

FORM APPROVED COUNTY COUNSEL 6/11/15  
 BY: GREGORY P. PRIAMOS DATE  
 Departmental Concurrence

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

530



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 July 9, 2015

**SUBJECT:** Resolution No. 2015-064, Authorization to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California, District 3, CEQA Exempt, [\$644,850]; DIF Western County Fire Facility Funds

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

1. Find that the acquisition project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2015-064, Authorization to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California, further described as County of Riverside Assessor's Parcel Number 580-240-022;

(Continued)

**FISCAL PROCEDURES APPROVED**  
**PAUL ANGULO, CPA, AUDITOR-CONTROLLER**  
 BY: Esteban Hernandez 7/8/15

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	\$ 644,850	\$ 0	\$ 644,850	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** DIF Western County Fire Facility Funds  
 Budget Adjustment: No  
 For Fiscal Year: 2015/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Rohini Dasika  
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: July 21, 2015  
 xc: EDA, DPSS, Recorder

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

By: [Signature]  
 John Hawkins, Fire Chief  
 Riverside County Fire

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

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

Economic Development Agency

**FORM 11:** Resolution No. 2015-064, Authorization to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California, District 3; CEQA Exempt, [\$644,850]; DIF Western County Fire Facility Funds

**DATE:** July 9, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions, and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete this transaction;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board; and
6. Authorize reimbursement to EDA/Real Estate Division for all acquisition costs incurred. The amount to be reimbursed to EDA/Real Estate is not-to-exceed \$16,850 in due diligence expenses and \$28,000 in County staff time.

**BACKGROUND:**

**Summary**

The Economic Development Agency Real Estate Division (EDA) on behalf of Riverside County Fire Department (RCFD) proposes that the County of Riverside purchase the fee interest in real property with certain improvements situated thereon, located in the unincorporated Aguanga Area, County of Riverside, State of California, Assessor's Parcel Number 580-240-022 by, more particularly described in Exhibit "A", Legal Description, attached hereto, and depicted in the attached map. The property at 49937 Comanche Court includes a 3,222 square foot custom residential structure on a 2.69 acre site and is located on the south side of State Route 371 on the corner of Roundup Drive and Comanche Court in the Lake Riverside community.

RCFD has been leasing this property since 2010 and operating Fire Station 77 from this site. The County and the present owners intend to terminate the lease upon acquisition of the property by the County. In addition to the existing structure which includes ample living, kitchen quarters and a multiple bay garage, RCFD has constructed a 960 square foot apparatus bay on the property. The property has ample land for expansion and to meet the future needs of RCFD at this site.

RCFD desires to acquire the property and to continue important operations from this site and to establish this site as the permanent location for Fire Station 77. The current location provides adequate living space for on duty personnel as well as housing all Station 77 vehicles inside the large apparatus bay out of the weather, cutting both vehicle and equipment maintenance costs.

It was determined through a cost analysis that the acquisition and construction costs for a new fire station in a different location would cost approximately \$3,000,000. Acquiring the current property and improvements for \$600,000 will provide RCFD and the County with a temporary solution and a permanent location for this station. In the future and when funds are more readily available and identified both RCFD and the County can plan for the development of new fire station improvements.

On June 16, 2015, the Board adopted Resolution No. 2015-063, Notice of Intention to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California.

(Continued)

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

Economic Development Agency

**FORM 11:** Resolution No. 2015-064, Authorization to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California, District 3, CEQA Exempt, [\$644,850]; DIF Western County Fire Facility Funds

**DATE:** July 9, 2015

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary** (Continued)

This acquisition is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption.

**Impact on Residents and Businesses**

The acquisition of the current site will continue to benefit this area of the County. The residents and businesses will continue to enjoy the public safety benefits of having a fire station located within the Lake Riverside community.

Resolution No 2015-064 and the Agreement of Purchase and Sale and Joint Escrow Instructions have been reviewed and approved by County Counsel as to legal form.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the estimated funding necessary for the acquisition for Assessor's Parcel Number 580-240-022:

Acquisition:	\$ 600,000
Estimated Title and Escrow Charges:	5,000
Preliminary Title Report	400
County Appraisal	6,950
Environmental Studies	2,500
Inspection	2,000
County Staff Time includes EDA Real Estate, EDA Environmental and County Counsel	28,000
Total Estimated Acquisition Costs (Not to exceed)	\$644,850

**SUPPLEMENTAL:**

**Additional Fiscal Information** (Continued)

All costs associated with the acquisition of this property are fully funded by the DIF Western County Fire Facility Funds in the FD's budget for FY 2015/16. No net county costs will be incurred as a result of this transaction.

Attachments:

Resolution No. 2015-064

Agreement of Purchase and Sale and Joint Escrow Instructions

Notice of Exemption

Exhibit A

Map

1 Board of Supervisors

County of Riverside

2 Resolution No. 2015-064

3 Authorization to Purchase Real Property

4 In the Unincorporated Area of Aguanga, County of Riverside, California

5 Assessor's Parcel Number: 580-240-022

6  
7 WHEREAS, Ronald Lund and Cynthia Lund, husband and wife as joint tenants,  
8 ("Seller"), are the owners of certain real property located in the unincorporated area of  
9 Aguanga, County of Riverside, State of California, consisting of approximately 2.69  
10 acres of land, with certain improvements situated thereon, including a 3,222 square  
11 feet custom residential structure with an attached garage, identified with Assessor's  
12 Parcel No. 580-240-022 ("Property"); and

13 WHEREAS, the County of Riverside, on behalf of its Fire Department, has been  
14 leasing the Property from the Seller since 2010 for use and operation of Fire Station 77  
15 to serve the surrounding community; and

16 WHEREAS, the County, with permission of Seller, has constructed a 960 square  
17 foot apparatus bay on the Property, which is personal property of the County and is not  
18 a part of the consideration for purchase of the Property; and

19 WHEREAS, the current location provides adequate living space for on duty  
20 personnel as well as housing all department vehicles inside a large apparatus bay out  
21 of the weather, cutting maintenance costs; and

