION TO SELL REAL PROPERTY LOCATED IN THE UNINCORPORATED
COMMUNITY OF OASIS IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, PORTION OF ASSESSOR'S PARCEL NUMBER 737-240-003**

WHEREAS, pursuant to California Government Code Sections 25526, a county shall, prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board of Supervisors of the County of Riverside, State of California, in regular session, adopt a resolution declaring its intention to sell the real property determined to be surplus and no longer needed for a county's use and purposes provided not less than three weeks thereafter; and,

WHEREAS, the County of Riverside ("County") owns certain real property consisting of approximately 5.8 acres of vacant land presently a part of the County's Oasis landfill property, a portion of a parcel identified with Assessor's Parcel Number 737-240-003, located in the unincorporated community of Oasis in the County of Riverside, State of California, (the "Property") more particularly legally described in Exhibit "A" and depicted on Exhibit "B", attached hereto and by this reference incorporated herein; and,

WHEREAS, the Property has been assessed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law; and

WHEREAS, the County has sent out notices of its desire to sell and offer to other public agencies pursuant to Government Code Section 54222; whereby no public agencies indicated sincere interest during the requisite sixty (60) day period; and,

WHEREAS, the County now desires to declare the Property as surplus and to initiate the sale of the Property, now, therefore,

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled in the meeting room of the Board, located at 4080 Lemon Street, Riverside, California, on June 2, 2015, at 9:00 am or soon thereafter, by a vote of not less than two-thirds of all members concurring, that the Property is no longer needed for County use or purposes and is hereby declared as surplus real property.

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED and NOTICE IS HEREBY GIVEN that this Board declares its intention to sell the Property pursuant to the provisions of the Government Code Sections 25520, et. seq., upon the following terms and conditions:

1. The nature of the fee simple interest in real property to be sold is approximately 5.8 acres of vacant land, described as Parcel B on Exhibit "A", and depicted on Exhibit "B," being that certain portion of Assessor's Parcel Number 737-240-003, located on the western edge of the Oasis Landfill, in the unincorporated community of Oasis in the County of Riverside, State of California.

2. The sale will be held on June 30, 2015, in the meeting room of the Board of Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-1359, at 9:30 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date") where sealed bids and oral bids shall be received and considered.

3. Sealed written bids will be received by the Clerk of the Board at any time up to 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County Administrative Center. Bids shall be submitted on the County's bid form and bids shall be plainly marked on the outside "Proposal to Purchase Real Property in Oasis, 9:30 a.m., June 30, 2015. The County's bid form may be obtained from the Economic Development Agency Real Estate Division, located at 3403 10th Street, 4th Floor, Riverside, California 92501, along with the instructions to bidders. The bid form contains the terms and conditions for the sale of the Property. Prospective bidders may inspect the bid form at no charge.

4. All sealed bids shall be for not less than \$50,000 and shall be accompanied or preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as security that the successful bidder will complete the terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be obtained solely from

the Deputy Director of the Real Estate Division of the Economic Development Agency.

5. Balance of the bid amount hereby offered, in excess of the Deposit, shall be paid in cash within sixty (60) days of the bid acceptance.

6. After the sealed bids have been opened and read, a call for oral bids will be made until the highest bid has been made and the bidding is closed. Oral bids must be accompanied by a deposit as required for written bid proposal, unless deposit was previously made. The first oral bid shall exceed the highest written proposal by not less than five percent (5%) and any additional oral bids thereafter shall be in incremental amounts not less than five percent (5%). Unless a deposit has been previously made with a sealed written bid, oral bidders must, prior to the time of the bidders first oral bid, submit a Deposit in the amount required by Paragraph 4 of this Resolution in order to be considered.

7. After oral bidding has been closed, oral bidders, in order to continue to be considered for possible purchase of the Property, shall submit their highest oral bid to writing on the County's bid form and submit said form, along with the appropriate Deposit, to the Deputy Director of the Real Estate Division of the Economic Development Agency not later than 4:00 p.m. of the date of the oral bidding.

8. Final acceptance of the successful bid by the Board may be made on the Sale Date or any adjourned session of the same meeting held within ten (10) days next following.

9. The right to reject any and all bids, both written and oral, and to withdraw the property from sale is reserved. If the successful bidder fails to purchase the Property, the County reserves the right to take such measures as it deems appropriate to sell the Property. The County may, but shall have no obligation to, accept the next highest bid, or successive highest bid. In the event that the County desires to accept the next highest bid or successive highest bid upon the first successful bidder failing to purchase the Property, the authorization of the sale shall be submitted to the Board for approval on a future date.

10. Deposits of unsuccessful bidders will be returned or refunded after final acceptance or rejection of all bids, or after withdrawal of the property from sale.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board of Supervisors finds that it is advisable to offer to pay a commission to any licensed real-estate broker who is instrumental in obtaining any oral or written bid that is accepted by the Board, upon the following terms and conditions:

1. Payment of the broker's commission will be in accordance with Government Code §§ 22527, 25530 to 25532, inclusive, and not otherwise.

2. The assistance of licensed real estate brokers in procuring and submitting bids on behalf of prospective buyers is hereby invited. In the event any such licensed real estate broker is found to be the procuring cause of the successful bid, and the successful bidder or nominee meets all of the terms of the sale and consummates the purchase; then in that event, the procuring broker shall be entitled to receive a commission amounting to five percent (5%) of the successful bid amount.

3. The name and address of any licensed real-estate broker shall appear in each written bid, and shall be stated in connection with any oral bid. It shall be expressly understood that in order for any such broker to qualify for entitlement to a commission as provided herein, such broker must possess a valid California Real Estate Broker's License, and such broker's participation must be validated, in writing, by the bidder in the space provided in the serialized bid forms. In addition, a "Broker's Certification" form, obtainable from the Deputy Director of the Real Estate Division of the Economic Development Agency, must be completed and attached to the bid form at the time of submittal.

4. Other terms and conditions for payment of Real Estate Broker's commission are set forth in Paragraph "E" of the "Proposal to Purchase Real Property Located in Oasis, June 30, 2015, 9:30 a.m."

IT IS FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board is directed to cause the notice of this intention to sell the Property and the time and place of holding the public bidding sale to be given, pursuant to Government Code Section 25528, by posting copies of this

Resolution signed by the Chairman of the Board of Supervisors in three (3) public places in the County of Riverside, not less than fifteen days before the Sale Date, and by publishing the notice pursuant to Government Code Section 6063 at least three (3) weeks before the Sale Date.

