

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

724



FROM: Economic Development Agency

SUBMITTAL DATE:
February 18, 2016

SUBJECT: Resolution No. 2016-045, Authorization to Purchase Equity Interests in Real Property Located in the City of Banning, CEQA Exempt, District 5, [\$600,000], CIP 100%, (Previously approved)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the purchase of the equity interests is exempt from California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061 (b)(3) and Section 15301, Class 1(a);
2. Adopt Resolution No. 2016-045, Authorization to Purchase an Equity Interest in Real Property from the Judicial Council of California, Administrative Offices of the Courts located at 135 North Alessandro Road in the City of Banning, contained within 2.179 acres, Assessor's Parcel Numbers 541-142-013 and 541-145-011 at a purchase price in the amount of \$543,330;

(Continued)

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	\$ 600,000	\$ 0	\$ 600,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: CIP 100% (previously approved)	Budget Adjustment: Yes
	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 Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: March 1, 2016
 xc: EDA, Recorder

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

Prev. Agn. Ref.: 3-20 of 04/10/07 District: 5 Agenda Number:
3-10 of 1/26/16

3-15

FORM APPROVED COUNTY COUNSEL 1/11/16
 BY: GREGORY P. PRIAMOS DATE
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Susana Garcia-Boban* 2/17/16
 Susana Garcia-Boban Environmental Concurrence
 REVIEWED BY CIP
 Ivan M. Chand 2/24/2016
 A-30 Positions Added Change Order
 4/5 Vote

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

Economic Development Agency

FORM 11: Resolution No. 2016-045, Authorization to Purchase Equity Interests in Real Property Located in the City of Banning, CEQA Exempt, District 5 [\$600,000], CIP 100%

DATE: February 18, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Approve the attached Equity Rights Purchase Agreement between the County of Riverside and the Judicial Council of California, Administrative Offices of the Courts (JCC) and authorize the Chairman of the Board to execute the documents on behalf of the County necessary to complete the purchase of the equity interests;
4. Approve the Agreement for the Termination of the Transfer and Joint Occupancy Agreements and Relinquishment of Equity Interest of the Banning Courthouse with the Judicial Council of California and authorize the Chairman to execute the agreement on behalf of the County;
5. 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;
6. Direct the Clerk of the Board to file a Notice of Exemption with the County Clerk within ~~5~~ 5 days of approval by the board; and
7. Approve and direct the Auditor Controller to make the budget adjustment as shown on Schedule A.

BACKGROUND:

Summary

Under the Trial Court Facilities Act of 2002 (Government Code Sections 70301 – 70404), the County and JCC (Parties) entered into the transfer and joint occupancy agreements dated April 10, 2007, which provided for the Banning CAC/Courthouse property to be transferred in fee title to the JCC at a future date. The agreements designated this Property as shared use by both Parties, granting each party their proportionate equity interest.

The JCC constructed a new Courthouse facility within close proximity to this location which opened in April, 2015. Under the agreements, the County possesses a first right of refusal for the JCC's equity interest. The County and JCC have been working cooperatively to pursue the disposition of the subject property under the act and agreements. The JCC desires to sell their interests, and the County desires to acquire interests.

By acquiring the JCC's interests in this location, the County benefits through retaining fee title and acquiring full, unrestricted use of the Property to serve the County's current and future needs. Furthermore, the transaction allows for the County to utilize the building in the transition of services in the area. Use of the building in this way will reduce the costs associated with moving and/or relocating County departments in the near and long term.

Due to the age of the building, the Real Estate Division has negotiated this acquisition at land value only, which will include the elimination of the County's obligation to provide Court Parking. The estimated value of the building, improvements and land is \$2,525,000. The appraised land value is solely \$900,000, of which 60.37% (\$543,330.) equity interest pertains to the JCC, and 39.63% (\$356,670.) equity interest pertains to the County. The equity interest purchase price would be the JCC's portion of \$543,330 (60.37%).

(Continued)

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

Economic Development Agency

FORM 11: Resolution No. 2016-045, Authorization to Purchase Equity Interests in Real Property Located in the City of Banning, CEQA Exempt, District 5 [\$600,000], CIP 100%

DATE: February 18, 2016

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

The purchase of equity interests in real property has been reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) and Section 15301, Existing Facilities, Class 1 (a) as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction merely involves the transfer of equity interest to the County.

On January 26, 2016, The Board of Supervisors adopted Resolution 2016-044, Notice of Intention to Purchase Equity Interests in Real Property from the JCC, located in the City of Banning, County of Riverside, State of California.

Resolution No. 2016-045, Equity Rights Purchase Agreement and the Termination of the Transfer and Joint Occupancy Agreements and Relinquishment of Equity Interest have been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

This transaction will preserve vital public services in their current location and within close proximity to the new courthouse facility. Additionally, businesses will continue to be patronized by the employees and visitors of these locations. The overall economic impact is the retention of jobs and services which benefit the community as a whole.

FINANCIAL DATA:

The following summarizes the funding necessary to acquire JCC's equity interests on Assessor's Parcel Numbers 541-142-013 and 541-145-011:

Purchase Price	\$ 543,330
Estimated Escrow and Closing Charges	\$ 2,994
Advertising Costs	\$ 1,500
Acquisition Administration	\$ 52,176
Total Estimated Acquisition Cost	\$ 600,000

EDA has already covered the costs for due diligence (preliminary title reports, appraisals) and will be reimbursed by the Executive Office. The remaining costs associated with the acquisition will be paid directly by the Executive Office. Any necessary budget adjustments will be brought forward under separate cover seeking authorization to purchase the real property. No additional County costs will be incurred as a result of this transaction.

Attachments:

Schedule A (Budget Adjustment)

Resolution No. 2016-045

Equity Rights Purchase Agreement

Termination of the Transfer and Joint Occupancy Agreements and Relinquishment of Equity Interest

Notice of Exemption

Aerial Image

Schedule A

Decrease appropriations:		
10000-1109000000-581000	Appropriation for contingencies	\$600,000
Increase unassigned fund balance:		
10000-1109000000-370100	Unassigned fund balance	600,000
Increase appropriations:		
10000-1101000000-551100	Contribution to other county funds	600,000
Use of unassigned fund balance:		
10000-1101000000-370100	Unassigned fund balance	600,000
Increase estimated revenues:		
30700-1104200000-790600	Contribution from other county funds	600,000
Increase appropriations:		
30700-1104200000-542020	Buildings	600,000

2
3 **RESOLUTION NO. 2016-045**

4 **AUTHORIZATION TO PURCHASE AN EQUITY INTEREST IN REAL PROPERTY**
5 **FROM THE JUDICIAL COUNCIL OF CALIFORNIA,**
6 **ADMINISTRATIVE OFFICES OF THE COURTS**
7 **LOCATED AT 135 NORTH ALESSANDRO ROAD,**
8 **CITY OF BANNING, COUNTY OF RIVERSIDE, CALIFORNIA**
9 (Assessor's Parcel Numbers 541-142-013 and 541-145-011)

10
11 **WHEREAS,** the County of Riverside ("County") currently holds fee title with a
12 shared equity interest with the Judicial Council of California, Administrative Offices of
13 the Courts ("JCC"), collectively, the "Parties," in the existing Banning County
14 Administrative Center/Courthouse ("CAC/Courthouse") and adjacent east parking lot
15 (Offsite Parking), collectively the "Properties," located at 135 North Alessandro Road,
16 in the City of Banning, County of Riverside, State of California, Assessor's Parcel
17 Numbers 541-142-013 and 541-145-011;

18 **WHEREAS,** the JCC desires to sell their equity interest in the Properties to the
19 County and the County desires to purchase from the JCC the JCC's equity interest in
20 the Properties pursuant to the terms of the Equity Rights Purchase Agreement; and

21 **WHEREAS,** the County has reviewed and determined that the purchase of the
22 equity interest is exempt from the California Environmental Quality Act ("CEQA")
23 pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301, Class 1 because it can
24 be seen with certainty that there is no possibility that the activity in question will have a
25 significant effect on the environment because the County is merely purchasing the
26 equity interest in real property from the JCC; now, therefore,

27 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the
28 Board of Supervisors of the County of Riverside ("Board"), in regular session

FORM APPROVED COUNTY COUNSEL
BY: *Sybil M. Gunzel* DATE: *1-6-14*
SYBIL M. GUNZEL

MAR 01 2016 3-15

1 assembled on or after March 1, 2016, at 9:00 a.m. or soon thereafter, in the meeting
2 room of the Board of Supervisors located on the 1st floor of the County Administrative
3 Center, 4080 Lemon Street, Riverside, California, based upon a review of the
4 evidence and information presented on the matter, as it relates to this acquisition, this
5 Board:

6 1. Has determined that the proposed acquisition project is categorically
7 exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and
8 15061(b)(3) because the County is merely purchasing an equity interest in the
9 Properties to continue the present use of the Properties and it can be seen with
10 certainty that there is no possibility that the activity in question will have a significant
11 effect on the environment; and

12 2. Authorizes the purchase from the Judicial Council of California (JCC), an
13 entity established by the Constitution of the State of California, the equity interest in
14 certain real property located in the City of Banning, County of Riverside, State of
15 California, identified with Riverside County Assessor's Parcel Numbers 541-142-013
16 and 541-145-011, more particularly described in Exhibit "A," attached hereto and
17 made a part hereof, consisting of approximately 2.179 acres of land, in the amount of
18 Five Hundred Forty-three Thousand and Three Hundred Thirty Dollars (\$543,330),
19 plus miscellaneous escrow, closing and due diligence costs in the approximate
20 amount of Fifty Seven Thousand Dollars (\$57,000), pursuant to terms and conditions
21 in that certain Equity Rights Purchase Agreement between the County and JCC.

22 BE IT FURTHER RESOLVED AND DETERMINED that this Board hereby
23 approves the Equity Rights Purchase Agreement and the Termination of Transfer and
24 Joint Occupancy Agreements and Relinquishment of Equity Interest (the "documents"),
25 and authorizes the Chairman of the Board of Supervisors to execute the documents on
26 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 of
5 Supervisors has given notice hereof pursuant to California Government Code Section
6 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.

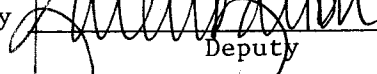
9 BE IT FURTHER RESOLVED AND DETERMINED that EDA/Real Estate
10 Division is to be reimbursement for all costs incurred related to the Equity Rights
11 Purchase. The amount to be reimbursed to EDA/Real Estate is not-to-exceed \$57,000
12 in due diligence expenses and staff time.

13
14 ROLL CALL:

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

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

20 KECIA HARPER-IHEM, Clerk of said Board

21 By 
22 Deputy

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Judicial Council of California
Real Estate and Facilities Management
Attention: Manager Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102-3688

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APNS: 541-142-013 and 541-145-011; County of Riverside

TERMINATION OF TRANSFER AND JOINT OCCUPANCY AGREEMENTS AND RELINQUISHMENT OF EQUITY INTEREST

This TERMINATION OF TRANSFER AND JOINT OCCUPANCY AGREEMENTS AND RELINQUISHMENT OF EQUITY INTEREST (this "**Termination**") is made and given on the 2nd day of May, 2016, by and between the County of Riverside ("**County**"), whose present address is 4080 Lemon Street, 4th Floor, Riverside, CA, 92501, and the Judicial Council of California, an entity established by the Constitution of the State of California ("**Council**"), whose present address is 455 Golden Gate Avenue, 8th Floor, San Francisco, CA, 94102-3688. The Council and the County each constitute a "Party" and collectively constitute the "Parties" to this Termination.