22 WHEREAS, the Property has ample land for expansion and to meet the future  
23 needs at this site; and

24 WHEREAS, the County has reviewed and determined that the purchase of the  
25 Property as being categorically exempt from the California Environmental Quality Act  
26 ("CEQA") pursuant to CEQA Guidelines Sections 15301 and 15061(b)(3) because the  
27 proposed project is the purchase of real property involving the transfer of title to the  
28 real property for the continued use of existing improvements situated on the Property

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 6-11-15  
DATE  
SYNTHIA M. GUNZEL

1 which will have no significant impact on the environment; and

2 WHEREAS, the County of Riverside, on behalf of its Fire Department, desires to  
3 acquire the Property and continue operations as the permanent location; now,  
4 therefore,

5 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the  
6 Board of Supervisors of the County of Riverside ("Board"), in regular session  
7 assembled on or after July 21, 2015, at 9:00 a.m. or soon thereafter, in the meeting  
8 room of the Board of Supervisors located on the 1st floor of the County Administrative  
9 Center, 4080 Lemon Street, Riverside, California, based upon a review of the  
10 evidence and information presented on the matter, as it relates to this acquisition, this  
11 Board:

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

18 2. Authorizes the purchase of the Property located in the Unincorporated  
19 Area of Aguanga, County of Riverside, State of California, identified with Assessor's  
20 Parcel Number 580-240-022, consisting of a 3,222 residential structure on 2.69 acres  
21 of land, more particularly described in Exhibit "A" Legal Description, from Ronald Lund  
22 and Cynthia Lund, in the amount of Six Hundred Thousand Even Dollars  
23 (\$600,000.00), pursuant to terms and conditions in that certain Agreement of  
24 Purchase and Sale and Joint Escrow Instructions between the County and Seller.

25 BE IT FURTHER RESOLVED, DETERMINED and ORDERED that this Board  
26 hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions  
27 and that the Chairman of the Board of Supervisors of the County of Riverside is  
28 authorized to execute the Agreement on behalf of the County.

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

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

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

9 BE IT FURTHER RESOLVED AND DETERMINED that EDA/Real Estate  
10 Division to be reimbursement for costs incurred for all acquisition costs. The amount to  
11 be reimbursed to EDA/Real Estate is not-to-exceed \$16,850 in due diligence expenses  
12 and \$28,000 in staff time.

13  
14  
15 ROLL CALL:

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

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

21 KECIA HARPER-IHEM, Clerk of said Board

22 By \_\_\_\_\_  
23  
24  
25  
26  
27  
28

*Kaleib Bolton*  
Deputy

## EXHIBIT "A"

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

**Parcel 1:**

Lot 473 of Tract No. 3925, in the County of Riverside, State of California, as per Map thereof recorded in Book 65, Page(s) 15 through 43 inclusive of Maps, in the office of the County Recorder of said County, and as amended by Certificate of Correction recorded February 16, 1973 as Instrument No. 20585 of Official Records, in the office of the County Recorder of said County.

Except 50% of all metals and minerals and all petroleum, natural gas and other hydrocarbon substances in or under said property and every part thereof and the right to extract same, but without right of entry upon or through said real property except beneath a depth of 500.00 feet below the present surface of said real property, as reserved in that Declaration of Covenants, Conditions and Restrictions, executed by Grayco Land Escrow, Ltd., a Corporation and recorded April 10, 1970 as Instrument No. 33659 of Official Records of Riverside County, California.

**Parcel 2:**

A non-exclusive easement for ingress, egress and public utilities purposes in and over those portions of Tract No. 3925, as shown by Map on file in Book 65, Page 15 of Maps, Records of Riverside County, California, shown as road easements on said map.

Except for Lots 70, 252, 308, 382, 426, 486, 583, 586 and 735.

Assessor's Parcel Number: 580-240-022-1





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

**BY AND BETWEEN**

**RONALD LUND AND CYNTHIA LUND, husband and wife as joint tenants**

**AS SELLER**

**AND**

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

**AS BUYER**

**RELATING TO**

**49937 Comanche Court, Aguanga, California**

**Assessor's Parcel Number 580-240-022**

JUL 21 2015

322

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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") and RONALD LUND AND CYNTHIA LUND, husband and wife as joint tenants ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

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

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

(b) **Property:** Seller is the owner of certain real property located in the unincorporated Aguanga area of the County of Riverside, State of California, consisting of approximately 2.69 acres of land, commonly known as 49937 Comanche Court, Aguanga, California, with Assessor's Parcel Number 580-240-022, which is more particularly described in Exhibit "A", attached hereto and incorporated herein, and the related improvements, including a 3,222 square foot single family residence, appurtenances, and certain related personal and intangible property ("Property"). The Seller acknowledges that certain improvements installed and constructed by Buyer as Lessee, listed on Exhibit "C", ("Buyer Improvements"), attached hereto and by this reference incorporated herein, under that certain Lease dated October 18, 2013 entered into between the Parties for the Property ("Lease") are owned by the Buyer and Seller is not entitled to any consideration for the Buyer Improvements installed on the Property;

(c) **Purchase Price:** The Purchase Price for the Property is Six Hundred Thousand Dollars (\$600,000.00);

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

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

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

(g) **Closing Date:** The Closing Date shall be no later than sixty (60) calendar days after the date of approval of this agreement by the Board of Supervisors for the County of Riverside, and Seller shall grant Buyer one 30-day extension to close Escrow, if requested by Buyer, or as otherwise agreed to by both parties;

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

Seller:  
Ronald and Cynthia Lund  
18783 Los Hermanos Ranch Road  
Valley Center, CA 92082  
Telephone: 760-803-5484  
Email: rhlund@yahoo.com

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

Escrow Holder: Lawyers Title Company  
Attn: Grace Kim  
Address: 4100 Newport Place Dr., Suite 120  
City: Newport Beach, CA. 92660  
Telephone: 949-724-3141  
Email: [gukim@cltic.com](mailto:gukim@cltic.com)

Title Company: Lawyers Title Company  
Address: 4100 Newport Place Dr., Suite 120  
City: Newport Beach, CA. 92660  
Attn: Chris Maziar  
Telephone: 949-724-3170  
Email: [unit10@cltic.com](mailto:unit10@cltic.com)

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

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

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

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

4. **Escrow.** Buyer and Seller shall open an escrow (the "Escrow") with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. This purchase shall be contingent upon

the approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

**5. Deliveries to Escrow Holder.**

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

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

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

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

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

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

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

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

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

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

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

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

(a) Title. Buyer has obtained Preliminary Report #09306937 dated January 5, 2015, for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report, Buyer hereby objects to the exceptions

2 and 9, the "Objectionable Exceptions"), as shown in the Preliminary Report. Seller will have thirty (30) days after the Effective Date to advise Buyer and Escrow in writing that:

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

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

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

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

Notwithstanding the foregoing, Seller shall remain obligated to remove all liens securing the payment of money that encumbers the Property.