(INSERT EXHIBIT A and B)

ROLL CALL:

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on June 2, 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: June 4, 2015

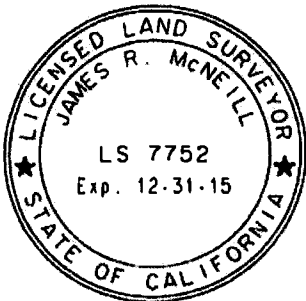
Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

Exhibit "A"

Oasis SLF
Parcel B

Being a portion of Parcel 1 as described in Instrument No. 271383. Recorded July 1, 1998, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

All of Parcel B of Record of Survey as shown in Book 142, Page 75, records of said county.



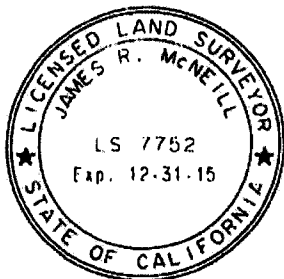
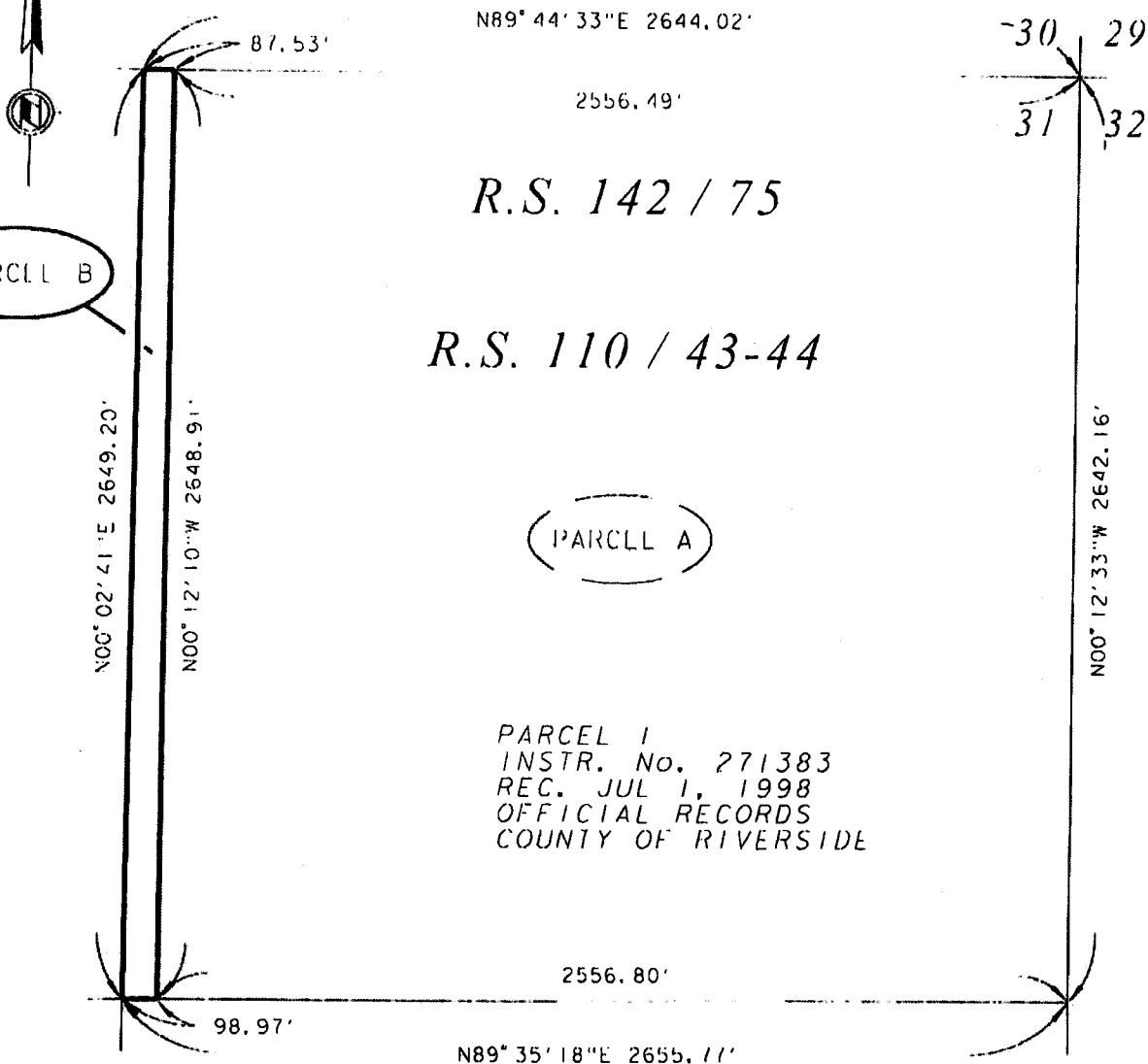

JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Waste Management

Date: 12-1-14

Exhibit "B"

BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 271383,
RECORDED JULY 1, 1998, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



JAMES R. McNEILL
LAND SURVEYOR No. 7752
SIGNED ON BEHALF OF:
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT

DATE: 12-1-14

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:

OASIS SLF

THIS PLAT IS SOLELY AN AID IN LOCATING
THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART
OF THE WRITTEN DESCRIPTION THEREIN.

PARCEL B

SCALE:

NO SCALE

NOV-26-2014

PREPARED BY:
DAB

SHEET NO.

1 OF 1



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

6/30/15
Date

KB
Initial

NOTICE OF EXEMPTION

May 18, 2015

Project Name: Oasis Landfill Encroachment

Project Number: FM0414500060

Project Location: South of Avenue 84 and west of Highway 86, in the unincorporated community of Oasis, Riverside County, California; Assessor Parcel Number 737-240-003 (See attached exhibits)

Description of Project: On May 12, 2015, the County of Riverside Board of Supervisors (Board) adopted Resolution No. 2015-029, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property located in the unincorporated community of Oasis in the County of Riverside (County), State of California, District 4, declaring a portion of real property identified as Assessor's Parcel Number 737-240-003, to be surplus real property, and invited bids to acquire the Property. The surplus property, located on the western edge of the Oasis Landfill, consists of 5.8 acres of the larger 149.73 acre parcel.