RECITALS

A. The County is the fee owner of the real property having the street address of 135 North Alessandro, Banning, CA, as more particularly described in Attachment "1" to this Termination ("**Real Property**"), and which is improved with the trial court facility commonly known as the Banning Courthouse (the "**Banning Courthouse**");

B. The Trial Court Facilities Act of 2002, Government Code §§ 70301, et seq. (SB 1732) (the "**Act**") provides for the transfer of responsibility for funding and operation of trial court facilities in the State of California (the "**State**") from the counties to the State, and recognizes certain "equity" rights (as that term is used in the Act) of the County and the Council in and to trial court facilities that are jointly occupied by a county and a trial court;

C. Judicial Council of California, Administrative Office of the Courts ("**AOC**") and County entered into that certain Transfer Agreement for the Transfer of Responsibility of the Banning Courthouse, dated April 10, 2007 ("**Transfer Agreement**"). On April 10, 2007, the AOC and County also entered into that certain

Court Facility: # 33-G-01; 33-G-02; 33-G-03
Banning Courthouse

Joint Occupancy Agreement for the Banning Courthouse (“JOA”), setting forth the terms governing the Parties’ respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property and their respective Equity rights in the Real Property;

D. On June 21, 2007, the County and the AOC recorded a Memorandum of Agreements as document number 2007-0406729 in the Official Records of Riverside County for the purpose of memorializing the existence of the Transfer Agreement and the JOA (“**Memorandum**”);

E. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any party;

F. Pursuant to California Rules of Court, Rule 10.81, all references to “Administrative Office of the Courts” or “AOC” in the Transfer Agreement and the Memorandum shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the Transfer Agreement and the Memorandum;

G. On March 1, ²⁰¹⁰~~2015~~, the County and the Council entered into an Equity Rights Purchase Agreement (“**Purchase Agreement**”) in which the Council agreed to release all of the Council’s equity interest in the Banning Courthouse in exchange for the consideration set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing promises, and for good and valuable consideration, the sufficiency of which is acknowledged, the County and the Council agree as follows:

1. Termination of Transfer and JOA Agreements; Relinquishment.

(a) The Council hereby fully and forever releases, relinquishes, waives, and surrenders to and for the benefit of the County, their respective successors and assigns, any and all right, title, and interest, of any and every kind, that the Council has or may have in and to the Banning Courthouse under or by virtue of the Act, the Transfer Agreement, or the JOA, including all rights, interests, and entitlement of the Council in the On-Site Parking Area and the Off-Site Parking Lot (“**Relinquishment**”).

(b) As a result of this Relinquishment, the County will be deemed to have purchased all rights, title, and interest that arise from the Act, including all “equity” interest (as that term is used in the Act), that the Council has, or may have, in and to the Real Property and the Banning Courthouse, including any parking which is associated with the Banning Courthouse, and the County shall no longer have any responsibility under section 4.1 of the Transfer Agreement to transfer fee title of the Real Property to the Council.

(c) As a result of this Relinquishment, the Real Property and the Banning Courthouse shall no longer be burdened by the Transfer Agreement, the JOA, or the Memorandum. Notwithstanding the preceding, Article 8 of the Transfer Agreement and Article 8 of the JOA shall survive termination and remain in full force and effect with respect to any claims that arose prior to the completion of the Equity Purchase until such time that the statute of limitations has expired. The Parties agree and acknowledge that despite the termination of the Transfer Agreement and the Joint Occupancy Agreement (“**Agreements**”), Article 8 of the Transfer Agreement and Article 8 of the JOA have been incorporated by referenced into this Termination and the Parties shall retain the Agreements until such time any of the continuing obligations are no longer in effect.

(d) The Parties acknowledge that the termination of the Transfer Agreement and the JOA will not impact the County’s continuing obligation to make County Facilities Payments pursuant to Section 6.1 of the Transfer Agreement and the Act notwithstanding the Equity Purchase by the County.

2. No Warranty or Recourse. The release and relinquishment given by the Council under section 1 of this Termination is made without warranty or recourse of any kind except that it warrants that while the Council was the managing entity of the Banning Courthouse Facility, it has not adversely affected the property in any way.

3. Acceptance. The County hereby accepts the foregoing release from the Council.

4. Miscellaneous.

4.1 Governing Law. This Termination and the related Relinquishment is made and given in the State of California and will be governed by the laws of the State of California without resort to choice of law principles.


4.2 Conditions. This Termination and the related Relinquishment will confer no rights and will impose no obligations on the State, the Council, or the County beyond those expressly provided in this Termination and the Purchase Agreement.

4.3 Severability. If any agreement, covenant, or term of this Termination is held by a court of competent jurisdiction to be invalid, void, or


unenforceable, in whole or in part, all agreements, covenants, and terms of this Release not held invalid, void, or enforceable will continue in full force and effect and will in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, the County and the Council have signed this Termination by its duly authorized representatives.


APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By: 
Name: Leslie G. Miessner
Title: Supervising Attorney
Date: 4/20/16


JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: MARTIN HOSHINO
Title: ADMINISTRATIVE DIRECTOR
Date: MAY 2, 2016

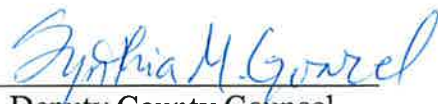
ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: 
Deputy
Date: MAR 01 2016

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

By: 
Name: John J. Benoit, Chairman
Title: Board of Supervisors
Date: MAR 01 2016

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel
Date: 1-6-16

SYNTHIA M. GUNZEL

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 March 1, 2016, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

JUDICIAL COUNCIL ACKNOWLEDGMENT

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 Sacramento

On May 2, 2016 before me, S.L. Brady, Notary Public, personally appeared Martin Koshing, 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 S.L. Brady



(Seal)

ATTACHMENT 1

LEGAL DESCRIPTION OF THE LAND

**LEGAL DESCRIPTION OF THE PARCEL ON WHICH BUILDING IS
LOCATED ON EFFECTIVE DATE**

THAT PORTION OF BLOCK 3 OF HATHAWAY ADDITION TO BANNING, AS SHOWN ON MAP THEREOF ON FILE IN BOOK 5, PAGE 14 OF MAPS, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF MURRAY STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF HAYS STREET, 50 FEET WIDE, SAID NORTHERLY LINE OF HAYS STREET BEING ALSO THE SOUTHERLY LINE OF THE NORTHERLY 2 FEET OF LOTS 11 AND 32 OF SAID BLOCK 3;

THENCE DUE EAST ALONG SAID NORTHERLY LINE OF HAYS STREET A DISTANCE OF 249.63 FEET TO THE WESTERLY LINE OF ALESSANDRO ROAD, 60 FEET WIDE;

THENCE NORTH 00° 10' 42" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 185.98 FEET;

THENCE NORTH 82° 44' 35" WEST A DISTANCE OF 33.00 FEET;

THENCE SOUTH 88° 18' 17" WEST A DISTANCE OF 32.00 FEET;

THENCE SOUTH 86° 36' 09" WEST A DISTANCE OF 78.00 FEET;

THENCE SOUTH 83° 27' 36" WEST A DISTANCE OF 43.64 FEET;

THENCE SOUTH 89° 58' 26" WEST A DISTANCE OF 37.97 FEET;

THENCE SOUTH 86° 41' 03" WEST A DISTANCE OF 26.12 FEET TO A POINT IN SAID EASTERLY LINE OF MURRAY STREET, 100 FEET WIDE, DISTANT 107.25 FEET SOUTHERLY ALONG SAID EASTERLY LINE FROM THE NORTHWEST CORNER OF LOT 21 IN SAID BLOCK 3;

THENCE SOUTH 00° 16' 52" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 178.09 FEET TO THE POINT OF BEGINNING;

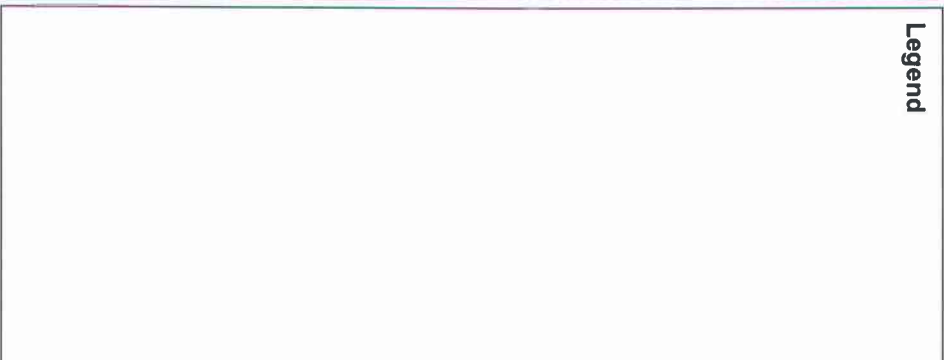
EXCEPTING THE UNDERLYING FEE INTEREST, IF ANY, IN AND TO ANY PORTIONS OF MURRAY STREET, HAYS STREET, AND ALESSANDRO ROAD APPURTENANT TO THE ABOVE DESCRIBED PROPERTY.

County Administrative Center/Courthouse & Parking Lot Map, Banning

APN's 541-142-013 & 541-145-011



Legend



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... 9/23/2015 8:38:22 AM

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Notes

Form 11

EQUITY RIGHTS PURCHASE AGREEMENT

This Equity Rights Purchase Agreement ("**Purchase Agreement**") is made and entered into by and between the Judicial Council of California, an entity established by the Constitution of the State of California ("**Council**"), and the County of Riverside, a political subdivision of the State of California ("**County**"). The Council and the County each constitute a "Party" and collectively constitute the "Parties" to this Purchase Agreement.

RECITALS

A. Judicial Council of California, Administrative Office of the Courts ("**AOC**") and County entered into that certain Transfer Agreement for the Transfer of Responsibility of the Banning Courthouse, dated April 10, 2007 ("**Transfer Agreement**"). The legal description of the real property relating to the Banning Courthouse Facility which is also sometimes referred to as the "Building," which has the street address of 135 North Alessandro Road, Banning, CA, 92220 ("**Real Property**"), is attached to this Purchase Agreement as **Exhibit "A."** On April 10, 2007, the AOC and County also entered into that certain Joint Occupancy Agreement for the Banning Courthouse ("**JOA**"), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property and their respective Equity rights in the Real Property;

B. On June 21, 2007, the County and the AOC recorded a Memorandum of Agreements as document number 2007-0406729 in the Official Records of Riverside County ("**Memorandum**") for the purpose of memorializing the existence of the Transfer Agreement and the JOA;

C. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the "Judicial Council" for the "Administrative Office of the Courts" or the "AOC" in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any party;

D. Pursuant to California Rules of Court, Rule 10.81, all references to "Administrative Office of the Courts" or "AOC" in the Transfer Agreement and the Memorandum shall be replaced by "Judicial Council" or "Council" with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the "Administrative Office of the Courts" or "AOC" in the Transfer Agreement and the Memorandum;

E. Pursuant to the JOA, as of the Effective Date, the County has 39.63% Equity interest in the Real Property, and the Judicial Council has 60.37% Equity interest in the Real Property;

F. As provided for in sections 5.1.3 and 5.4 of the JOA, the County desires to acquire and Council desires to sell all of the Council's Equity Rights (defined below) in the Real Property pursuant to the terms and conditions of this Purchase Agreement;

G. Concurrent with the Equity Purchase, the Council will relinquish the Council's Equity Rights in the Real Property and the Parties will terminate the Transfer Agreement and the JOA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Council do hereby agree as follows:

1. DEFINITIONS

"Compensation" means the amount paid by the County to the Council in exchange for the Council's Equity Rights which is Five Hundred Forty-three Thousand and Three Hundred Thirty Dollars (\$543,330).