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

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

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

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

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

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

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

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

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

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

## 8. **Due Diligence by Buyer.**

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

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

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

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

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

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

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

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

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

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to

Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

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

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

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

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

11. **Costs and Expenses.**

11.1 Seller will pay:

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

11.2 Buyer will pay:

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

**12. Prorations.**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

15. **Indemnification.**

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

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

16. **Hazardous Substances.**

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

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

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

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

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

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

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

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

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

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

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

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

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable

laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

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

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

#### 18. **Miscellaneous.**

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

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

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

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

18.5 **Entire Agreement.** This Agreement (including all Exhibits attached hereto) constitutes the entire understanding between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged. The Parties intend to terminate the Lease upon Close of Escrow without any further action by the parties.

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

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

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

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

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

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

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

[Signatures Provisions on the Following Page]

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

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

BUYER:

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

By: Marion Ashley  
Marion Ashley, Chairman  
Board of Supervisor

SELLER:

RONALD LUND AND CYNTHIA LUND,  
husband and wife as joint tenants

By: Ronald Lund  
Ronald Lund

By: Cynthia Lund  
Cynthia Lund

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos,  
County Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Deputy County Counsel

## **EXHIBIT "A"**

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

**Parcel 1:**

**Lot 473 of Tract No. 3925, in the County of Riverside, State of California, as per Map thereof recorded in Book 65, Page(s) 15 through 43 inclusive of Maps, in the office of the County Recorder of said County, and as amended by Certificate of Correction recorded February 16, 1973 as Instrument No. 20585 of Official Records, in the office of the County Recorder of said County.**

**Except 50% of all metals and minerals and all petroleum, natural gas and other hydrocarbon substances in or under said property and every part thereof and the right to extract same, but without right of entry upon or through said real property except beneath a depth of 500.00 feet below the present surface of said real property, as reserved in that Declaration of Covenants, Conditions and Restrictions, executed by Grayco Land Escrow, Ltd., a Corporation and recorded April 10, 1970 as Instrument No. 33659 of Official Records of Riverside County, California.**

**Parcel 2:**

**A non-exclusive easement for ingress, egress and public utilities purposes in and over those portions of Tract No. 3925, as shown by Map on file in Book 65, Page 15 of Maps, Records of Riverside County, California, shown as road easements on said map.**

**Except for Lots 70, 252, 308, 382, 426, 486, 583, 586 and 735.**

**Assessor's Parcel Number: 580-240-022-1**

# EXHIBIT B

Recorded at request of and return to:  
County of Riverside  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501

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

---

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

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

## GRANT DEED

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

**RONALD LUND AND CYNTHIA LUND, husband and wife as joint tenants**

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

See Exhibit "A" attached hereto  
And made part hereof

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

Dated: \_\_\_\_\_

GRANTOR:

RONALD LUND AND CYNTHIA LUND, husband  
and wife as joint tenants

By: \_\_\_\_\_  
Ronald Lund

By: \_\_\_\_\_  
Cynthia Lund



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

CERTIFICATE OF ACCEPTANCE

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

Date \_\_\_\_\_

GRANTEE:

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

## **EXHIBIT "A"**

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**Parcel 1:**

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**Except 50% of all metals and minerals and all petroleum, natural gas and other hydrocarbon substances in or under said property and every part thereof and the right to extract same, but without right of entry upon or through said real property except beneath a depth of 500.00 feet below the present surface of said real property, as reserved in that Declaration of Covenants, Conditions and Restrictions, executed by Grayco Land Escrow, Ltd., a Corporation and recorded April 10, 1970 as Instrument No. 33659 of Official Records of Riverside County, California.**

**Parcel 2:**

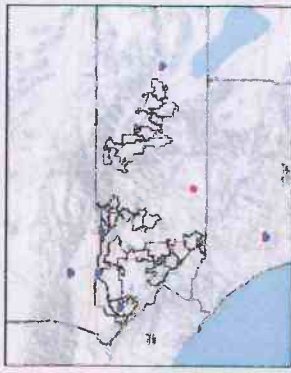
**A non-exclusive easement for ingress, egress and public utilities purposes in and over those portions of Tract No. 3925, as shown by Map on file in Book 65, Page 15 of Maps, Records of Riverside County, California, shown as road easements on said map.**

**Except for Lots 70, 252, 308, 382, 426, 486, 583, 586 and 735.**

**Assessor's Parcel Number: 580-240-022-1**

# Map

Assessor's Parcel Number: 580-240-022



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



0 236

472 Feet



**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.

REPORT PRINTED ON... 6/2/2015 9:04:37 AM

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

7/23/15  
Date

LD  
Initial

NOTICE OF EXEMPTION

May 12, 2015

**Project Name:** Lake Riverside Fire Station, Authorization to Negotiate Purchase of Real Property

**Project Number:** FM0412700039

**Project Location:** 49937 Comanche Court, Aguanga, California 92536;  
Assessor Parcel Number 580-240-022 (see attached exhibit)