For efficiency in a public bidding process scheduled on or after June 30, 2015, after all the bids, both written and oral, have been reviewed and considered by the Board, the Board may choose to accept the highest bid, authorize to sell the real property, approve the agreement for the purchase and sale of the property, and direct the Chairman of the Board to execute the agreement and the deed at the close of the public hearing. In the event that no bids are received or the Board desires to reject all the bids reviewed and considered, the Board may authorize the Economic Development Agency – Real Estate Division to continue to market this Property for sale. If a party is interested in purchasing the Property under the terms and conditions set by the Board in the Resolution No 2015-029 and the Bid Forms, the proposal shall be submitted to the Board for its review and consideration on whether to accept the proposal.

The Project is limited to the sale of the property alone and would not result in any physical changes or significant effect on the environment.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

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

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15312 (a)(b)(3), Sale of Surplus Government Property Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

JUN 30 2015 9-1

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

www.rivcoeda.org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

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

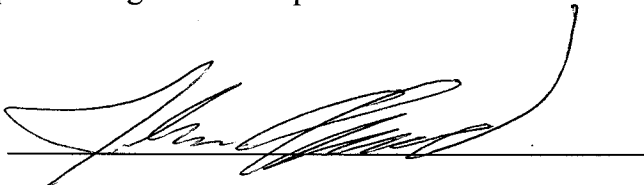
Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

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 exemption as detailed under State CEQA Guidelines Section 15300.2. The project is the sale of real property involving the transfer of title to the real property that is no longer needed for the use by or purposes of the County. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments and will not result in any physical changes to the existing site. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The conveyance of real property will not have an effect on the environment; thus, no environmental impacts are anticipated to occur.

- Section 15312 (a)(b)(3)– Sale of Surplus Government Property Exemption. The project as proposed is the sale of real property consisting of approximately 5.8 acres of vacant land. The property does not have significant values for wildlife habitat or other environmental purposes, and the use of the property and adjacent property has not changed since the time of acquisition by the County. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA.
- Section 15061 (b)(3) - General Rule “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The conveyance of this surplus property will not require any construction activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts to the existing site. Any future activity or project at the location would require CEQA review from the lead agency and any evaluation under CEQA would be wholly speculative at this time. The site is located within the Oasis Landfill with no areas of environmental sensitivity or biological value. The project is merely the sale of existing surplus property. The sale of the property does not facilitate an increase in the intensity of use of the site. Therefore, in no way would the mere conveyance of property as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed: _____



Date: _____

5/18/15

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Oasis Landfill Encroachment

Accounting String: 524830-47220-7200400000- FM0414500060

DATE: May 18, 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: May 18, 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 # FM0414500060**
Oasis Landfill Encroachment

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

Bid Summary

TO: Vincent Yzaguirre
EDA

FROM: April Boydd 955-1068
Deputy Clerk of the Board,
COB

Proj. Mgr: Vincent Yzaguirre - EDA
(951) 955-9011

PROJECT: APN 737-240-003

BID DATE: 06/30/15

BID TIME: 9:30 a.m.

ITEM/DATE: 9-1 of 06/30/15

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

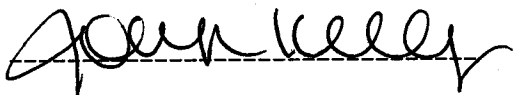
CONTRACTORS

BID AMOUNT

Anthony Vineyards, Inc.
52-301 Enterprise Way,
Coachella, CA 93307
(760)391-5488

\$50,000

Checked picked-up by: Vincent Yzaguirre



Joan Kelly OAI

0000160 11-24
Office AU # 1210(8)

CASHIER'S CHECK

SERIAL #: 0016010022
ACCOUNT#: 4861-511483

Remitter: ANTHONY VINEYARDS INC
Purchaser: ANTHONY VINEYARDS INC
Purchaser Account: 4314494188
Operator I.D.: u424602 cu005068
Funding Source: Paper Items(s)

June 23, 2015

PAY TO THE ORDER OF ***COUNTY OF RIVERSIDE***

Fifty thousand dollars and no cents

\$50,000.00

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
5401 CALIFORNIA AVE
BAKERSFIELD, CA 93309
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER -- IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 50,000.00

NON-NEGOTIABLE

Purchaser Copy

F004 M4203 40483478

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0000160 11-24
Office AU # 1210(8)

CASHIER'S CHECK

0016010022

Remitter: ANTHONY VINEYARDS INC
Operator I.D.: u424602 cu005068

June 23, 2015

PAY TO THE ORDER OF ***COUNTY OF RIVERSIDE***

Fifty thousand dollars and no cents

\$50,000.00

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
5401 CALIFORNIA AVE
BAKERSFIELD, CA 93309
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 50,000.00

AUTHORIZED SIGNATURE

⑈0016010022⑈ ⑆121000248⑆4861 511483⑈

Details on Back. Security Features Included.

6/30/15 9-1

PROPOSAL TO PURCHASE REAL PROPERTY
LOCATED IN THE UNINCORPORATED COMMUNITY OF OASIS
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

June 30, 2015, 9:30 a.m.
Portion of APN 737-240-003

June 24, 2015
Date of Submittal

Pursuant to Resolution No. 2015-029, Declaration of Surplus Real Property and Notice of Intent to Sell Real Property Located in the Unincorporated Area of Riverside County in the Community of Oasis, the undersigned bidder hereby offers to purchase the real property in the County of Riverside described in Exhibit "A" of Resolution No. 2015-029, said property consisting of approximately 5.8 acres of vacant land located in the unincorporated community of Oasis in the County of Riverside County. The total amount hereby offered for the purchase of said property is the sum of fifty thousand \$ 50,000, to be paid as follows:

1. Cash down payment in the sum of \$ 50,000, including enclosed deposit.
2. The balance of the purchase price shall be paid in cash, cashier's check or a certified check to the County of Riverside, Economic Development Agency - Real Estate Division, 3403 10th Street, 4th Floor, Riverside, California 92501 or to the escrow holder when directed in the event the transaction is consummated through escrow.
3. This bid is accompanied by a deposit in cash, cashier's check, or a certified check equal to at least three percent (3%) of the amount of the bid. In the event this proposal is accepted by the Board of Directors, said amount shall be credited to the amount due to consummate the transaction if such bid is accepted by the Board.
4. This proposal is for the purchase of the real property specified in Resolution No. 2015-029 in accordance with the terms and conditions set forth below and is an irrevocable offer for the time period specified in the Offer and Agreement to Purchase Real Property.