"Effective Date" means the date this Purchase Agreement is signed by the last Party to sign.

"Equity Purchase" means the County's purchase of the Council's Equity Rights.

"Council's Equity Rights" means (1) all rights, interests, and entitlement of the Council in and to the 16,328 square feet of space in the Building that is occupied exclusively by the Council on the Effective Date, and which space comprises approximately 60.37% of the exclusive use area of the Building, as depicted on **Exhibit "B"** attached to this Purchase Agreement, (2) all non-exclusive rights, interests, and entitlement of the Council in and to the Common Area, and (3) all rights, interests, and entitlement of the Council in the On-Site Parking Area and the Off-Site Parking Lot.

2. TERMS OF COUNCIL'S EQUITY RIGHTS

2.1 Consideration. The Parties agree that the Compensation for the Equity Purchase shall be Five Hundred Forty-three Thousand and Three Hundred Thirty Dollars (\$543,330).

2.2 Rights and Responsibilities. Upon completion of the Equity Purchase, Council will no longer have any Equity in the Real Property or the Off-Site Parking Lot. As set forth in section 3 below, the Parties agree that concurrent with the Equity Purchase, the Parties will execute and record the Termination of Transfer and Joint Occupancy Agreements and Relinquishment of Equity Interest (“**Termination Agreement**”) in substantially the same form as attached to this Purchase Agreement as **Exhibit “C”** at which point the Transfer Agreement and the JOA shall be terminated in accordance with the terms and conditions of the Termination Agreement and the Real Property and the Building shall no longer be burdened by the Transfer Agreement, the JOA, or the Memorandum. Notwithstanding the preceding, Article 8 of the Transfer Agreement and Article 8 of the JOA shall survive termination and remain in full force and effect with respect to any claims that arose prior to the completion of the Equity Purchase until such time that the statute of limitations have expired. In addition, the Parties acknowledge that the termination of the Transfer Agreement and the JOA will not impact the County’s continuing obligation to make County Facilities Payments as set forth in Section 6.1 of the Transfer Agreement and required pursuant to the Trial Court Facilities Act of 2002, Government Code §§ 70301, et seq. (SB 1732) notwithstanding the Equity Purchase by the County. The Parties further agree that upon completion of the Equity Purchase, the County shall no longer have any responsibility under section 4.1 of the Transfer Agreement to transfer fee title of the Real Property to the Council. The Parties agree and acknowledge that despite the termination of the Transfer Agreement and the Joint Occupancy Agreement (collectively, the “**Agreements**”), Article 8 of the Transfer Agreement and Article 8 of the JOA have been incorporated by reference into this Purchase Agreement and the Parties shall retain the Agreements until such time any of the continuing obligations are no longer in effect.

2.3 Representations and Warranties. Each Party makes the following representations and warranties to the other to the best of its knowledge after reasonable investigation and inquiry:

2.3.1 The Compensation is equal to the fair market value of the Council’s Equity Rights in the Real Property;

2.3.2 The person who has signed this Purchase Agreement on behalf of the Party has been duly authorized and empowered, by a resolution or other formal action of the Party, to sign this Purchase Agreement on its behalf, and no other or further approval or consent is required to authorize or empower the Party to enter into and perform this Purchase Agreement;

2.3.3 This Purchase Agreement, including without limitation, the Termination Agreement, do not and will not violate any agreement, obligation, or court order by which the Party is bound or to which it or its assets is subject; and

2.3.4 Council, as managing entity of the Banning Courthouse Facility, represents and warrants that for the duration of the Transfer Agreement and the JOA, that Council by and through its employees, agents and representatives, has not substantially or detrimentally changed the condition of the Property while Council managed the Property.

3. CLOSING THE EQUITY PURCHASE TRANSACTION

3.1 Delivery of Signed Purchase Agreement. The last party to sign this Purchase Agreement must deliver to the other party, within five (5) business days after signing, two fully-signed originals of this Purchase Agreement.

3.2 Payment of Compensation. Within sixty (60) days following the Effective Date of this Purchase Agreement, County shall pay the Compensation to the Council via a check made payable to: The State of California, Judicial Council of California, which shall be sent to: Judicial Council of California, Attn: Joanne Lee, Accounting/Finance Division, 455 Golden Gate Avenue, San Francisco, California 94102-3688 and shall reference Judicial Council of California Facility Nos. 33-G-01; 33-G-02; 33-G-03.”

3.3 When the Equity Purchase Takes Effect. The Equity Purchase will be effective and deemed consummated immediately and automatically upon the County’s payment of the Compensation to the Council, whether or not the Court has then vacated the Real Property.

3.4 When Council Must Vacate the Real Property. The Council (including the Court) must vacate the Real Property within sixty (60) days following the Effective Date of this Purchase Agreement.

3.5 Delivery and Recordation of Termination Agreement. After receiving the Compensation, Council shall execute the Termination Agreement and, within thirty (30) days of receipt of the Compensation, Council shall provide its executed copy of the Termination Agreement to the County. Upon receipt of the Termination Agreement, the County will cause the Termination Agreement to be recorded in the Official Records of Riverside County with respect to the Real Property and provide the Council with a conformed copy of the recorded Termination Agreement.

4. MISCELLANEOUS

4.1 Dispute Resolution. Any dispute between the Parties concerning this Purchase Agreement must be resolved based on the terms for “Dispute Resolution” formerly contained in section 11 of the Transfer Agreement, which has been revised and updated for this Purchase Agreement and included in **Exhibit “D”** attached hereto and incorporated herein.

4.2 Amendments. This Purchase Agreement may be amended only by written agreement signed by both of the Parties.

4.3 Waivers. No waiver of any provision of this Purchase Agreement will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of any breach of this Purchase Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Purchase Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

4.4 Binding Effect. This Purchase Agreement binds the Parties and their permitted successors and assigns.

4.5 Governing Law. This Purchase Agreement, and the Parties' performance under this Purchase Agreement, will be exclusively governed by the laws of the State without regard to its conflict of law provisions.

4.6 Construction. The headings used in this Purchase Agreement are for convenience only and will not affect the meaning or interpretation of this Purchase Agreement. This Purchase Agreement will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

4.7 Integration. This Purchase Agreement and the Termination Agreement contain the entire agreement of the Parties with respect to the Equity Purchase, and supersede all previous and concurrent communications, understandings, and agreements, whether verbal, written, express, or implied, between the Parties concerning the subject matter hereof.

4.8 Severability. If any term of this Purchase Agreement is inconsistent with applicable law, then upon the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with applicable law, but all parts of this Purchase Agreement not affected by the inconsistency will remain in full force and effect.

4.9 Notices. Any notices or other communications to be sent by one Party to the other under this Purchase Agreement shall be sent and deemed received in accordance with the "Notices" provision formerly contained in section 12 of the Transfer Agreement, which has been revised and updated for this Purchase Agreement and included in **Exhibit "D"** attached hereto and incorporated herein.

4.10 Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to: (1) implement the terms and provisions set forth in this Purchase Agreement; and (2) consummate the transactions contemplated herein, and will execute any further agreements and document and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this Purchase Agreement. The Parties further agree to cooperate reasonably and in good faith with one another with respect to obtaining any third party approvals or consent that may be required with respect to this Purchase Agreement and to negotiate in good faith with respect to any alternative language or alternative provisions in any amendment to this Purchase Agreement or any additional documents that might be necessary in order to obtain any such third party approval or consent.

IN WITNESS WHEREOF, the Parties have signed this Purchase Agreement.

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By: Leslie G. Miessner
Name: Leslie G. Miessner
Title: Supervising Attorney
Date: 9/15/15

JUDICIAL COUNCIL OF CALIFORNIA

By: Curt Soderlund
Name: Curt Soderlund
Title: Chief Administrative Officer
Date: 9-17-15

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: Kecia Harper-Ihem
Deputy
Date: MAR 01 2016

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

By: John J. Benoit
Name: John J. Benoit, Chairman
Title: Board of Supervisors
Date: MAR 01 2016

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Deputy County Counsel
Date: 1-6-16
SYNTHIA M. GUNZEL

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

**LEGAL DESCRIPTION OF THE PARCEL ON WHICH BUILDING IS
LOCATED ON EFFECTIVE DATE**

THAT PORTION OF BLOCK 3 OF HATHAWAY ADDITION TO BANNING, AS SHOWN ON MAP THEREOF ON FILE IN BOOK 5, PAGE 14 OF MAPS, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF MURRAY STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF HAYS STREET, 50 FEET WIDE, SAID NORTHERLY LINE OF HAYS STREET BEING ALSO THE SOUTHERLY LINE OF THE NORTHERLY 2 FEET OF LOTS 11 AND 32 OF SAID BLOCK 3;

THENCE DUE EAST ALONG SAID NORTHERLY LINE OF HAYS STREET A DISTANCE OF 249.63 FEET TO THE WESTERLY LINE OF ALESSANDRO ROAD, 60 FEET WIDE;

THENCE NORTH 00° 10' 42" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 185.98 FEET;

THENCE NORTH 82° 44' 35" WEST A DISTANCE FO 33.00 FEET;

THENCE SOUTH 88° 18' 17" WEST A DISTANCE OF 32.00 FEET;

THENCE SOUTH 86° 36' 09" WEST A DISTANCE OF 78.00 FEET;

THENCE SOUTH 83° 27' 36" WEST A DISTANCE OF 43.64 FEET;

THENCE SOUTH 89° 58' 26" WEST A DISTANCE OF 37.97 FEET;

THENCE SOUTH 86° 41' 03" WEST A DISTANCE OF 26.12 FEET TO A POINT IN SAID EASTERLY LINE OF MURRAY STREET, 100 FEET WIDE, DISTANT 107.25 FEET SOUTHERLY ALONG SAID EASTERLY LINE FROM THE NORTHWEST CORNER OF LOT 21 IN SAID BLOCK 3;