**Description of Project:** The Economic Development Agency Real Estate Division (EDA) on behalf of the Riverside County Fire Department (RCFD) proposes that the County of Riverside (County) purchase a 3,222 square foot single family residence on a 2.69 acre site in the unincorporated community of Aguanga. The property at 49937 Comanche Court is located on the south side of State Route 371 on the corner of Roundup Drive on Comanche Court in the Lake Riverside Estates and is referred to as Assessor's Parcel Number 580-240-022. RCFD has been leasing this property since 2010 and operating Fire Station 77 from this site. In addition to the existing structure which includes ample living, kitchen quarters and a multiple bay garage, RCFD has constructed a 960 square foot apparatus bay on the property. The property has ample land for expansion and to meet the future needs of RCFD at this site. RCFD desires to acquire the property and to continue important operations from this site and to establish this site as the permanent location for Fire Station 77. The current location provides adequate living space for on duty personnel as well as housing all Station 77 vehicles inside the large apparatus bay out of the weather, cutting both vehicle and equipment maintenance costs. It was determined through a cost analysis that the acquisition and construction costs for a new fire station in a different location would cost approximately \$3,000,000. Acquiring the current property and improvements for \$600,000 will provide RCFD and the County with a temporary solution and a permanent location for this station. In the future, and when funds are more readily available and identified, both RCFD and the County can plan for the development of a new Fire Station 77 at this location. The Project is limited to the purchase of the property alone and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. The operation of the site will continue to be similar to the approved use of the site for commercial purposes and will not result in a substantial new use of the site. No additional direct or indirect physical environmental impacts are anticipated.

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

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

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

JUL 21 2015 3-22

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8914 • F: 951.955.6486

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 will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The purchase of the single family residence is not anticipated to result in any significant physical environmental impacts.

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project as proposed is the purchase of an existing single family residence. The Project is limited to the purchase of the property alone and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. The purchase will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.
- Section 15061 (b)(3) – “Common Sense” Exemption. In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

With certainty, there is no possibility that the Project may have a significant effect on the environment. The purchase of the property will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Any future upgrades to the site would only entail interior improvements which would not result in any direct or indirect physical environmental impacts. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

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

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

5/12/15

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: Lake Riverside Fire Station, Authorization to Negotiate Purchase of Real Property

Accounting String: 524830-47220-7200400000- FM0412700039

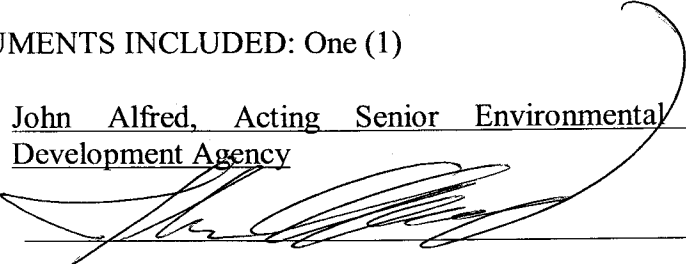
DATE: May 12, 2015

AGENCY: Riverside County Economic Development Agency

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

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

Signature:  \_\_\_\_\_

PRESENTED BY: Craig Olsen, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 12, 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 # FM0412700039**  
Lake Riverside Fire Station, Authorization to Negotiate Purchase of Real Property

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

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

Attachment

cc: file

FORM APPROVED COUNTY COUNSEL  
 BY: *GREGORY P. PRIAMOS* 5/20/15  
 DATE

Departmental Concurrence

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

258



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

June 4, 2015

**SUBJECT:** Resolution No. 2015-063, Notice of Intention to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California, District 3, [\$644,850]; DIF Western County Fire Facilities Fund

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

1. Adopt Resolution No. 2015-063, Notice of Intention to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California, further described as County of Riverside Assessor's Parcel Number 580-240-022;
2. Authorize the Economic Development Agency to negotiate the purchase of the subject property from Ronald Lund and Cynthia Lund, husband and wife as joint tenants at a price not-to-exceed \$600,000;

(Continued)

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *E. Hernandez* 6/4/15  
 Esteban Hernandez

*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	\$ 644,850	\$ 0	\$ 644,850	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** DIF Western County Fire Facilities Fund  
 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 Washington, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after July 21, 2015 at 9:00 a.m.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: June 16, 2015  
 xc: EDA, COB

Kecia Harper-Ihem  
 Clerk of the Board  
 BY: *Kecia Harper-Ihem*  
 Deputy

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

3-21

By: *John Hawkins*  
 John Hawkins, Fire Chief  
 Riverside County Fire

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



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

Economic Development Agency

**FORM 11:** Resolution No. 2015-063, Notice of Intention to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California, District 3, [\$644,850]; DIF Western County Fire Facility Funds

**DATE:** June 4, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Authorize the EDA/ Real Estate Division to incur typical transaction costs including staff time, appraisal cost, title insurance, environmental review and other due diligence costs not to exceed \$44,850; and
4. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6063.

**BACKGROUND:**

**Summary**

Pursuant to Government Code Section 25350, the County must publish a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time the board will meet to consummate the purchase. The County intends to authorize a purchase of fee simple interests in real property located in the unincorporated Aguanga Area, County of Riverside, State of California, Assessor's Parcel Number 580-240-022 by Grant Deed from Ronald and Cynthia Lund, more particularly described in Exhibit "A", Legal Description, attached hereto, and depicted in the attached Map.

The Economic Development Agency Real Estate Division (EDA) on behalf of Riverside County Fire Department (RCFD) proposes that the County of Riverside purchase the fee interest in real property with certain improvements situated thereon, including a 3,222 square foot custom residential structure on a 2.69 acre site in the unincorporated community of Aguanga. The property at 49937 Comanche Court is located on the south side of State Route 371 on the corner of Roundup Drive on Comanche Court in the Lake Riverside Estates and also identified with Assessor's Parcel Number 580-240-022.

RCFD has been leasing this property since 2010 and operating Fire Station 77 from this site. The County and the present owners intend to terminate the lease upon acquisition of the property by the County. In addition to the existing structure which includes ample living, kitchen quarters and a multiple bay garage, RCFD has constructed a 960 square foot apparatus bay on the property. The property has ample land for expansion and to meet the future needs of RCFD at this site.