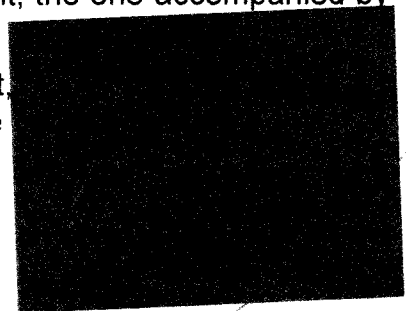
Terms:

A. In the event that there are no successful oral bids made through the public auction and two or more of the acceptable written proposals are for equal purchase price amounts and are also the highest written proposals; then, the successful bid shall be determined as follows:

(1) The one of such highest written proposals providing for the highest amount of cash down payment shall be the successful bid.

(2) If two or more of such equal highest written proposals are equal in all the above respects, or are all cash proposals; then, in that event, the one accompanied by the largest deposit shall be the successful bid.

B. The full amount of such bid, less any deposit, (60) days of the date of the acceptance thereof or prior to the close occur first.



C. Title insurance shall be required as follows:

If the Property is purchased for cash, title insurance shall be at purchaser's option, and shall be at purchaser's expense.

D. Conveyance of title shall be by Quitclaim Deed to the successful bidder or his nominee. Title shall be subject to covenants, conditions, reservations, restrictions, easements and rights-of-way of record, whether or not recorded, if any. No guarantee, either expressed or implied, is made by the County regarding any permitted land use of the subject property or any possible change in land use zone or the availability of public utilities services to the property. Lack of success in obtaining any certain land use permits or utilities services for the property shall not be a basis for the successful bidder to refuse to complete the purchase.

E. The assistance of licensed real estate brokers in procuring and submitting bids on behalf of prospective purchasers is hereby invited. In the event any such licensed real estate broker is found to be the procuring cause of the accepted successful bid, and the successful bidder or nominee meets all of the terms of the sale and consummates the purchase as provided herein; then, in that event, the procuring broker shall then be entitled to receive a commission amounting to five percent (5%) of the successful bid amount. It shall be expressly understood that in order for any such broker to qualify for entitlement to a commission, as provided herein, such broker must possess a valid California Real Estate Broker's License, and such broker's participation as the submitting broker must be validated in writing by the bidder in spaces provided in the serialized bid forms. In addition, a "Broker Certification" form, obtainable from the Deputy Director of Economic Development Agency, Real Estate Division, must be completed and attached to the bid form at the time of submission.

A licensed real estate broker shall not be entitled to a commission under the following circumstances:

(1) When he submits a bid on his own behalf or on behalf of a sub-agent, wherein either is a prospective holder or purchaser of the real property or any interest therein.

(2) When he submits a bid on behalf of any person related to either himself or a sub-agent by blood or marriage.

(3) When he submits a bid on behalf of any entity in which either he or a sub-agent holds or contemplates holding an ownership interest.

(4) When he submits a bid on behalf of any other person with whom either he or a sub-agent maintains a special relationship.

(5) When he submits a bid in any other instance where there is a reasonable probability that either he or a sub-agent could indirectly acquire an interest in the real property.

F. An escrow, to be handled by a separate company, may be requested by the successful bidder; however, all costs thereof shall be at purchaser's expense.

G. All real property transfer taxes and recording fees, if any, shall be paid by the purchaser.

H. All cash and any necessary documents required of purchaser to complete the sale shall be delivered to County by purchaser within sixty (60) days of the date that the successful bid is accepted by the Board of Supervisors following the public hearing or prior to close of escrow, whichever shall occur first.

I. If, prior to the recordation of the Quitclaim Deed to the successful bidder or his nominee, the successful bidder fails to make any payment at the time due, or to perform any covenant or agreement when such performance is required under the terms of the Resolution; then the County may, at its option, declare a cancellation and termination of the sale by written notice to the successful bidder; and, at the expiration of ten (10) days following the depositing of such notice by first-class mail, postage prepaid and addressed to the successful bidder at his address designated at the time his bid was submitted, the sale shall be ended and of no further effect.

J. IN THE EVENT THE COUNTY DECLARES A CANCELLATION AND TERMINATION OF THE SALE, PURSUANT TO PARAGRAPH "I", THEN THE COUNTY MAY RETAIN THE DEPOSIT SUBMITTED WITH THE BID AS LIQUIDATED DAMAGES FOR SUCH FAILURE TO CARRY OUT THE SALE OF THE PROPERTY. THE SUCCESSFUL BIDDER, BY MAKING A BID PURSUANT HERETO, AND THE COUNTY AGREE THAT SUCH DAMAGES ARE TO BE THE SOLE REMEDY FOR SUCH A BREACH, IN THAT AT THE TIME OF MAKING AND ACCEPTING THE BID, IT WOULD BE IMPRACTICAL, AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT WOULD FLOW FROM THE SUCCESSFUL BIDDER'S REFUSAL OR FAILURE TO CONSUMMATE THE TRANSACTION, INCLUDING BUT NOT LIMITED TO, THE DIFFERENCE IN MONEY BETWEEN THE TOTAL SUM TO BE PAID BY ANOTHER PARTY TO COUNTY FOR PURCHASE OF THE PROPERTY, IF THE FORMER SUM IS IN EXCESS OF THE LATTER, PLUS THE PREPARATION OF BID DOCUMENTS AND PUBLICATION COSTS IN CONNECTION THEREWITH.

K. The right to reject all bids, both written and oral, and to withdraw from sale is reserved.

Dated: June 24, 2015


(Bidder's Signature)

Name: Anthony Bianco for Anthony Viney I

Address: 52-301 Enterprise Way
Coachella, CA 92236

B R O K E R C E R T I F I C A T I O N

(Attach to Bid Proposal)

I hereby certify that I am a licensed real estate broker holding an active license in the State of California and that my license, No. _____, is currently valid and will not expire until _____, _____. Further, I certify that the accompanying bid proposal has been submitted by me on behalf of: _____

_____, the bidder(s) executing the same and that neither I nor any sub-agent participating in the submission of this bid under my license is a direct or indirect prospective purchaser or interest holder or has a family or special relationship with the bidder(s), all as defined in subparagraphs E (1), (2), (3), (4) and (5) of the Proposal to Purchase Real Property Located in the Unincorporated Community of Oasis in the County of Riverside, State of California,

May ____, 2015, 9:30 a.m.

Dated: _____

(Broker's Signature)

Name: _____

Address: _____

INDEMNIFICATION OF LIABILITY
OF BROKER'S COMMISSION

TO THE COUNTY OF RIVERSIDE:

The BIDDER or OFFERER hereby confirms that a Real Estate Broker has not participated in securing this Proposal or Offer

If, at any time a claim for commission due is requested, it shall be the responsibility of the Bidder or Offerer.