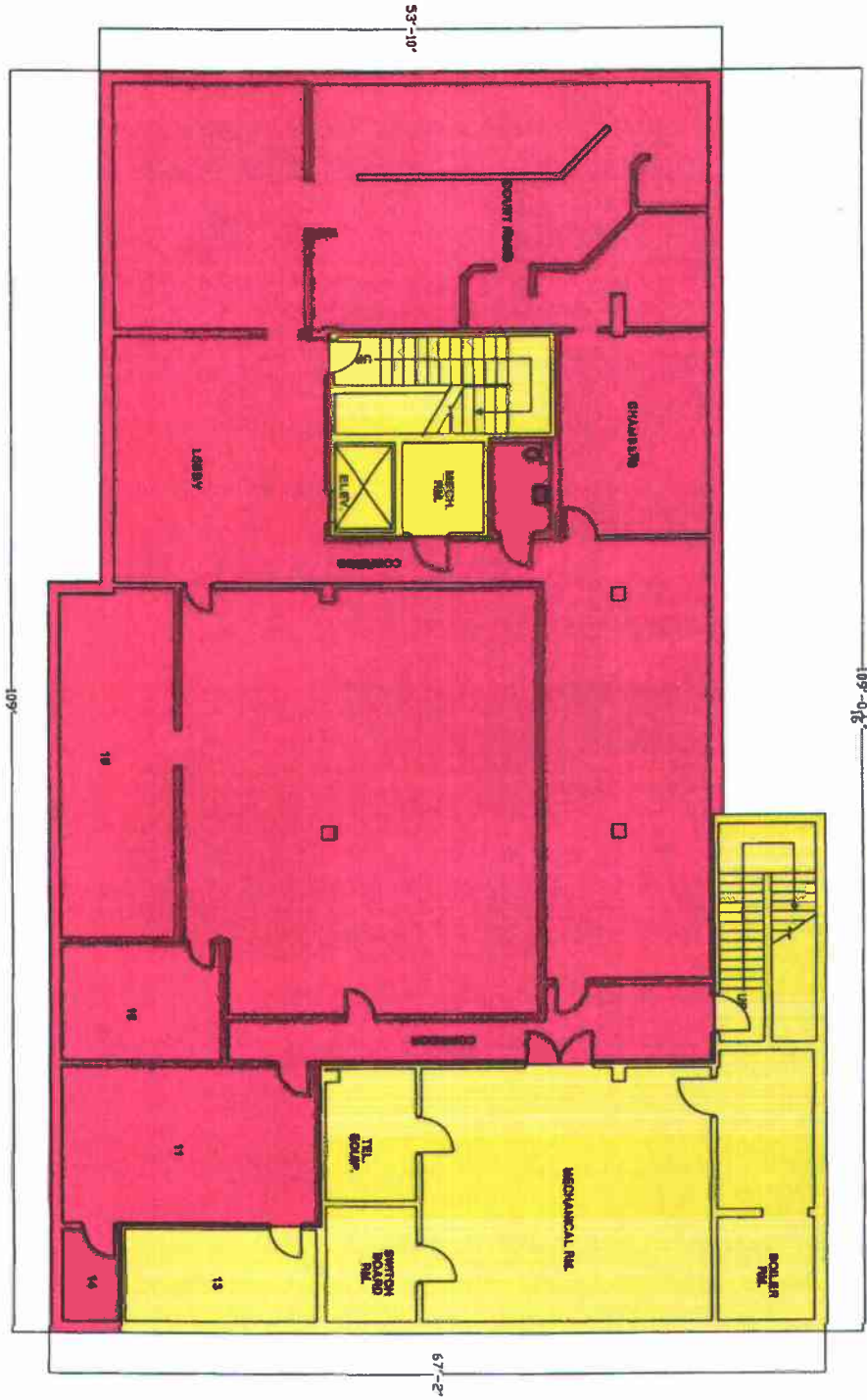
THENCE SOUTH 00° 16' 52" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 178.09 FEET TO THE POINT OF BEGINNING;

EXCEPTING THE UNDERLYING FEE INTEREST, IF ANY, IN AND TO ANY PORTIONS OF MURRAY STREET, HAYS STREET, AND ALESSANDRO ROAD APPURTENANT TO THE ABOVE DESCRIBED PROPERTY.

EXHIBIT "B"
JUDICIAL COUNCIL'S EQUITY INTEREST
and
FLOOR PLANS

BASEMENT PLAN

SCALE: No Scale



SPACE MANAGEMENT LEGEND		
DEPARTMENT	COLOR	SQ. FT.
Common Core	Yellow	1,867
Courts	Red	4,888
Total SF		6,555

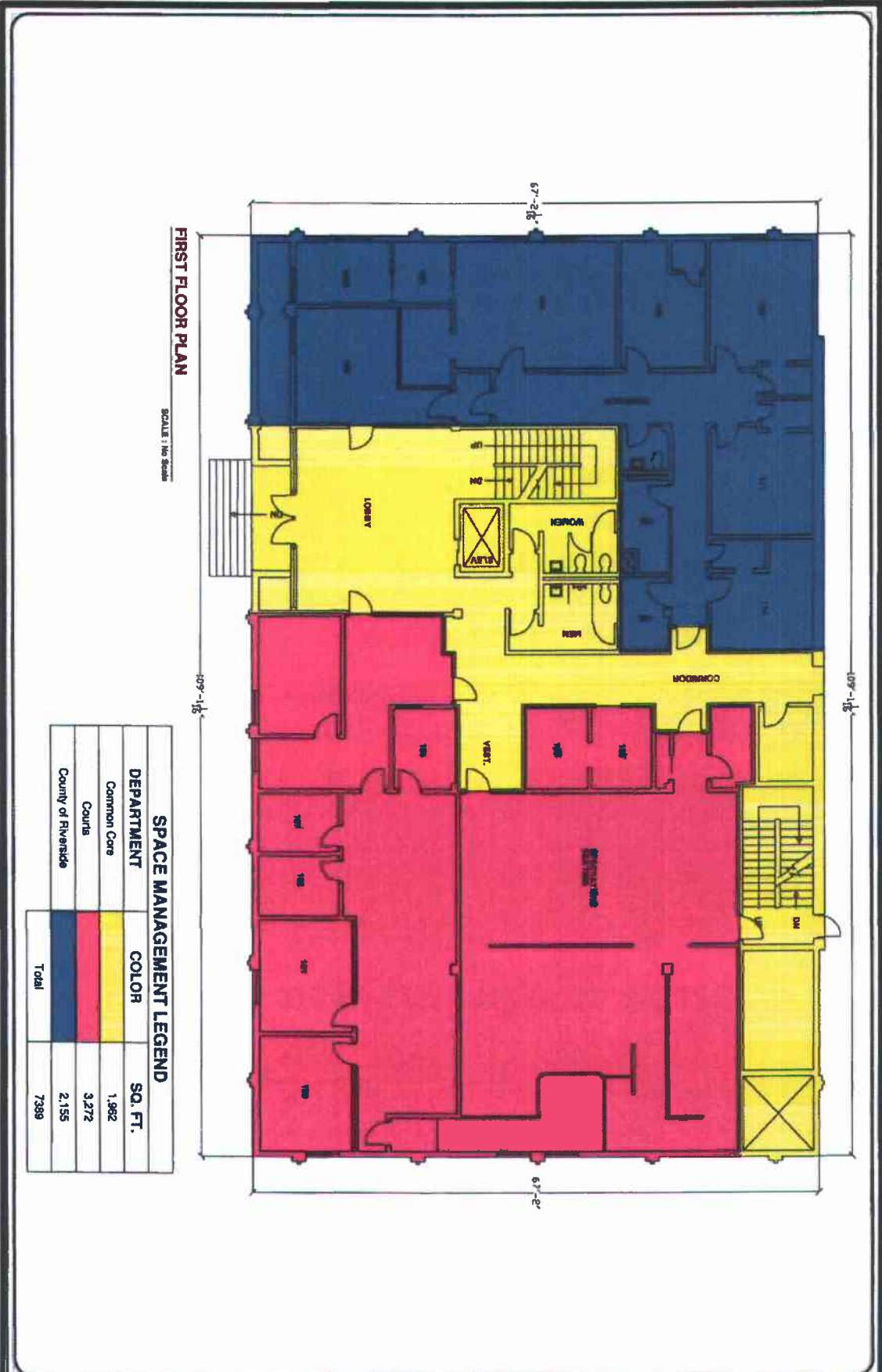
NO.	DATE	BY	DESCRIPTION


 DEPARTMENT OF FACILITIES MANAGEMENT
 DIVISION OF DESIGN & CONSTRUCTION
COUNTY OF RIVERSIDE
1000 MAIN STREET, RIVERSIDE, CA 92501

BA101
BANING CAC
COUNTY OF RIVERSIDE
255 E. HAYES STREET
RIVERSIDE CA

SHEET NUMBER
A-110.1

SHEET TITLE: BASEMENT FLOOR PLAN



SPACE MANAGEMENT LEGEND

DEPARTMENT	COLOR	SQ. FT.
Common Core	Yellow	1,962
Courts	Pink	3,272
County of Riverside	Blue	2,155
Total		7,389

NO.	DATE	BY	DESCRIPTION

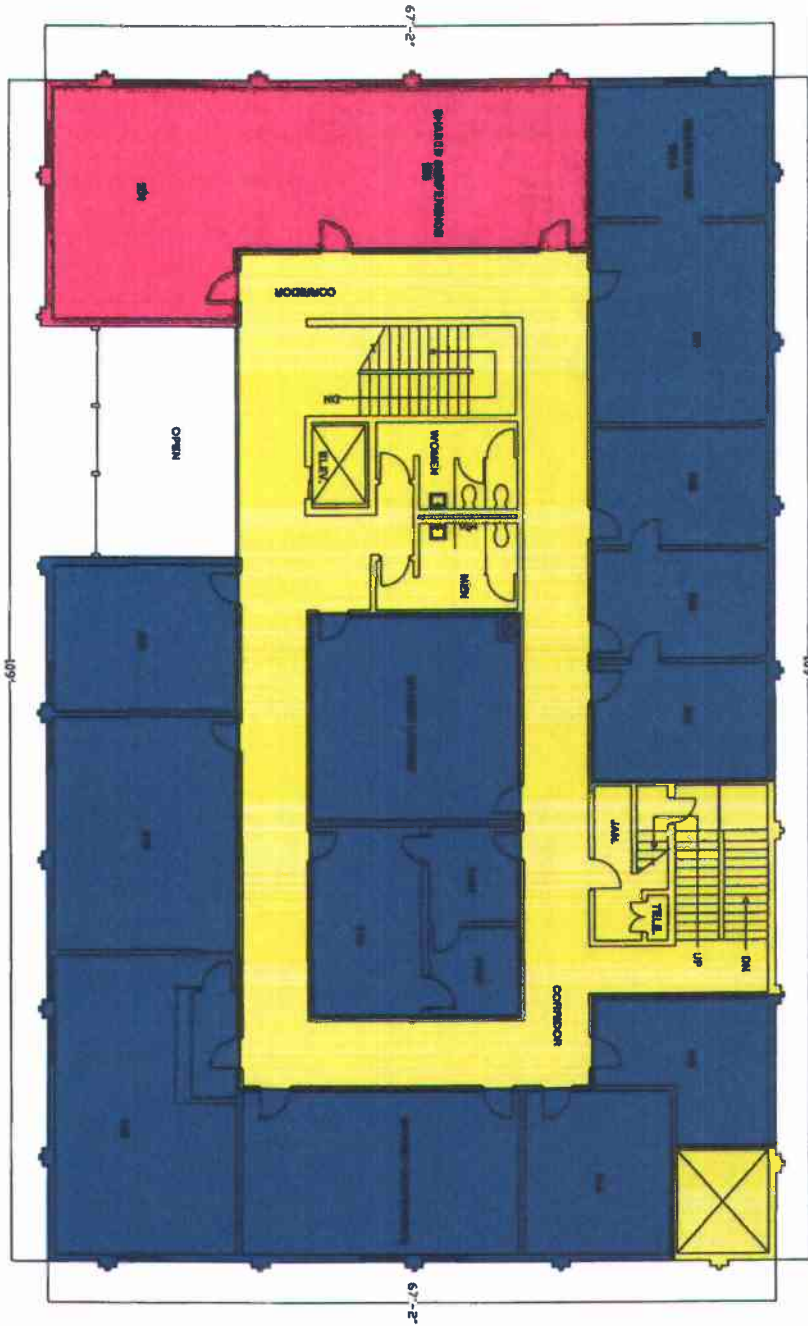


BA101
 COUNTY OF RIVERSIDE
 BANING CAC
 135 ALESSANDRO RD
 BANNING CA

DATE	BY	DESCRIPTION

SHEET NUMBER
A-111.1

SHEET TITLE: FIRST FLOOR



SECOND FLOOR PLAN

SCALE: NO SCALE

DEPARTMENT	COLOR	SQ. FT.
Common Core	Yellow	2,221
Courts	Red	921
County of Riverside	Blue	3,823
Total		6,965