RCFD desires to acquire the property and to continue important operations from this site and to establish this site as the permanent location for Fire Station 77. The current location provides adequate living space for on duty personnel as well as housing all Station 77 vehicles inside the large apparatus bay out of the weather, cutting both vehicle and equipment maintenance costs.

It was determined through a cost analysis that the acquisition and construction costs for a new fire station in a different location would cost approximately \$3,000,000. Acquiring the current property and improvements for \$600,000 will provide RCFD and the County with a temporary solution and a permanent location for this station. In the future and when funds are more readily available and identified both RCFD and the County can plan for the development of a new Fire Station 77 at this location.

**Impact on Residents and Businesses**

The acquisition of the current site will continue to benefit the community of Lake Riverside. The residents and businesses will continue to enjoy the safety benefits of having a fire station located within this area of the County.

Resolution No. 2015-063 has been reviewed and approved by County Counsel as to legal form.

(Continued)

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

Economic Development Agency

**FORM 11:** Resolution No. 2015-063, Notice of Intention to Purchase Real Property in the Unincorporated Area of Aguanga, County of Riverside, California, District 3, [\$644,850]; DIF Western County Fire Facility Funds

**DATE:** June 4, 2015

**PAGE:** 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition for Assessor's Parcel Number 580-240-022:

Acquisition:	\$ 600,000
Estimated Title and Escrow Charges:	5,000
Preliminary Title Report	400
County Appraisal	6,950
Environmental Studies	2,500
Inspection	2,000
County Staff Time	28,000
Total Estimated Acquisition Costs	\$644,850

All costs associated with the acquisition of this property are fully funded by the DIF Western County Fire Facility Funds in the Fire Department's budget for FY 2014/15. No net county costs will be incurred as a result of this transaction.

**Attachments:**

Exhibit A

Map

Resolution No. 2015-063

1 Board of Supervisors

County of Riverside

2 Resolution No. 2015-063

3 Notice of intention to Purchase Real Property

4 In the Unincorporated Area of Aguanga, County of Riverside, California

5 Assessor's Parcel Number: 580-240-022

6  
7 WHEREAS, Ronald Lund and Cynthia Lund, husband and wife as joint tenants,  
8 ("Seller"), are the owners of certain real property located in the unincorporated area of  
9 Aguanga, County of Riverside, State of California, consisting of approximately 2.69  
10 acres of land, with certain improvements situated thereon, including a 3,222 square  
11 feet custom residential structure with an attached garage, identified with Assessor's  
12 Parcel No. 580-240-022 ("Property"); and

13 WHEREAS, the County of Riverside, on behalf of its Fire Department, has been  
14 leasing the Property from the Seller since 2010 for use and operation of Fire Station 77  
15 to serve the surrounding community; and

16 WHEREAS, the County, with permission of Seller, has constructed a 960 square  
17 foot apparatus bay on the Property, which is personal property of the County and is not  
18 a part of the consideration for purchase of the Property; and

19 WHEREAS, the current location provides adequate living space for on duty  
20 personnel as well as housing all department vehicles inside a large apparatus bay out  
21 of the weather, cutting maintenance costs; and

22 WHEREAS, the Property has ample land for expansion and to meet the future  
23 needs at this site; and

24 WHEREAS, the County of Riverside, on behalf of its Fire Department desires to  
25 acquire the Property and continue operations as the permanent location; now,  
26 therefore,

27 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of  
28 Supervisors of the County of Riverside in regular session assembled on June 16, 2015.

FORM APPROVED COUNTY COUNSEL  
BY: Cynthia M. Gunzel 5-19-15  
DATE

1 and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code,  
2 that this Board, at its public meeting on or after July 21, 2015, at 9:00 a.m. or soon  
3 thereafter, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of  
4 the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to  
5 authorize the purchase of the Property located in the Unincorporated Area of Aguanga,  
6 County of Riverside, State of California, identified with Assessor's Parcel Number 580-  
7 240-022, consisting of a 3,222 residential structure on 2.69 acres of land, more  
8 particularly described in Exhibit "A" Legal Description, from Ronald Lund and Cynthia  
9 Lund, in the amount not to exceed Six Hundred Thousand Dollars (\$600,000.00),  
10 pursuant to terms and conditions in an Agreement of Purchase and Sale to be  
11 negotiated between the County and Seller.

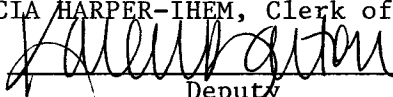
12 BE IT FURTHER RESOLVED AND DETERMINED that the Economic  
13 Development Agency is authorized to expend a not-to-exceed amount of Forty Four  
14 Thousand Eight Hundred Fifty Dollars (\$44,850) to complete due diligence on the  
15 property, consisting of a preliminary title report, appraisal costs, survey, environmental  
16 studies, Economic Development Agency staff time, and miscellaneous other studies as  
17 may be deemed necessary.

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

21 ROLL CALL:

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

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

27 KECIA HARPER-IHEM, Clerk of said Board  
By   
Deputy

28 CAO:ra/052015/039FR/17.454 S:\Real Property\TYPING\Docs-16.500 to 16.999\17.454.doc

## **EXHIBIT "A"**

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

**Parcel 1:**

**Lot 473 of Tract No. 3925, in the County of Riverside, State of California, as per Map thereof recorded in Book 65, Page(s) 15 through 43 inclusive of Maps, in the office of the County Recorder of said County, and as amended by Certificate of Correction recorded February 16, 1973 as Instrument No. 20585 of Official Records, in the office of the County Recorder of said County.**

**Except 50% of all metals and minerals and all petroleum, natural gas and other hydrocarbon substances in or under said property and every part thereof and the right to extract same, but without right of entry upon or through said real property except beneath a depth of 500.00 feet below the present surface of said real property, as reserved in that Declaration of Covenants, Conditions and Restrictions, executed by Grayco Land Escrow, Ltd., a Corporation and recorded April 10, 1970 as Instrument No. 33659 of Official Records of Riverside County, California.**