If BIDDER/OFFERER is in fact represented in this sale, upon and only upon the close of escrow or consummation of the sales transaction, BIDDER/OFFERER shall defend, indemnify and hold harmless COUNTY, its directors, officials, employees, representatives and agents, from and against any and all claims brought by a Broker for commissions claiming to be due to BIDDER/OFFERER's Broker or any other person arising from or by reason of BIDDER/OFFERER's conduct with respect to this transaction. This provision shall survive close of escrow or consummation of the transaction hereunder or earlier termination of this transaction.

BIDDER/OFFERER:

Signed: _____

Name: Anthony Bianco for Anthony Vineyards, Inc.

Dated: June 24, 2015

C O N F I D E N T I A L

BIDDER'S QUESTIONNAIRE
INDIVIDUAL

This questionnaire is a part of your bid to purchase the real property described in Resolution No. 2015-029, Declaration of Surplus Real Property and Notice of Intent to Sell Real Property located in the Unincorporated Community of Oasis in the County of Riverside. The information contained herein is confidential and must be executed under penalty of perjury. Answer all questions in full. Use the back of each page for additional information, or attach sheets as required.

The COUNTY may choose to obtain a credit report to further establish your qualifications.

I. PERSONAL INFORMATION:

- A. Full name (print) Anthony Bianco for Anthony Vineyards, Inc.
- B. ^{Business}~~Home~~ address 52-301 Enterprise Way, Coachella, CA 93307
- C. ^{Business}~~Home~~ telephone no. 760-391-5488
- D. Your education _____

II BUSINESS INFORMATION: Fill in this information if you are, or ever have been self-employed or presently work in your own business.

- A. Name, address, and telephone no. of business
Corporate Address P.O. Box 9578, Bakersfield, CA 93387
Tel# 661-858-6211
- B. What is the nature of the business? Grower/Packer/shipper
of fresh fruit & vegetables
- C. How long in this business? Since 1972
- D. Are you an operator owner? If other, what is your function? _____
- E. How many people do you employ or supervise? 200
- F. Who is your business landlord, and what is his address?
Not applicable - we own our land

INDIVIDUAL

III. EMPLOYMENT INFORMATION: Fill in if you are now or have within the past ten (10) years been employed by others.

A. Names and addresses of employers and dates of employment:

		DATES EMPLOYED		
		<u>FROM</u>	<u>TO</u>	<u>WAGES</u>
1.	_____	_____	_____	_____
	_____	_____	_____	_____
2.	_____	_____	_____	_____
	_____	_____	_____	_____
3.	_____	_____	_____	_____
	_____	_____	_____	_____
4.	_____	_____	_____	_____
	_____	_____	_____	_____
5.	_____	_____	_____	_____
	_____	_____	_____	_____

B. Job Descriptions: Describe your employer's business and responsibilities for each job listed above. Use back side of the sheet or attach sheets as required. Include the number and type of employees you supervised, if any, and the name and title of your immediate supervisor.

IV. ADDITIONAL INFORMATION: List any additional information which might further describe your qualifications as related to the bid to purchase the real property.

BANK Reference: Wells Fargo BANK
5401 California Avenue
BAKERSfield, CA 93309
Contact: Mike Pryor 661-637-2642

Assessor's Parcel No.: Portion of 737-240-003

Property Location: portion adjacent to Oasis Landfill property

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: Anthony Vineyards, Inc.

SELLER: County of Riverside, a political subdivision of the State of California

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located on the Western edge of the Oasis Landfill consisting of 5.8 acres, further described below in Section 1, and in the Resolution 2015-029 attached hereto as "Exhibit A-1," upon the terms and conditions as stated herein for the purchase price of:

fifty thousand ⁰⁰/₁₀₀ — dollars

write out purchase price in words

(\$ 50,000.00)

Insert price in numbers

BUYER has given SELLER a good faith deposit (hereinafter the "Bid Deposit") in the amount of three percent of the minimum bid amount set by the Board of Supervisors of the County of Riverside.

1. **PROPERTY.** For the purchase price provided above and on the terms and conditions set forth in this Agreement, SELLER shall sell to BUYER, and BUYER shall purchase from SELLER the Property consisting of the following and subject to all encumbrances, easements and exceptions, whether of record or not:

That certain real property legally described and depicted in Exhibits "A" and "B", attached and by this reference incorporated herein (the "land").

The property purchased under this Agreement is collectively referred to as the "Property."

2. **TERMS OF OFFER.**


2.1 This offer will remain open and will not be revoked by BUYER for the period commencing with the date of execution of this agreement by BUYER and ending on the earlier of:

- A. 60 days thereafter; or
- B. Receipt of written notice from SELLER that the offer has been rejected.

2.2 Within 60 days after the execution of this Agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

2.3 SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

2.4 BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This Agreement is not binding upon SELLER until the offer is accepted in the

 (initial)

manner prescribed herein, and the SELLER authorizes the sale, approves the Agreement and BUYER complies fully with each and every term and condition contained herein.

2.5 Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded. Should SELLER fail to accept or reject this offer within the 60 day period specified in Clause 1 (Term of Offer), BUYER may withdraw the offer by providing written notice to SELLER. In such event, the Bid Deposit paid by BUYER shall be refunded, provided BUYER withdraws the offer prior to SELLER's acceptance of the offer as set forth in Section 2 (Terms of Offer).

3. **FINANCING.** All costs for financing, including new loans and offer or purchase related costs, will be at the expense of BUYER and shall not delay this transaction. The offer and this sale is for cash and is not contingent upon BUYER obtaining funds or borrowing to complete this purchase.

4. **ESCROW.** Upon Board approval of this Agreement, BUYER and SELLER agree to open escrow within ten (10) days of said approval by the Board and to execute escrow instructions reasonably required by Lawyers Title Company, hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days thereafter and shall provide for close of escrow within 60 days, or sooner if it is mutually desirable to BUYER and SELLER. The term of escrow shall not be extended unless authorized in writing by SELLER.

4.1 Balance of the bid amount hereby offered, in excess of the down payment shall be paid in cash within sixty (60) days of the bid acceptance or prior to close of escrow, whichever shall occur first.

4.2 Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Clause 15 (Liquidated Damages).

5. **DEPOSITS.**

5.1 Prior to the close of escrow, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.

5.2 In the event BUYER fails, for any reason whatsoever, to pay into escrow within such time period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Section 16 (Liquidated Damages).

5.3 The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Section 8 (Delivery of Documents and Funds).

6. **BUYER'S COSTS.**

6.1 BUYER shall pay the following closing costs in connection with this purchase:

- A. The standard owner's title insurance policy; if BUYER desires to purchase;
- B. The escrow fee;
- C. Lender's title insurance policy, if any;
- D. Documentary transfer tax; and
- E. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees, taxes and assessments.