NO.	REVISION	DATE

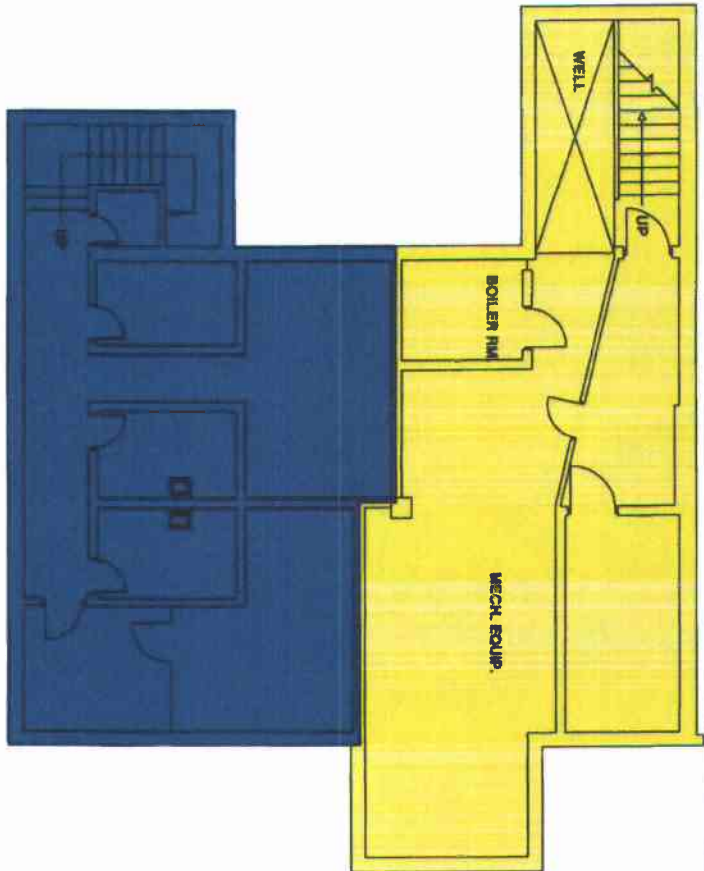


**BA101W
BANING CAC
135 ALESSANDRO RD**

SHEET TITLE: SECOND FLOOR

PROJECT NO.	3807	SHEET NO.	14 OF 22
DATE	NO SCALE	PROJECT NO.	A-112.1
SCALE		DATE	
PROJECT NAME		PROJECT NO.	
PROJECT NO.		PROJECT NO.	
PROJECT NO.		PROJECT NO.	

PROJECT DESIGNER: FACILITIES MANAGEMENT



BASEMENT FLOOR PLAN BLDG. # 101

SPACE MANAGEMENT LEGEND		
DEPARTMENT	COLOR	SQ. FT.
Common Core	Yellow	1085
County Of Riverside	Dark Blue	1050

NO.	DATE	DESCRIPTION

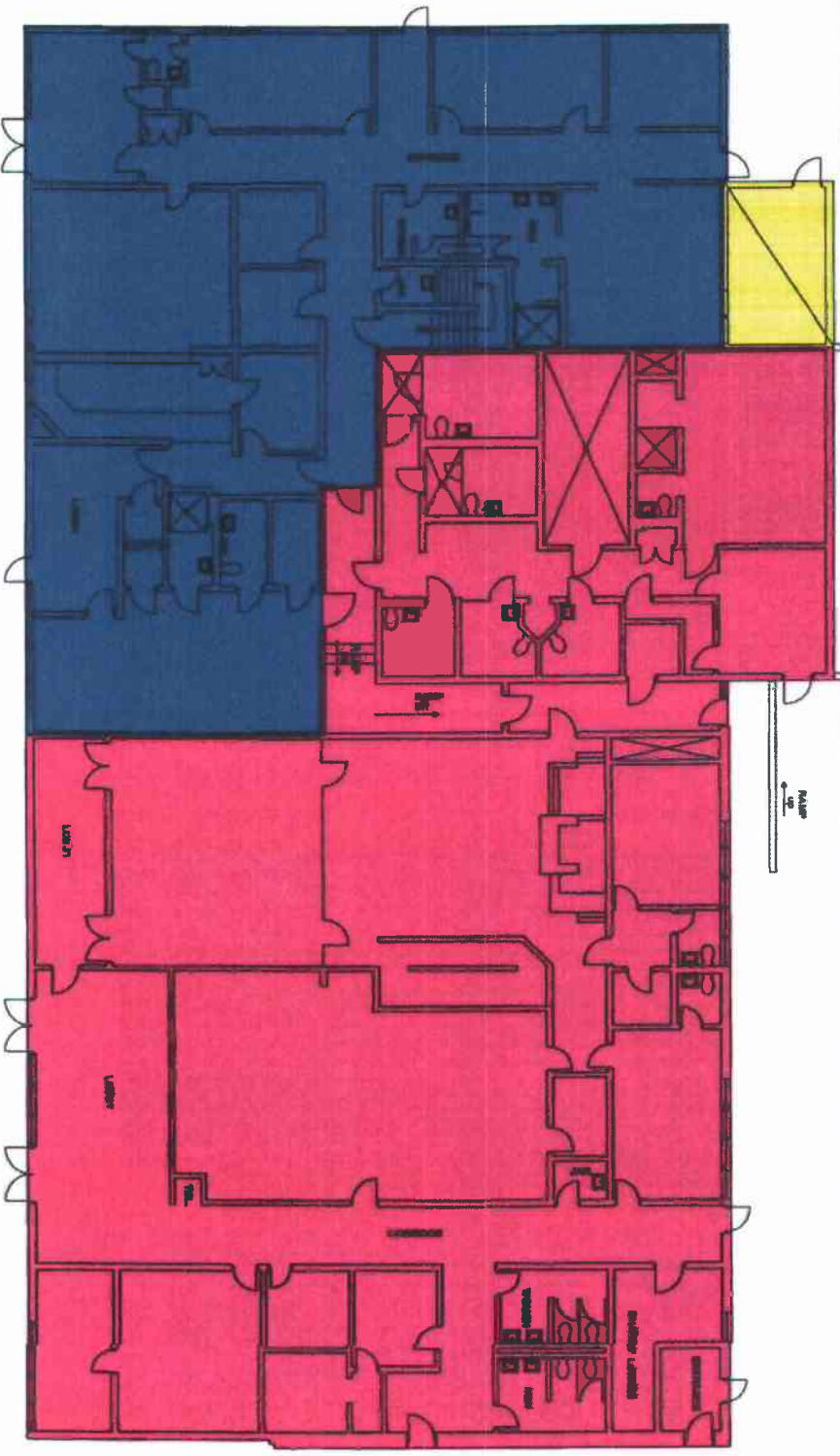


BA101W
COUNTY OF RIVERSIDE
BANING CAC
255 E. HAYES STREET
BANNING CA

PROJECT #	DATE	SHEET NUMBER
		A-111.1
SCALE	PROJECT #	

SHEET TITLE: SHEET TITLE

FIRST FLOOR PLAN BLDG. # 101



SPACE MANAGEMENT LEGEND		
DEPARTMENT	COLOR	SQ. FT.
Common Core		194
Courts		7,247
County of Riverside		3,691

NO.	DATE	DESCRIPTION



BA101W
COUNTY OF RIVERSIDE
BANING CAC
255 E. HAYES STREET
BANNING CA

DATE		SHEET NUMBER
BY		
NO. SCALE		A-111.1
PROJECT NUMBER		
PROJECT NAME		
PROJECT LOCATION		
PROJECT OWNER		
PROJECT MANAGER		

SHEET TITLE: First Floor plan

Banning Square Footage Breakdown

BA101-135 Alessandro Rd

<u>Basement Floor:</u>	Common Core	1,667
	Courts	4,888
	<u>Total</u>	6,555

<u>First Floor:</u>	Common Core	1,962
	Courts	3,272
	County of Riverside	2,155
	<u>Total</u>	7,389

<u>Second Floor:</u>	Common Core	2,221
	Courts	921
	County of Riverside	3,823
	<u>Total</u>	6,965

BA101	Total	20,909
-------	-------	--------

BA101W-255 E Hayes Street

<u>Basement Floor:</u>	Common Core	1,085
	County of Riverside	1,050
	<u>Total</u>	2,135

<u>First Floor:</u>	Common Core	194
	Courts	7,247
	County of Riverside	3,691
	<u>Total</u>	11,132

BA101W	Total	13,267
--------	-------	--------

Total Building Square Footage:

With Common Core	34,176
Without Common Core	27,047

Totals by occupancy:

Courts	16,328
County of Riverside	10,719
Common Core	7,129

Banning Square Footage Breakdown

Percentages without Common Core:

Courts	60.37 %
County Of Riverside	39.63 %

Calculations per Department to include Common Core:

Courts:

$$16,328 / 27,047 = 60.36\% * 7,129 = 4,303 + 16,328 = 20,631$$

County Of Riverside

$$10,719 / 27,047 = 39.64\% * 7,129 = 2,825 + 10,719 = 13,544$$

Percentage with Common Core:

Courts	60.36%
County of Riverside:	39.64%

EXHIBIT "C"
FORM OF TERMINATION AGREEMENT

FORM OF TERMINATION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Judicial Council of California
Real Estate and Facilities Management
Attention: Manager Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102-3688

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APNS: 541-142-013 and 541-145-011; County of Riverside

TERMINATION OF TRANSFER AND JOINT OCCUPANCY AGREEMENTS AND RELINQUISHMENT OF EQUITY INTEREST

This TERMINATION OF TRANSFER AND JOINT OCCUPANCY AGREEMENTS AND RELINQUISHMENT OF EQUITY INTEREST (this "**Termination**") is made and given on the ____ day of _____, 2015, by and between the County of Riverside ("**County**"), whose present address is 4080 Lemon Street, 4th Floor, Riverside, CA, 92501, and the Judicial Council of California, an entity established by the Constitution of the State of California ("**Council**"), whose present address is 455 Golden Gate Avenue, 8th Floor, San Francisco, CA, 94102-3688. The Council and the County each constitute a "Party" and collectively constitute the "Parties" to this Termination.