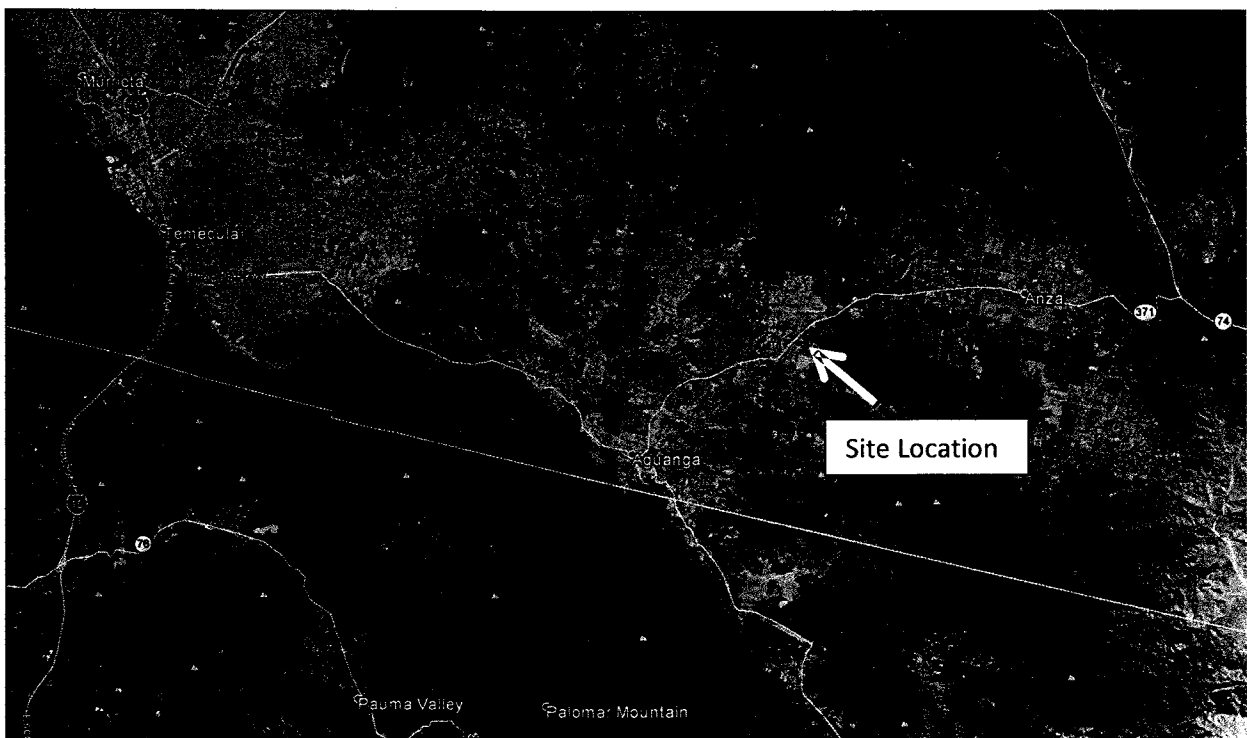
**Parcel 2:**

**A non-exclusive easement for ingress, egress and public utilities purposes in and over those portions of Tract No. 3925, as shown by Map on file in Book 65, Page 15 of Maps, Records of Riverside County, California, shown as road easements on said map.**

**Except for Lots 70, 252, 308, 382, 426, 486, 583, 586 and 735.**

**Assessor's Parcel Number: 580-240-022-1**

# MAP





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 25, 2015

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

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

**RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2015-063**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **3 consecutive Tuesdays: June 30, July 7 and July 14, 2015.**

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

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

**Gil, Cecilia**

---

**From:** PEC Legals Master <legalsmaster@pe.com>  
**Sent:** Thursday, June 25, 2015 8:22 AM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Res. 2015-063

Received for publication on 6/30, 7/7 and 7/14.

Legal Advertising Phone: 1-800-880-0345 / Fax: 951-368-9018 / E-mail: [legals@pe.com](mailto:legals@pe.com)

**Please Note: Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish. \*\*Additional days required for larger ad sizes\*\***

**\*\*Employees of The Press-Enterprise are not able to give legal advice of any kind\*\***

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**The Press-Enterprise** PE.COM / UNIDOS  
A Freedom News Group Company

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**From:** Gil, Cecilia <[CCGIL@rcbos.org](mailto:CCGIL@rcbos.org)>  
**Sent:** Thursday, June 25, 2015 8:09 AM  
**To:** PEC Legals Master  
**Subject:** FOR PUBLICATION: Res. 2015-063

Notice of Public Hearing, for publication on 3 Tuesdays: June 30, July 7 and July 14, 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. 2015-063

Notice of intention to Purchase Real Property

In the Unincorporated Area of Aguanga, County of Riverside, California

Assessor's Parcel Number: 580-240-022

WHEREAS, Ronald Lund and Cynthia Lund, husband and wife as joint tenants, ("Seller"), are the owners of certain real property located in the unincorporated area of Aguanga, County of Riverside, State of California, consisting of approximately 2.69 acres of land, with certain improvements situated thereon, including a 3,222 square feet custom residential structure with an attached garage, identified with Assessor's Parcel No. 580-240-022 ("Property"); and

WHEREAS, the County of Riverside, on behalf of its Fire Department, has been leasing the Property from the Seller since 2010 for use and operation of Fire Station 77 to serve the surrounding community; and

WHEREAS, the County, with permission of Seller, has constructed a 960 square foot apparatus bay on the Property, which is personal property of the County and is not a part of the consideration for purchase of the Property; and

WHEREAS, the current location provides adequate living space for on duty personnel as well as housing all department vehicles inside a large apparatus bay out of the weather, cutting maintenance costs; and

WHEREAS, the Property has ample land for expansion and to meet the future needs at this site; and

WHEREAS, the County of Riverside, on behalf of its Fire Department desires to acquire the Property and continue operations as the permanent location; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on June 16, 2015, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board, at its public meeting on or after July 21, 2015, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize the purchase of the Property located in the Unincorporated Area of Aguanga, County of Riverside, State of California, identified with Assessor's Parcel Number 580-240-022, consisting of a 3,222 residential structure on 2.69 acres of land, more particularly described in Exhibit "A" Legal Description, from Ronald Lund and Cynthia Lund, in the amount not to exceed Six Hundred Thousand Dollars (\$600,000.00), pursuant to terms and conditions in an Agreement of Purchase and Sale to be negotiated between the County and Seller.