6.2 If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any escrow and title cancellation fees.

7. **SELLER'S COSTS.**

- 7.1 SELLER shall pay the following closing costs in connection with this purchase: None
7.2 All closing costs shall be borne by BUYER.

8. **DELIVERY OF DOCUMENTS AND FUNDS.**

8.1 SELLER shall deliver to escrow a Quit Claim Deed including covenants provided in Section 17 herein this Agreement, in the form attached hereto as "Exhibit C," and such other documents as are required to transfer title to the Property. Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

- A. The balance of the purchase price; and
B. An amount sufficient to pay for all of BUYER's closing costs, as calculated by the Escrow Holder.

8.2 All payments specified in this clause shall be by cash, cashier's check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at close of escrow.


9. **TITLE.**

9.1 If BUYER chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by Lawyers Title Company. Title shall be subject to:

- A. Exceptions shown in Exhibit A-1, the Preliminary Report attached hereto, except any delinquent taxes shown in said Report which shall be paid through escrow; and
B. Any deed of trust or other documents needed to perfect the security interest of the lender, if any, providing purchase money for this purchase.

9.2 If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:

- A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this Agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
B. Terminate this Agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the BUYER for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the Agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

10. **VESTING.** Title to the Property to be conveyed pursuant to this Agreement shall be vested as set forth by BUYER below. Verify and initial ()

Anthony Vineyards, Inc.
Print or Type full legal name of Grantee

BUYER IS AWARE THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES AND HAS GIVEN THIS MATTER SERIOUS CONSIDERATION.

11. **PRORATIONS.** Property taxes shall not be prorated to the close of escrow. BUYER is responsible for taxes and assessments that are due and payable at the close of escrow. There shall be no other prorations made in connection with this purchase.

12. **TAXES.** THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After close of escrow, a Supplemental Tax Bill will be issued which shall be the responsibility of BUYER to pay.

13. **POSSESSION.** Possession and occupancy of the Property shall be delivered to BUYER at close of escrow.

14. **PROPERTY SOLD IN "AS-IS" CONDITION.**

14.1 BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property lines and boundaries;
- B. Square footage, room dimensions, lot size, and age of property improvements;
- C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural systems and components, and energy efficiency of the Property;
- D. Type, size, adequacy, capacity, and condition of sewer systems and components;
- E. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;
- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

14.2 BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to purchase the Property in "as-is" condition.

15. **INTENTIONALLY DELETED.**

16. **LIQUIDATED DAMAGES.** IF BUYER FAILS TO PROCEED WITH THE PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. BY INITIALING THIS PARAGRAPH, BUYER AND SELLER AGREE THAT, IN SUCH EVENT, SELLER SHALL RETAIN AS LIQUIDATED DAMAGES THE LESSER OF THE TOTAL DEPOSITS ACTUALLY PAID BY BUYER, OR ANY AMOUNT THEREFROM, NOT EXCEEDING 3% OF THE PURCHASE PRICE, AND SHALL PROMPTLY RETURN ANY EXCESS TO BUYER.

SELLER's Initials _____/_____

BUYER's Initials  _____

Failure to initial the paragraph above renders this offer non-responsive and the offer will be returned to BUYER without consideration of SELLER.

17. **NON-DISCRIMINATION AND PROPERTY USE.** BUYER agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. BUYER, or any person claiming under or through BUYER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. BUYER acknowledges that the covenants and restrictions contained in this clause shall be included as covenants and restrictions in the Quitclaim Deed conveying title to the Property.

18. **PERMITS AND LICENSES.** BUYER shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of the Property. No permit, approval, or consent given to BUYER by SELLER, in its governmental capacity, shall affect or limit BUYER's obligations hereunder. No approvals or consents given by SELLER, as a party to this Agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

19. **ASSIGNMENT.** This Agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

20. **SUCCESSORS IN INTEREST.** Subject to the restrictions in Section 19 (Assignment), this Agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.


21. **PARTIAL INVALIDITY.** This Agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

22. **NOTICES.** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, SELLER may also provide notices, documents, correspondence, or such other communications to BUYER by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or 48 hours after mailing if provided by regular mail.

If to **SELLER:**

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

If to **BUYER:**

 _____ (initial)

23. **BROKER'S FEES.** Check and initial which applies:

____ BUYER is represented by the licensed real estate broker listed below and requests that a commission in the amount referenced in paragraph A. below be paid to broker by SELLER from the sale proceeds.

Name of Broker: _____

Address: _____

Telephone: _____

Social Security or Tax ID #: _____

It is understood by and between BUYER and SELLER that:

- A. The amount of the commission shall be 5% of the purchase price;
- B. No commission is payable in connection with this offer unless the offer is accepted and the purchase is completed;
- C. If the offer is accepted and the purchase is completed, the full amount of the agreed commission shall be considered earned at close of escrow; and
- D. If the offer is accepted and the purchase is not completed and SELLER determines that BUYER's deposits shall be retained by SELLER as liquidated damages, no commission will be paid.

BUYER's Initials ____ / ____

☒ BUYER is not represented by a real estate broker and does not request a commission be paid by SELLER.

BUYER's Initials  / ____

24. **TIME.** Time is of the essence in the performance of BUYER's and SELLER's respective obligations contained in this Agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of this Agreement.

25. **AMENDMENTS.** This Agreement contains the sole and only Agreement between BUYER and SELLER relating to this offer and agreement to purchase the Property described herein. All negotiations and agreements between BUYER and SELLER are merged into this Agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both BUYER and SELLER.

26. **ATTACHMENTS.** This Agreement includes the following, which are attached and made a part hereof:

- Exhibit A: Legal Description and Depiction of the Property
- Exhibit A-1: Preliminary Report
- Exhibit B: List of Personal Property
- Exhibit C: Quit Claim Deed

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

SELLER:

County of Riverside, a political
subdivision of the State of California

By: _____,
Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

BUYER:

Anthony Vineyards, Inc

By: Paul Loettel
Name: Paul Loettel
Its: Chief Financial Officer

BUYER hereby submits this offer
with full cognizance of the terms and
conditions contained herein.