RECITALS

A. The County is the fee owner of the real property having the street address of 135 North Alessandro, Banning, CA, as more particularly described in Attachment "1" to this Termination ("**Real Property**"), and which is improved with the trial court facility commonly known as the Banning Courthouse (the "**Banning Courthouse**");

B. The Trial Court Facilities Act of 2002, Government Code §§ 70301, et seq. (SB 1732) (the "**Act**") provides for the transfer of responsibility for funding and operation of trial court facilities in the State of California (the "**State**") from the counties to the State, and recognizes certain "equity" rights (as that term is used in the Act) of the County and the Council in and to trial court facilities that are jointly occupied by a county and a trial court;

C. Judicial Council of California, Administrative Office of the Courts ("**AOC**") and County entered into that certain Transfer Agreement for the Transfer of Responsibility of the Banning Courthouse, dated April 10, 2007 ("**Transfer Agreement**"). On April 10, 2007, the AOC and County also entered into that certain

Joint Occupancy Agreement for the Banning Courthouse (“**JOA**”), setting forth the terms governing the Parties’ respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property and their respective Equity rights in the Real Property;

D. On June 21, 2007, the County and the AOC recorded a Memorandum of Agreements as document number 2007-0406729 in the Official Records of Riverside County for the purpose of memorializing the existence of the Transfer Agreement and the JOA (“**Memorandum**”);

E. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any party;

F. Pursuant to California Rules of Court, Rule 10.81, all references to “Administrative Office of the Courts” or “AOC” in the Transfer Agreement and the Memorandum shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the Transfer Agreement and the Memorandum;

G. On _____, 2015, the County and the Council entered into an Equity Rights Purchase Agreement (“**Purchase Agreement**”) in which the Council agreed to release all of the Council’s equity interest in the Banning Courthouse in exchange for the consideration set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing promises, and for good and valuable consideration, the sufficiency of which is acknowledged, the County and the Council agree as follows:

1. Termination of Transfer and JOA Agreements; Relinquishment.

(a) The Council hereby fully and forever releases, relinquishes, waives, and surrenders to and for the benefit of the County, their respective successors and assigns, any and all right, title, and interest, of any and every kind, that the Council has or may have in and to the Banning Courthouse under or by virtue of the Act, the Transfer Agreement, or the JOA, including all rights, interests, and entitlement of the Council in the On-Site Parking Area and the Off-Site Parking Lot (“**Relinquishment**”).

(b) As a result of this Relinquishment, the County will be deemed to have purchased all rights, title, and interest that arise from the Act, including all "equity" interest (as that term is used in the Act), that the Council has, or may have, in and to the Real Property and the Banning Courthouse, including any parking which is associated with the Banning Courthouse, and the County shall no longer have any responsibility under section 4.1 of the Transfer Agreement to transfer fee title of the Real Property to the Council.

(c) As a result of this Relinquishment, the Real Property and the Banning Courthouse shall no longer be burdened by the Transfer Agreement, the JOA, or the Memorandum. Notwithstanding the preceding, Article 8 of the Transfer Agreement and Article 8 of the JOA shall survive termination and remain in full force and effect with respect to any claims that arose prior to the completion of the Equity Purchase until such time that the statute of limitations has expired. The Parties agree and acknowledge that despite the termination of the Transfer Agreement and the Joint Occupancy Agreement ("**Agreements**"), Article 8 of the Transfer Agreement and Article 8 of the JOA have been incorporated by referenced into this Termination and the Parties shall retain the Agreements until such time any of the continuing obligations are no longer in effect.

(d) The Parties acknowledge that the termination of the Transfer Agreement and the JOA will not impact the County's continuing obligation to make County Facilities Payments pursuant to Section 6.1 of the Transfer Agreement and the Act notwithstanding the Equity Purchase by the County.

2. No Warranty or Recourse. The release and relinquishment given by the Council under section 1 of this Termination is made without warranty or recourse of any kind except that it warrants that while the Council was the managing entity of the Banning Courthouse Facility, it has not adversely affected the property in any way.

3. Acceptance. The County hereby accepts the foregoing release from the Council.

4. Miscellaneous.

4.1 Governing Law. This Termination and the related Relinquishment is made and given in the State of California and will be governed by the laws of the State of California without resort to choice of law principles.

4.2 Conditions. This Termination and the related Relinquishment will confer no rights and will impose no obligations on the State, the Council, or the County beyond those expressly provided in this Termination and the Purchase Agreement.

4.3 Severability. If any agreement, covenant, or term of this Termination is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, in whole or in part, all agreements, covenants, and terms of this Release not held invalid, void, or enforceable will continue in full force and effect and will in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, the County and the Council have signed this Termination by its duly authorized representatives.

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: Leslie G. Miessner
Title: Supervising Attorney
Date: _____

By: _____
Name: Curt Soderlund
Title: Chief Administrative Officer
Date: _____

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

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

By: _____
Deputy
Date: _____

By: _____
Name: Marion Ashley
Title: Chairman, Board of Supervisors
Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel
Date: _____

ATTACHMENT 1

LEGAL DESCRIPTION OF THE LAND

**LEGAL DESCRIPTION OF THE PARCEL ON WHICH BUILDING IS
LOCATED ON EFFECTIVE DATE**

THAT PORTION OF BLOCK 3 OF HATHAWAY ADDITION TO BANNING, AS SHOWN ON MAP THEREOF ON FILE IN BOOK 5, PAGE 14 OF MAPS, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF MURRAY STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF HAYS STREET, 50 FEET WIDE, SAID NORTHERLY LINE OF HAYS STREET BEING ALSO THE SOUTHERLY LINE OF THE NORTHERLY 2 FEET OF LOTS 11 AND 32 OF SAID BLOCK 3;

THENCE DUE EAST ALONG SAID NORTHERLY LINE OF HAYS STREET A DISTANCE OF 249.63 FEET TO THE WESTERLY LINE OF ALESSANDRO ROAD, 60 FEET WIDE;

THENCE NORTH 00° 10' 42" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 185.98 FEET;

THENCE NORTH 82° 44' 35" WEST A DISTANCE FO 33.00 FEET;
THENCE SOUTH 88° 18' 17" WEST A DISTANCE OF 32.00 FEET;
THENCE SOUTH 86° 36' 09" WEST A DISTANCE OF 78.00 FEET;
THENCE SOUTH 83° 27' 36" WEST A DISTANCE OF 43.64 FEET;
THENCE SOUTH 89° 58' 26" WEST A DISTANCE OF 37.97 FEET;

THENCE SOUTH 86° 41' 03" WEST A DISTANCE OF 26.12 FEET TO A POINT IN SAID EASTERLY LINE OF MURRAY STREET, 100 FEET WIDE, DISTANT 107.25 FEET SOUTHERLY ALONG SAID EASTERLY LINE FROM THE NORTHWEST CORNER OF LOT 21 IN SAID BLOCK 3;

THENCE SOUTH 00° 16' 52" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 178.09 FEET TO THE POINT OF BEGINNING;

EXCEPTING THE UNDERLYING FEE INTEREST, IF ANY, IN AND TO ANY PORTIONS OF MURRAY STREET, HAYS STREET, AND ALESSANDRO ROAD APPURTENANT TO THE ABOVE DESCRIBED PROPERTY.

JUDICIAL COUNCIL ACKNOWLEDGMENT

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 _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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 _____

(Seal)

COUNTY ACKNOWLEDGMENT

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 _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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 _____

(Seal)

EXHIBIT "D"

FORM OF DISPUTE RESOLUTION AND NOTICES

FORM OF DISPUTE RESOLUTION AND NOTICES

11. DISPUTE RESOLUTION

11.1 Unassisted Negotiation: Mediation. In the event of a dispute between the Parties relating to performance of the Parties' obligations under this Agreement, or any aspect of the transactions contemplated in this Agreement, the County Executive Officer and a Director or an Assistant Director of the Judicial Council's Real Estate & Facilities Management, or their respective designees, must meet to discuss a resolution to the dispute. Any designee appointed must have the authority to negotiate for and to effectively recommend settlement to, the Party that he or she represents. If the Parties cannot resolve their dispute within 30 calendar days through that unassisted negotiation, they will attempt to resolve the dispute by mediation under this section 11.1.

11.1.1 Initiation of Mediation. Either or both of the Parties may request the initiation of mediation for any dispute described in section 11.1 by delivering a written request for mediation ("**Mediation Request**") to the other Party. The Mediation Request must (1) include a brief summary of the issues in dispute, (2) state the dates on which the requesting Party is unavailable to attend the mediation within the immediately-succeeding 90 calendar days after the delivery to the other Party of the Mediation Request, and (3) list at least three neutral mediators who are acceptable to the requesting Party for mediation of the dispute. Within five business days after the requesting Party's delivery of a Mediation Request to the other Party, the responding ("**Mediation Response**"), which must: (a) include a brief summary of the issues in dispute (which may or may not be the same as the summary provided by the requesting Party); (b) state the dates on which the responding Party is unavailable to attend the mediation within the 85 calendar days immediately following the requesting Party's receipt of the Mediation Response; and (c) state whether any of the neutral mediators listed in the Mediation Request are acceptable to the responding Party and, if none are, then the Mediation Response must list at least three neutral mediators who are acceptable to the responding Party.

11.1.2 Selection of Mediator. Within ten calendar days after delivery to the requesting Party of the Mediation Response, the Parties will attempt in good faith to agree upon a neutral mediator to preside over the mediation. The mediator must be a person knowledgeable in the provisions of the Act and with a reasonable degree of experience and expertise with the Transfers contemplated in the Act. The mediator must have no current or prior involvement with either Party in the negotiations between the Parties related to the Act or any of the court facility transfers provided for in the Act, and will discharge his or her duties impartially and as a neutral, independent participant to the mediation process to assist the Parties to achieve a settlement and compromise of their dispute, taking into consideration the relevant

facts, applicable law and the pertinent provisions of any relevant agreement between the County and the Judicial Council.

11.1.3 Cost of Mediation. The Parties will share equally in payment of all costs of the mediation, including the compensation of the mediator. The Parties and the mediator must reach a written agreement regarding the mediator's compensation and expenses before the mediation is commenced.

11.1.4 Date, Time, and Place of Mediation. In consultation with the Parties, the mediator will fix the date, time, and place of each mediation session. The mediation may be held at any convenient location agreeable to the Parties and the mediator. Mediation must be completed within 90 calendar days after the requesting Party's delivery to the responding Party of the Mediation Request.

11.1.5 Attendance at Mediation. Both Parties must attend the mediation session(s). The Parties may satisfy this attendance requirement by sending a representative familiar with the facts of the dispute, who has the authority to negotiate on behalf of, and to effectively recommend settlement to, the Party he or she represents. Any Party to the mediation may have the assistance of an attorney or other representative of its choice at its own cost. Other persons may attend the mediation sessions only with the consent of the Parties and the mediator.

11.1.6 Statements Before Mediation. The mediator will determine the manner in which the issues in dispute will be framed and addressed. The Parties should expect that the mediator will request a premediation statement outlining facts, issues, and positions of each Party ("**Premediation Statement**") in advance of the mediation session. At the discretion of the mediator, the Premediation Statements or other information may be mutually exchanged by the Parties.

11.1.7 Confidentiality. The mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and verbal evidence presented in the mediation and to settlement communications made in the Premediation Statement, during the mediation itself, or otherwise in furtherance of or related to the mediation or the settlement of the dispute. The Premediation Statements will be confidential, for settlement purposes only, and will not be admissible for any purpose other than for the mediation. Without limiting the foregoing, the provisions of California Evidence Code sections 1115 through 1128, inclusive, will apply in connection with any mediation under this Agreement.

12. NOTICES

Any notice or communication required to be sent to a Party pursuant to this Purchase Agreement must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, or facsimile transmission, sent during regular business hours of the recipient to the Parties at their addresses or fax numbers indicated below. Routine exchange of information may be conducted via telephone, facsimile, or electronic means, including e-mail.