BE IT FURTHER RESOLVED AND DETERMINED that the Economic Development Agency is authorized to expend a not-to-exceed amount of Forty Four Thousand Eight Hundred Fifty Dollars (\$44,850) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, survey, environmental studies, Economic Development Agency staff time, and miscellaneous other studies as may be deemed necessary.

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

**(INSERT EXHIBIT A)**

**ROLL CALL:**

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on June 16, 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 25, 2015

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

## **EXHIBIT "A"**

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

**Parcel 1:**

**Lot 473 of Tract No. 3925, in the County of Riverside, State of California, as per Map thereof recorded in Book 65, Page(s) 15 through 43 inclusive of Maps, in the office of the County Recorder of said County, and as amended by Certificate of Correction recorded February 16, 1973 as Instrument No. 20585 of Official Records, in the office of the County Recorder of said County.**

**Except 50% of all metals and minerals and all petroleum, natural gas and other hydrocarbon substances in or under said property and every part thereof and the right to extract same, but without right of entry upon or through said real property except beneath a depth of 500.00 feet below the present surface of said real property, as reserved in that Declaration of Covenants, Conditions and Restrictions, executed by Grayco Land Escrow, Ltd., a Corporation and recorded April 10, 1970 as Instrument No. 33659 of Official Records of Riverside County, California.**

**Parcel 2:**

**A non-exclusive easement for ingress, egress and public utilities purposes in and over those portions of Tract No. 3925, as sown by Map on file in Book 65, Page 15 of Maps, Records of Riverside County, California, shown as road easements on said map.**

**Except for Lots 70, 252, 308, 382, 426, 486, 583, 586 and 735.**

**Assessor's Parcel Number: 580-240-022-1**




# MEMORANDUM

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

---

*Robert Field*  
Assistant County Executive Officer/EDA

**TO:** Kecia Harper-Ihem  
Clerk of the Board

**FROM:** Sue Anna Schatz, Real Property Coordinator  
Economic Development Agency  
Real Estate Division 

**DATE:** September 22, 2015

**SUBJECT:** Original Documents for: Lund  
Item No. 3-22  
Agenda Date: July 21, 2015

---

For your records are the original documents for the above mentioned Item No. If you have any questions you can notify me by e-mail [sschatz@rivcoeda.org](mailto:sschatz@rivcoeda.org) or 951-955-4817. Thank you.

**SS:**  
**Attachment:** Recorded Grant Deed  
Title Policy

**Cc:** File copy – 039FR/20009

**County**

August 31, 2015

County of Riverside  
Economic Development Agency

YOUR REF: **9306937**  
OUR NO.: **09306937**  
Property: **49937 COMANCHE, AGUANGA AREA, CA 92536**  
Policy No.: **CA-FXFC-IMP-81472-1-15-09306937**

Dear Customer:

Attached is your CLTA Standard Coverage Policy of Title Insurance, per your instructions.

NOTE: Your policy is a computer generated product. Although lacking color and "live" signatures, it is the original of your policy.

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

Enclosure

**CLTA Standard Coverage 1990 – (04-08-14)**

**SCHEDULE A**

Order No.: **09306937-903-CMC-CM8**

Policy No.: **CA-FXFC-IMP-81472-1-15-09306937**

Amount of Insurance: **\$600,000.00**

Premium: **\$1,863.00**

Date of Policy: **December 19, 2012 at 2:11 PM**

1. Name of Insured:

**County of Riverside**

2. The estate or interest in the land which is covered by this policy is:

A FEE as to Parcel(s) 1;

AN EASEMENT more fully described below as to Parcel(s) 2

3. Title to the estate or interest in the land is vested in:

**County of Riverside**, a political subdivision

4. The land referred to in this policy is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of RIVERSIDE, State of California, and is described as follows:

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

Parcel 1:

Lot 473 of Tract No. 3925, in the County of Riverside, State of California, as per Map thereof recorded in Book 65, Page(s) 15 through 43 inclusive of Maps, in the office of the County Recorder of said County, and as amended by Certificate of Correction recorded February 16, 1973 as Instrument No. 20585 of Official Records, in the office of the County Recorder of said County.

Except 50% of all metals and minerals and all petroleum, natural gas and other hydrocarbon substances in or under said property and every part thereof and the right to extract same, but without right of entry upon or through said real property except beneath a depth of 500.00 feet below the present surface of said real property, as reserved in that Declaration of Covenants, Conditions and Restrictions, executed by Grayco Land Escrow, Ltd., a Corporation and recorded April 10, 1970 as Instrument No. 33659 of Official Records of Riverside County, California.

Parcel 2:

A non-exclusive easement for ingress, egress and public utilities purposes in and over those portions of Tract No. 3925, as shown by Map on file in Book 65, Page 15 of Maps, Records of Riverside County, California, shown as road easements on said map.

Except for Lots 70, 252, 308, 382, 426, 486, 583, 586 and 735.

APN: **580-240-022-1**

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART I**

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



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

**PART II**

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 10, 1970  
Recording No: as Instrument No. 33659 of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recorded: April 16, 1970 as Instrument No. 35733; June 25, 1970 as Instrument No. 60580; October 1, 1970 as Instrument No. 97431; October 15, 1970 as Instrument No. 125538; November 1, 1983 as Instrument No. 227643; November 21, 1983 as Instrument No. 242425; May 28, 1985 as Instrument No. 113226; October 29, 1987 as Instrument No. 311960; September 2, 1988 as Instrument No. 254222; June 11, 1991 as Instrument No. 195720; November 26, 1991 as Instrument No. 410989; July 16, 1992 as Instrument No. 263870; September 7, 1993 as Instrument No. 350347; July 28, 1994 as Instrument No. 299334; August 22, 1996 as Instrument No. 317590; September 5, 1997 as Instrument No. 322857; August 28, 2001 as Instrument No. 2001-413918 and June 22, 2005 as Instrument No. 2005-0493617 all of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 26, 2014  
Recording No: as Instrument No. 2014-0074710 of Official Records