EXHIBIT A-1

Board of Supervisors

County of Riverside

RESOLUTION NO. 2015-029

DECLARATION OF SURPLUS REAL PROPERTY AND NOTICE OF INTENTION TO SELL REAL PROPERTY LOCATED IN THE UNINCORPORATED COMMUNITY OF OASIS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PORTION OF ASSESSOR'S PARCEL NUMBER 737-240-003

WHEREAS, pursuant to California Government Code Sections 25526, a county shall, prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board of Supervisors of the County of Riverside, State of California, in regular session, adopt a resolution declaring its intention to sell the real property determined to be surplus and no longer needed for a county's use and purposes provided not less than three weeks thereafter; and,

WHEREAS, the County of Riverside ("County") owns certain real property consisting of approximately 5.8 acres of vacant land presently a part of the County's Oasis landfill property, a portion of a parcel identified with Assessor's Parcel Number 737-240-003, located in the unincorporated community of Oasis in the County of Riverside, State of California, (the "Property") more particularly legally described in Exhibit "A" and depicted on Exhibit "B", attached hereto and by this reference incorporated herein; and,

WHEREAS, the Property has been assessed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law; and

WHEREAS, the County has sent out notices of its desire to sell and offer to other public agencies pursuant to Government Code Section 54222; whereby no public agencies indicated sincere interest during the requisite sixty (60) day period; and,

WHEREAS, the County now desires to declare the Property as surplus and to initiate the sale of the Property, now, therefore,

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled in the meeting room of the

FORMALLY APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 5-13-15
SYNTHIA M. GUNZEL

1 Board, located at 4080 Lemon Street, Riverside, California, on June 2, 2015, at 9:00 am or
2 soon thereafter, by a vote of not less than two-thirds of all members concurring, that the
3 Property is no longer needed for County use or purposes and is hereby declared as surplus
4 real property.

5 **BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED and NOTICE IS**
6 **HEREBY GIVEN** that this Board declares its intention to sell the Property pursuant to the
7 provisions of the Government Code Sections 25520, et. seq., upon the following terms and
8 conditions:

9 1. The nature of the fee simple interest in real property to be sold is approximately
10 5.8 acres of vacant land, described as Parcel B on Exhibit "A", and depicted on Exhibit "B,"
11 being that certain portion of Assessor's Parcel Number 737-240-003, located on the western
12 edge of the Oasis Landfill, in the unincorporated community of Oasis in the County of
13 Riverside, State of California.

14 2. The sale will be held on June 30, 2015, in the meeting room of the Board of
15 Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-
16 1359, at 9:30 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date")
17 where sealed bids and oral bids shall be received and considered.

18 3. Sealed written bids will be received by the Clerk of the Board at any time up to
19 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County
20 Administrative Center. Bids shall be submitted on the County's bid form and bids shall be
21 plainly marked on the outside "Proposal to Purchase Real Property in Oasis, 9:30 a.m., June
22 30, 2015. The County's bid form may be obtained from the Economic Development Agency
23 Real Estate Division, located at 3403 10th Street, 4th Floor, Riverside, California 92501, along
24 with the instructions to bidders. The bid form contains the terms and conditions for the sale of
25 the Property. Prospective bidders may inspect the bid form at no charge.

26 4. All sealed bids shall be for not less than \$50,000 and shall be accompanied or
27 preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in
28 cash, cashier's check, or certified check as security that the successful bidder will complete the

1 terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be
2 obtained solely from the Deputy Director of the Real Estate Division of the Economic
3 Development Agency.

4 5. Balance of the bid amount hereby offered, in excess of the Deposit, shall be
5 paid in cash within sixty (60) days of the bid acceptance.

6 6. After the sealed bids have been opened and read, a call for oral bids will be
7 made until the highest bid has been made and the bidding is closed. Oral bids must be
8 accompanied by a deposit as required for written bid proposal, unless deposit was previously
9 made. The first oral bid shall exceed the highest written proposal by not less than five percent
10 (5%) and any additional oral bids thereafter shall be in incremental amounts not less than five
11 percent (5%). Unless a deposit has been previously made with a sealed written bid, oral
12 bidders must, prior to the time of the bidders first oral bid, submit a Deposit in the amount
13 required by Paragraph 4 of this Resolution in order to be considered.

14 7. After oral bidding has been closed, oral bidders, in order to continue to be
15 considered for possible purchase of the Property, shall submit their highest oral bid to writing
16 on the County's bid form and submit said form, along with the appropriate Deposit, to the
17 Deputy Director of the Real Estate Division of the Economic Development Agency not later
18 than 4:00 p.m. of the date of the oral bidding.

19 8. Final acceptance of the successful bid by the Board may be made on the Sale
20 Date or any adjourned session of the same meeting held within ten (10) days next following.

21 9. The right to reject any and all bids, both written and oral, and to withdraw the
22 property from sale is reserved. If the successful bidder fails to purchase the Property, the
23 County reserves the right to take such measures as it deems appropriate to sell the Property.
24 The County may, but shall have no obligation to, accept the next highest bid, or successive
25 highest bid. In the event that the County desires to accept the next highest bid or successive
26 highest bid upon the first successful bidder failing to purchase the Property, the authorization of
27 the sale shall be submitted to the Board for approval on a future date.

28

1 10. Deposits of unsuccessful bidders will be returned or refunded after final
2 acceptance or rejection of all bids, or after withdrawal of the property from sale.

3 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board of
4 Supervisors finds that it is advisable to offer to pay a commission to any licensed real-estate
5 broker who is instrumental in obtaining any oral or written bid that is accepted by the Board,
6 upon the following terms and conditions:

7 1. Payment of the broker's commission will be in accordance with Government
8 Code §§ 22527, 25530 to 25532, inclusive, and not otherwise.

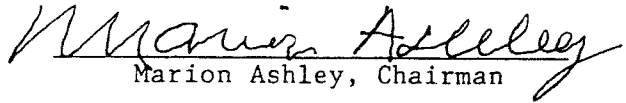
9 2. The assistance of licensed real estate brokers in procuring and submitting bids
10 on behalf of prospective buyers is hereby invited. In the event any such licensed real estate
11 broker is found to be the procuring cause of the successful bid, and the successful bidder or
12 nominee meets all of the terms of the sale and consummates the purchase; then in that event,
13 the procuring broker shall be entitled to receive a commission amounting to five percent (5%)
14 of the successful bid amount.

15 3. The name and address of any licensed real-estate broker shall appear in each
16 written bid, and shall be stated in connection with any oral bid. It shall be expressly understood
17 that in order for any such broker to qualify for entitlement to a commission as provided herein,
18 such broker must possess a valid California Real Estate Broker's License, and such broker's
19 participation must be validated, in writing, by the bidder in the space provided in the serialized
20 bid forms. In addition, a "Broker's Certification" form, obtainable from the Deputy Director of
21 the Real Estate Division of the Economic Development Agency, must be completed and
22 attached to the bid form at the time of submittal.