If to the Judicial Council:

Judicial Council of California
Real Estate and Facilities Management
Attention: Assistant Director
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-4040

With a copy to:

Judicial Council of California
Real Estate and Facilities Management
Attention: Manager, Real Estate
455 Golden Gate Avenue
San Francisco, CA 41 02
Voice: 415-865-4048

In addition, all audit requests and notices by the County relating to termination of this Agreement or alleged breach or default by the Judicial Council of this Agreement must also be sent to:

Judicial Council of California
Finance
Attention: Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Voice: 415-865-7989

If to the County:

County of Riverside
County Executive Office
Attention: Deputy County Executive Officer
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Voice: 951-955-1100

With a copy to:

County of Riverside
Office of County Counsel
Attention: County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Voice: 951-955-6300

A Party may change its address for notice under this Purchase Agreement by giving written notice to the other Party in the manner provided in this section 12. Any notice or communication sent under this section 12 will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above, or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. Mail, or (3) if sent by facsimile transmission, upon electronic confirmation of good receipt by the receiving facsimile machine, except that facsimile notice received after normal business hours of the recipient will be deemed received at 9:00 a.m. on the first business day after the date on which the facsimile notice was confirmed electronically.



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

3/11/15
Date

KS
Initial

NOTICE OF EXEMPTION

November 5, 2015

Project Name: County of Riverside, JCC Purchase of Equity Interest, Banning

Project Number: FM0417200220

Project Location: 135 North Alessandro Road, south of Williams Street, Banning, California 92220; APNs 541-142-013 and 541-145-011 (See attached exhibit)

Description of Project: The County of Riverside (County) proposes to acquire the equity interest from the Judicial Council of California, Administrative Offices of the Courts (JCC) for the proposed property contained within 2.179 acres on APNs 541-142-013 and 541-145-011 in which both parties entered into transfer and joint occupancy agreements dated April 10, 2007. JCC has recently constructed a new courthouse facility which opened in April 2015 and is now seeking to sell their interest in the shared subject property with the County. By acquiring the JCC's interests in this property, the County benefits through retaining fee title and acquiring full, unrestricted use of the Property to serve the County's needs. Due to the age of the building, the acquisition is calculated on the land value only and will include the elimination of the County's obligation to provide Court Parking. The proposed Project is the acquisition of the equity interest in the property under the California Environmental Quality Act (CEQA); no expansion of an existing use will occur. While JCC-related uses may be removed from the property, the operation of the facility will continue to provide public services in a similar capacity/intensity and will not result in an increase in the intensity of the 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

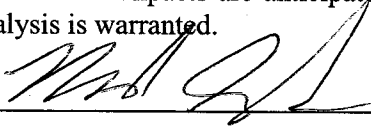
Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the acquisition of equity interest in the property from JCC.

MAR 01 2016 3-15

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical 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 limited to an acquisition of equity interest from a joint use agreement and does not include additional modifications that have been identified or are reasonably foreseeable. The full acquisition of the property will not increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed equity interest acquisition will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified 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: 11/5/15

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: JCC Purchase of Equity Interest, Banning

Accounting String: 524830-47220-7200400000 - FM0417200220

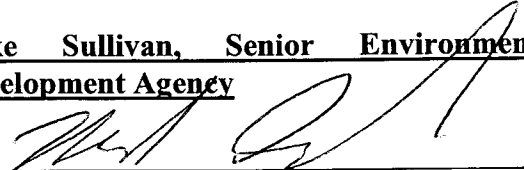
DATE: November 5, 2015

AGENCY: Riverside County Economic Development Agency

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

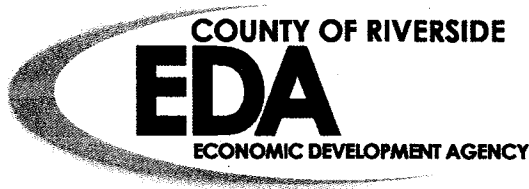
PRESENTED BY: Tonja Acosta, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: November 5, 2015
To: Mary Ann Meyer, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Project Management Office
Subject: **County of Riverside Economic Development Agency Project # FM0417200220**
JCC Purchase Agreement, Banning

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

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

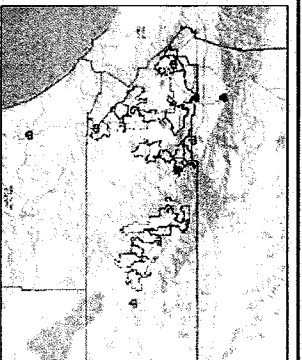
If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

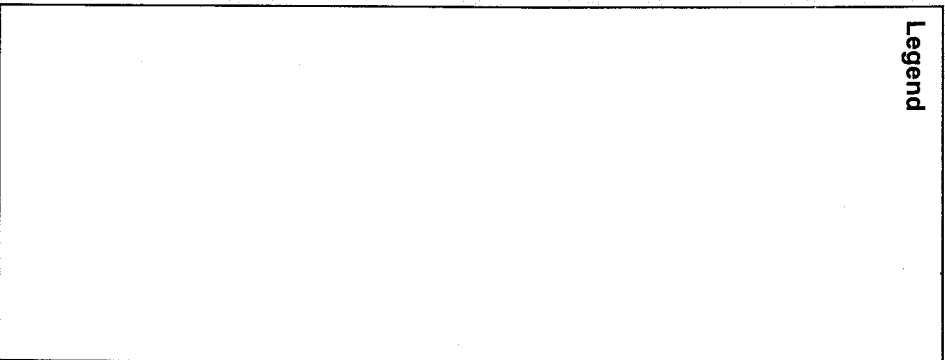
cc: file

County Administrative Center/Courthouse & Parking Lot Map, Banning

APN's 541-142-013 & 541-145-011



Legend



0

182

364 Feet



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.

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Notes
Form 11

412



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

FROM: Economic Development Agency

SUBMITTAL DATE:
January 13, 2016

SUBJECT: Resolution No. 2016-044, Notice of Intention to Purchase Equity Interests in Real Property Located in Banning, District 5 [\$600,000], CIP 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2016-044, Notice of Intention to Purchase an Equity Interest in Real Property From the Judicial Council of California, Administrative Offices of the Courts, located at 135 North Alessandro Road, City of Banning, County of Riverside, California (Assessor's Parcel Numbers 541-142-013 and 541-145-011);
2. Authorize the Real Estate Division of the Economic Development Agency to negotiate the purchase of certain equity interests contained within 2.179 acres from the Judicial Council of California, Administrative Offices of the Courts (JCC);

(Continued)

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	\$ 600,000	\$ 0	\$ 600,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 600,000	\$ 0	\$ 600,000	\$ 0	
SOURCE OF FUNDS: CIP 100%				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

C.E.O. RECOMMENDATION:

REVIEWED BY CIP

Ivan M. Chand 1/19/2016

APPROVE

BY: Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for a public meeting on or after March 1, 2016 at 9:00 a.m.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: January 26, 2016
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3-20 of 04/10/07 | **District:** 5 | **Agenda Number:**

3-10

FORM APPROVED COUNTY COUNSEL
DATE 1/13/16
BY: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:
Susana Garcia-Bovio
Deputy Auditor-Controller

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

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

FORM 11: Resolution No. 2016-044, Notice of Intention to Purchase Equity Interests in Real Property Located in Banning, District 5 [\$600,000], CIP 100%

DATE: January 13, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Economic Development Agency to incur typical due diligence and transaction costs in the amount of approximately \$57,000; and
4. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6063.

BACKGROUND:

Summary

Under the Trial Court Facilities Act of 2002 (Government Code sections 70301 – 70404), the County and JCC (Parties) entered into the transfer and joint occupancy agreements dated April 10, 2007, which provided for the Banning CAC/Courthouse property to be transferred in fee title to the JCC at a future date. The agreements designated this Property as shared use by both Parties, granting each party their proportionate equity interest.

The JCC constructed a new Courthouse facility within close proximity to this location which opened in April, 2015. Under the agreements, the County possesses a first right of refusal for the JCC's equity interest. The County and JCC have been working cooperatively to pursue the disposition of the subject property under the act and agreements. The JCC desires to sell their interests, and the County desires to acquire interests.

By acquiring the JCC's interests in this location, the County benefits through retaining fee title and acquiring full, unrestricted use of the Property to serve the County's current and future needs. Furthermore, the transaction allows for the County to utilize the building in the transition of services in the area. Use of the building in this way will reduce the costs associated with moving and/or relocating County departments in the near and long term.

In preliminary discussions with the JCC and due to the age of the building, the Real Estate Division will pursue this acquisition at land value only, which will include the elimination of the County's obligation to provide Court Parking. The estimated value of the building, improvements and land is \$2,525,000. The appraised land value is solely \$900,000, of which 60.37% (\$543,330.) equity interest pertains to the JCC, and 39.63% (\$356,670.) equity interest pertains to the County. The equity interest purchase price would be the JCC's portion of \$543,330 (60.37%).

Resolution No. 2016-044 has been reviewed and approved as to legal form by County Counsel.

Impact on Citizens and Businesses

This transaction will preserve vital public services in their current location and within close proximity to the new courthouse facility. Additionally, businesses will continue to be patronized by the employees and visitors of these locations. The overall economic impact is the retention of jobs and services which benefit the community as a whole.

(Continued)

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

Economic Development Agency

FORM 11: Resolution No. 2016-044, Notice of Intention to Purchase Equity Interests in Real Property Located in Banning, District 5 [\$600,000], CIP 100%

DATE: January 13, 2016

PAGE: 3 of 3

FINANCIAL DATA:

The following summarizes the funding necessary to acquire JCC's equity interests on Assessor's Parcel Numbers 541-142-013 and 541-145-011:

Purchase Price	\$ 543,330
Estimated Escrow and Closing Charges	\$ 2,994
Advertising Costs	\$ 1,500
Acquisition Administration	\$ 52,176
Total Estimated Acquisition Cost	\$ 600,000

EDA has already covered the costs for due diligence (preliminary title reports, appraisals) and will be reimbursed by the Executive Office. The remaining costs associated with the acquisition will be paid directly by the Executive Office. Any necessary budget adjustments will be brought forward under separate cover seeking authorization to purchase the equity interest in real property. No additional County costs will be incurred as a result of this transaction.