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: Tract No. 3925  
Recording No: In Book 65, Page 15 of Maps  
Purpose: road  
Affects: as shown on said Map

**SCHEDULE B – Part II**  
**(Continued)**

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: Tract No. 3925  
Recording No: In Book 65, Page 15 of Maps  
Purpose: public utilities  
Affects: as shown on said Map

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

Granted to: U.S. Leisure Time, a California Corporation  
Purpose: public utilities  
Recording Date: July 8, 1970  
Recording No: as Instrument No. 65275 of Official Records  
Affects: a strip 5.00 feet in width, along the entire front, rear and each side line of each and every lot

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

Granted to: General Telephone Company of California, a Corporation  
Purpose: public utilities  
Recording Date: September 22, 1970  
Recording No: as Instrument No. 93555 of Official Records  
Affects: 5.00 feet in width, on each side of common lot lines, except those along public road and right of ways and road easements. Also an easement 5.00 feet in width along lot lines on the perimeter of the subdivision.

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

Purpose: public utilities  
Recording Date: January 25, 1980  
Recording No: as Instrument No. 17002 of Official Records  
Affects: said land

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

Granted to: Wells Fargo Realty Services, Inc., as Trustee of Trust No. 0205  
Purpose: ingress, egress and public utility  
Recording Date: May 22, 1981  
Recording No: as Instrument No. 93939 of Official Records  
Affects: that portion within the road easements shown on said map



Commonwealth Land Title Company

Recorded at request of and return to:  
County of Riverside  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501

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

9306937  
CAO:tg/072815/039FR/17.660

TMA: 071-308  
TTX: 0.00

DOC # 2015-0388446

08/31/2015 02:11 PM Fees: \$0.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MINDY #209

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

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

# GRANT DEED

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

**RONALD LUND AND CYNTHIA LUND, husband and wife as joint tenants**

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

See Exhibit "A" attached hereto  
And made part hereof

"The conveyance is to a government entity, B+T 11911"

Commonwealth Land Title Company

Recorded at request of and return to:  
County of Riverside  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501

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

9306937

CAO:tg/072815/039FR/17.660

TMA: 071-308

TTA: 0.00

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

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

# GRANT DEED

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

**RONALD LUND AND CYNTHIA LUND, husband and wife as joint tenants**

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

See Exhibit "A" attached hereto  
And made part hereof

"The conveyance is to a government entity, B&T 11911."

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

Dated: 7-28-15

GRANTOR:

RONALD LUND AND CYNTHIA LUND,  
husband and wife as joint tenants

By:   
Ronald Lund

By:   
Cynthia Lund

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

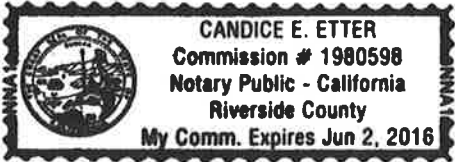
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On July 28, 2015 before me, Candice E Etter, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ronald Lund and Cynthia Lund  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.  
Signature Candice E Etter  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_  
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

## **EXHIBIT "A"**

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

**Parcel 1:**

**Lot 473 of Tract No. 3925, in the County of Riverside, State of California, as per Map thereof recorded in Book 65, Page(s) 15 through 43 inclusive of Maps, in the office of the County Recorder of said County, and as amended by Certificate of Correction recorded February 16, 1973 as Instrument No. 20585 of Official Records, in the office of the County Recorder of said County.**

**Except 50% of all metals and minerals and all petroleum, natural gas and other hydrocarbon substances in or under said property and every part thereof and the right to extract same, but without right of entry upon or through said real property except beneath a depth of 500.00 feet below the present surface of said real property, as reserved in that Declaration of Covenants, Conditions and Restrictions, executed by Grayco Land Escrow, Ltd., a Corporation and recorded April 10, 1970 as Instrument No. 33659 of Official Records of Riverside County, California.**

**Parcel 2:**

**A non-exclusive easement for ingress, egress and public utilities purposes in and over those portions of Tract No. 3925, as sown by Map on file in Book 65, Page 15 of Maps, Records of Riverside County, California, shown as road easements on said map.**

**Except for Lots 70, 252, 308, 382, 426, 486, 583, 586 and 735.**

**Assessor's Parcel Number: 580-240-022-1**



PROJECT: Lake Riverside Fire Station #77

APN: 580-240-022

CERTIFICATE OF ACCEPTANCE

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

Date August 17, 2015

GRANTEE:

By:   
Robert Field,  
Assistant County Executive Officer/EDA



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 580 -- 240 -- 022 I declare that the documentary transfer tax for this
Property Address: 49937 Comanche Court, Aguanga, CA transaction is: \$ 0.00

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code. Please check one or explain in "Other".)

- 1. \_\_\_ Section 11911. The document is a lease for a term of less than thirty-five (35) years (including options).
2. \_\_\_ Section 11911. The easement is not perpetual, permanent, or for life.
3. \_\_\_ Section 11921. The instrument was given to secure a debt.
4. [x] Section 11922. The conveyance is to a governmental entity or political subdivision.
5. \_\_\_ Section 11925. The transfer is between individuals and a legal entity, or between legal entities, and does not change the proportional interests held.
6. \_\_\_ Section 11926. The instrument is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
7. \_\_\_ Section 11926. The grantee is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
8. \_\_\_ Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
9. \_\_\_ Section 11930. The conveyance is an inter vivos gift\* or a transfer by death.
\*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.
10. \_\_\_ Section 11930. The conveyance is to the grantor's revocable living trust.
11. \_\_\_ Other (Include explanation and authority)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 31st day of August, 2015 at Newport Beach, CA.
City State

[Signature]
Signature of Affiant

Grace Kim
Printed Name of Affiant

Commonwealth Land Title Company
Name of Firm (if applicable)

4100 Newport Place Dr #120 Newport Beach, CA 92660
Address of Affiant

949-724-3141
Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here