23 4. Other terms and conditions for payment of Real Estate Broker's commission are
24 set forth in Paragraph "E" of the "Proposal to Purchase Real Property Located in Oasis, June
25 30, 2015, 9:30 a.m."

26 **IT IS FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the
27 Board is directed to cause the notice of this intention to sell the Property and the time and
28 place of holding the public bidding sale to be given, pursuant to Government Code Section

1 25528, by posting copies of this Resolution signed by the Chairman of the Board of
2 Supervisors in three (3) public places in the County of Riverside, not less than fifteen days
3 before the Sale Date, and by publishing the notice pursuant to Government Code Section 6063
4 at least three (3) weeks before the Sale Date.

5
6 
7 Marion Ashley, Chairman

8
9 ROLL CALL:

10 Ayes: Jeffries, Washington, Benoit and Ashley
11 Nays: None
12 Absent: Tavaglione

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

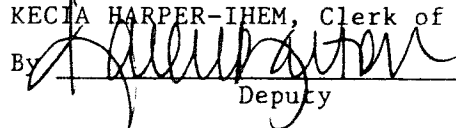
15 KECTA HARPER-IHEM, Clerk of said Board
16 By 
17 Deputy

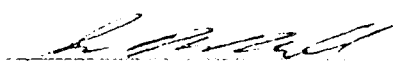
Exhibit "A"

Oasis SLF
Parcel B

Being a portion of Parcel 1 as described in Instrument No. 271383 Recorded July 1, 1998, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

All of Parcel B of Record of Survey as shown in Book 142, Page 75, records of said county.



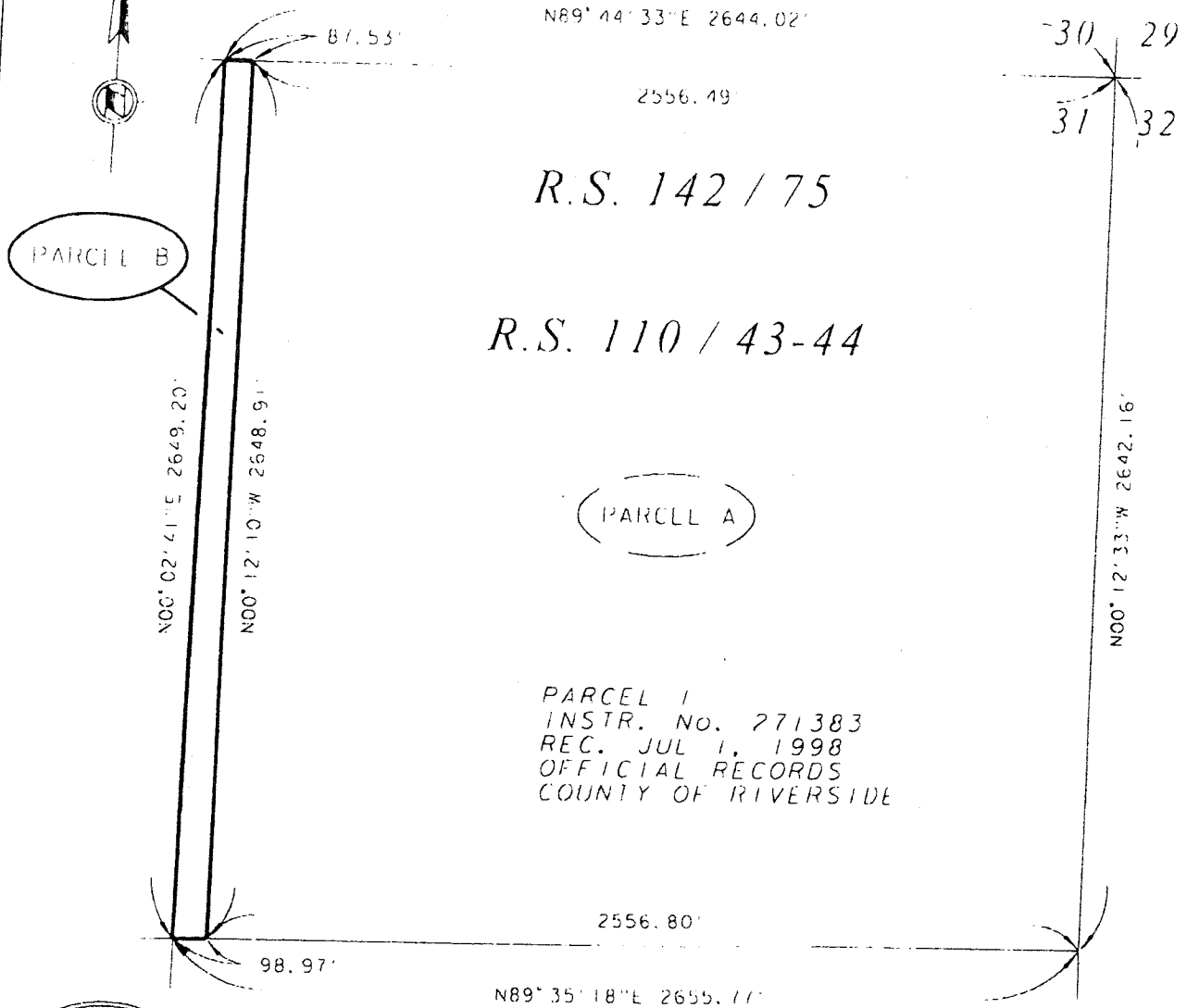

JAMES R. MCNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Waste Management

Date: 12-1-14

Exhibit "B"

BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 271383,
RECORDED JULY 1, 1998, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



R.S. 142 / 75

R.S. 110 / 43-44

PARCELL A

PARCEL 1
INSTR. NO. 271383
REC. JUL 1, 1998
OFFICIAL RECORDS
COUNTY OF RIVERSIDE



JAMES R. McNEILL
LAND SURVEYOR NO. 1752
SIGNED ON BEHALF OF:
RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT

DATE: 12-1-14

RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

14310 FREDERICK ST. MORENO VALLEY, CA. 92553

PROJECT NAME:

OASIS SLF

THIS PLAT IS SOLELY AN AID IN LOCATING
THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART
OF THE WRITTEN DESCRIPTION THEREIN.

PARCEL B

SCALE:

NO SCALE

PREPARED BY:

DAB

SHEET NO.

NOV-26-2014

1 OF 1