Attachments:

Resolution No. 2016-044

Aerial Image

2
3 **RESOLUTION NO. 2016-044**

4 **NOTICE OF INTENTION TO PURCHASE AN EQUITY INTEREST IN REAL**
5 **PROPERTY FROM THE JUDICIAL COUNCIL OF CALIFORNIA,**

6 **ADMINISTRATIVE OFFICES OF THE COURTS**

7 **LOCATED AT 135 NORTH ALESSANDRO ROAD, IN THE**
8 **CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

9 (Assessor's Parcel Numbers 541-142-013 and 541-145-011)
10

11 **WHEREAS**, the County of Riverside ("County") currently holds fee title with a
12 shared equity interest with the Judicial Council of California, Administrative Offices of
13 the Courts ("JCC"), collectively, the "Parties," in the existing Banning County
14 Administrative Center/Courthouse ("CAC/Courthouse") and adjacent east parking lot
15 (Offsite Parking), collectively the "Properties," located at 135 North Alessandro Road,
16 in the City of Banning, County of Riverside, State of California, Assessor's Parcel
17 Numbers 541-142-013 and 541-145-011;

18 **WHEREAS**, under the Trial Court Facilities Act of 2002 (Government Code
19 Sections 70301 – 70404), the Parties entered into the Transfer Agreement ("TA") for
20 the Transfer of Responsibility dated April 10, 2007, which provided for the
21 CAC/Courthouse property to be transferred in fee title to the JCC at a future date; and
22 the Parties entered into the Joint Occupancy Agreement ("JOA") for the
23 CAC/Courthouse, setting forth the terms governing the Parties' respective rights and
24 responsibilities regarding their shared possession, occupancy and use of the Real
25 Property and their respective equity rights;

26 **WHEREAS**, the TA and JOA created a shared equity interest in the Properties
27 between the JCC and the County;
28

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* DATE: 1-6-16
SYNTHIA M. GUNZEL

1 **WHEREAS**, the JCC desires to sell their equity interest in the Properties to the
2 County and the County desires to purchase from the JCC the JCC's equity interest in
3 the Properties; and

4 **WHEREAS**, the potential acquisition would allow for the County to gain
5 possession, full ownership, and for the JCC to forevermore relinquish their equity
6 interest in the Properties; now, therefore,

7 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of
8 Supervisors of the County of Riverside in regular session assembled on January 26,
9 2016, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government
10 Code that this Board at its public meeting on or after March 1, 2016, at 9:00 a.m. in the
11 meeting room of the Board of Supervisors located on the 1st floor of the County
12 Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a
13 transaction in which the County of Riverside will purchase certain equity interests in
14 real property from the Judicial Council of California, Administrative Offices of the
15 Courts located 135 North Alessandro Road and the adjacent east parking lot, both in
16 the City of Banning, County of Riverside, State of California, identified with Assessor's
17 Parcel Numbers 541-142-013 and 541-145-011, more particularly described as Exhibit
18 "A," attached hereto and hereby made a part hereof, consisting of approximately 2.179
19 acres, at a purchase price of not-to-exceed \$543,330.

20 **BE IT FURTHER RESOLVED AND DETERMINED** that the Real Estate Division
21 of EDA is expected to expend approximately \$57,000 for typical transaction costs
22 including staff time, title insurance, environmental report, and other due diligence
23 studies of the property.

24 ///

25 ///

26 ///

27 ///

28 ///

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

4
5
6
7 ROLL CALL:

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

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

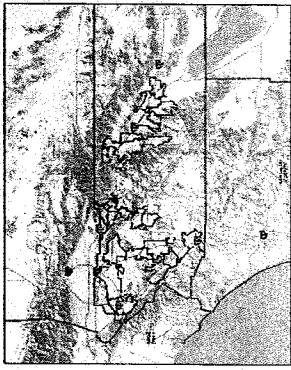
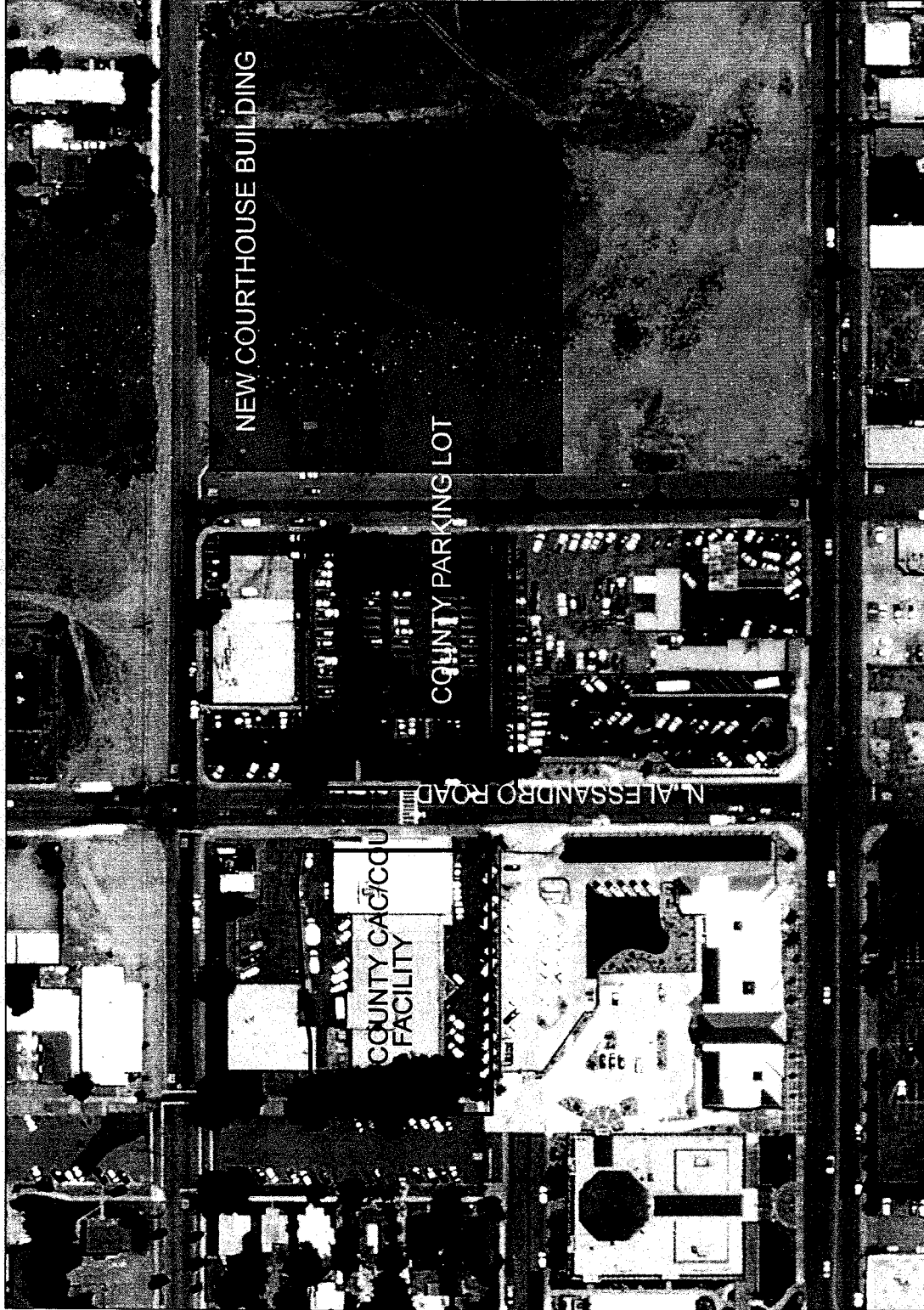
12 KECIA HARPER-IHEM, Clerk of said Board

13 By  Deputy

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County Administrative Center/Courthouse & Parking Lot Map, Banning

APN's 541-142-013 & 541-145-011



Legend

Notes
Form 11

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.

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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

February 4, 2016

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

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

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2016-044

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **3 consecutive Tuesdays: February 9, 16 and 23, 2016.**

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: Wednesday, February 3, 2016 4:30 PM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Res. No. 2016-044

Received for publication on Feb. 9, 16 & 23. Proof with cost to follow.

Thank You.

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

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

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

The Press-Enterprise PE.COM / UNIDOS

A Freedom News Group Company

From: Gil, Cecilia <CCGIL@rcbos.org>
Sent: Wednesday, February 3, 2016 4:23 PM
To: PEC Legals Master
Subject: FOR PUBLICATION: Res. No. 2016-044

Please confirm. THANK YOU!

Cecilia Gil

Board Assistant

Clerk of the Board of Supervisors

(951) 955-8464

MS# 1010

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

RESOLUTION NO. 2016-044

NOTICE OF INTENTION TO PURCHASE AN EQUITY INTEREST IN REAL PROPERTY FROM THE
JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICES OF THE COURTS
LOCATED AT 135 NORTH ALESSANDRO ROAD, IN THE
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
(Assessor's Parcel Numbers 541-142-013 and 541-145-011)

WHEREAS, the County of Riverside ("County") currently holds fee title with a shared equity interest with the Judicial Council of California, Administrative Offices of the Courts ("JCC"), collectively, the "Parties," in the existing Banning County Administrative Center/Courthouse ("CAC/Courthouse") and adjacent east parking lot (Offsite Parking), collectively the "Properties," located at 135 North Alessandro Road, in the City of Banning, County of Riverside, State of California, Assessor's Parcel Numbers 541-142-013 and 541-145-011;

WHEREAS, under the Trial Court Facilities Act of 2002 (Government Code Sections 70301 – 70404), the Parties entered into the Transfer Agreement ("TA") for the Transfer of Responsibility dated April 10, 2007, which provided for the CAC/Courthouse property to be transferred in fee title to the JCC at a future date; and the Parties entered into the Joint Occupancy Agreement ("JOA") for the CAC/Courthouse, setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy and use of the Real Property and their respective equity rights;

WHEREAS, the TA and JOA created a shared equity interest in the Properties between the JCC and the County;

WHEREAS, the JCC desires to sell their equity interest in the Properties to the County and the County desires to purchase from the JCC the JCC's equity interest in the Properties; and

WHEREAS, the potential acquisition would allow for the County to gain possession, full ownership, and for the JCC to forevermore relinquish their equity interest in the Properties; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on January 26, 2016, and **NOTICE IS HEREBY GIVEN**, pursuant to Section 25350 of the Government Code that this Board at its public meeting on or after March 1, 2016, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the County of Riverside will purchase certain equity interests in real property from the Judicial Council of California, Administrative Offices of the Courts located 135 North Alessandro Road and the adjacent east parking lot, both in the City of Banning, County of Riverside, State of California, identified with Assessor's Parcel Numbers 541-142-013 and 541-145-011, more particularly described as Exhibit "A," attached hereto and hereby made a part hereof, consisting of approximately 2.179 acres, at a purchase price of not-to-exceed \$543,330.

BE IT FURTHER RESOLVED AND DETERMINED that the Real Estate Division of EDA is expected to expend approximately \$57,000 for typical transaction costs including staff time, title insurance, environmental report, and other due diligence studies of the property.

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

(INSERT EXHIBIT A)

ROLL CALL:

Ayes: Jeffries, Tavaglione, 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 January 26, 2016.

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.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, 72 hours prior to the meeting.

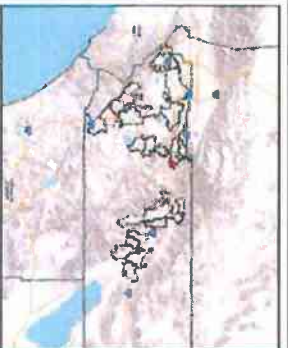
Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: February 4, 2016

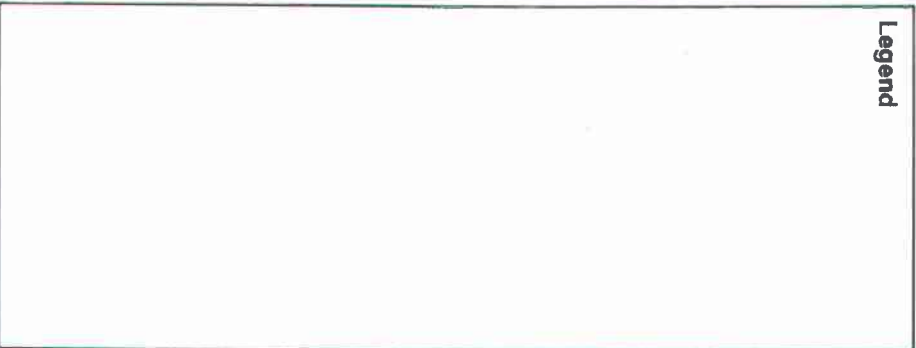
Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

County Administrative Center/Courthouse & Parking Lot Map, Banning

APNs 541-142-013 & 541-145-011



Legend



0 182 364 Feet



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.

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Notes
Form 11