

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





**FROM:** Economic Development Agency

SUBMITTAL DATE: September 13, 2016

**SUBJECT:** Resolution No. 2016-137, Authorization to Convey Fee Simple Title to Real Property Located in the Unincorporated Area of Corona by Quitclaim Deed to the Elsinore Valley Municipal Water District, CEQA Exempt, District 2, [\$50,450], 100% Sale Proceeds

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

- Find that the sale of this property is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
- 2. Adopt Resolution No. 2016-137, Authorization to Convey Fee Simple Title to Real Property located in the unincorporated area of Corona, Assessor's Parcel Number 279-231-012 by Quitclaim Deed to the Elsinore Valley Municipal Water District;

(Continued)

Robert Field

APPROVE

Assistant County Executive Officer/EDA

FINANCIAL DATA	Cur	rent Fiscal Year:	Next Fiscal Year:	75	Total Co	st:	Oı	ngoing Cost:	116-07-111111111111111111111111111111111	CONSENT c. Office)
COST	\$	50,450	\$	0	\$	50,450	\$	0	0	D.II M
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0	Consent □	Policy M
SOURCE OF FUNDS: 100% Sale Proceeds			Proceeds					Budget Adjustr	nent: No	
								For Fiscal Year	: 2010	3/17

C.E.O. RECOMMENDATION:

**County Executive Office Signature** 

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Navs:

None

Absent: Date:

None September 13, 2016

XC:

EDA, Recorder

Prev. Agn. Ref.: 3-31 of 8/23/16

District: 2

Agenda Number:

Clerk/of the Board

Kecia Harper-Ihem

B.

Positions Added

Change Order 

A-30

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

**Economic Development Agency** 

**FORM 11:** Resolution No. 2016-137, Authorization to Convey Fee Simple Title to Real Property Located in the Unincorporated Area of Corona by Quitclaim Deed to the Elsinore Valley Municipal Water District, CEQA

Exempt, District 2, [\$50,450], 100% Sale Proceeds

DATE: September 13, 2016

**PAGE:** 2 of 3

# **RECOMMENDED MOTION:** (Continued)

- 3. Approve the Offer And Agreement to Purchase Real Property between the County of Riverside and the Elsinore Valley Municipal Water District and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
- 4. Authorize the Chairman of the Board of Supervisors to execute the Quitclaim Deed to complete the conveyance of real property and this transaction;
- 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 or memorialize this transaction:
- 6. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project;
- 7. Ratify and authorize a reimbursement to EDA/Real Estate Division in an amount not to exceed \$50,450 from the proceeds of this sale of property; and
- 8. Authorize the net sale proceeds to be deposited into Fund 11183.

# BACKGROUND: Summary

Pursuant to Government Code Section 25365, the County published a notice of intention to transfer that contained a description of the property proposed to be sold, the price, the buyer, and a statement of the time the Board will meet to consummate the transfer. The County intends to convey fee simple title to real property located in the unincorporated Area of Corona, Assessor's Parcel Number 279-231-012 by Quitclaim Deed, more particularly described in Exhibit A Legal Description, attached hereto, to the Elsinore Valley Municipal Water District (EVMWD).

On August 23, 2016, the Board adopted Resolution No. 2016-136, Notice of Intention to Convey Fee Simple Title to Real Property located in the unincorporated area of Corona by Quitclaim Deed to the Elsinore Valley Municipal Water District.

The property is the former Fire Station #15 and consists of a 1,635 square foot building on a .26 acre lot located at 20320 Temescal Canyon Road, unincorporated Area of Corona, State of California. This fire station, which was built in 1962, has since been vacated by Riverside County Fire and is no longer in service due to the size limitations and worn condition of the property. This property is no longer needed by the County and it provides EVMWD with a suitable property for a future EVMWD water project.

The property was recently appraised by an independent Appraiser at a value of \$190,000. EVMWD has agreed to pay this amount to the County to purchase the property.

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

(Continued)

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

**Economic Development Agency** 

**FORM 11:** Resolution No. 2016-137, Authorization to Convey Fee Simple Title to Real Property Located in the Unincorporated Area of Corona by Quitclaim Deed to the Elsinore Valley Municipal Water District, CEQA

Exempt, District 2, [\$50,450], 100% Sale Proceeds

DATE: September 13, 2016

**PAGE:** 3 of 3

#### **BACKGROUND:**

**Summary** (Continued)

Resolution No. 2016-137, the Offer and Agreement to Purchase Real Property and the Quitclaim Deed have been approved as to form by County Counsel.

## Impact on Citizens and Businesses

The transfer of this property will assist EVMWD in their efforts to provide service to the citizens and businesses in this area of the County. The proceeds of the sale will provide revenue for projects and services that benefit both citizens and businesses of the County.

#### SUPPLEMENTAL:

Additional Fiscal Information

No net County cost will be incurred and no budget adjustment is necessary, however the Economic Development Agency's Real Estate Division has incurred costs associated with this transaction. County Counsel and the Real Estate cost in the approximate amount of \$50,450 will be reimbursed from the sale proceeds and the remaining funds will be deposited into Fund 11183.

County Staff Labor Costs	\$40,000
Appraisal	\$ 2,950
Estimated Escrow and Title Charges	\$ 1,500
Surveyor Work	\$ 1,000
Maintenance Costs	\$ 5,000
Total Costs	\$50,450

Attachments: Resolution 2016-137

Offer and Agreement to Purchase Real Property

Quitclaim Deed Exhibit A

Notice of Exemption

Aerial Image

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# **Board of Supervisors**

# County of Riverside

#### Resolution No. 2016-137

# Authorization to Convey Real Property in the Unincorporated Area of Corona, California Assessor's Parcel Number 279-231-012 by Quitclaim Deed

WHEREAS, the property consists of .26 acres and a 1,635 square foot building, located at 20320 Temescal Canyon Road, unincorporated Area of Corona, State of California; and

WHEREAS, the property was acquired by the County of Riverside in 1962 for the purpose of a fire station; and

WHEREAS, the property has been vacated by Riverside County Fire and is no longer in service due to the size limitations and poor condition of the property; and

WHEREAS, the County of Riverside no longer has a use for the property and desires to transfer the property to the Elsinore Valley Municipal Water District for use by the District for the consideration of \$190,000 (One Hundred Ninety Thousand Dollars); and

WHEREAS, the Elsinore Valley Municipal Water District and the County of Riverside concur that it would be in the best interest of both parties to transfer ownership of the property to the District; and

WHEREAS, the County has reviewed and determined that the purchase of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3) because the proposed project is the purchase of real property involving the transfer of title to the real property for the continued use of existing improvements situated on the Property with no major improvements occurring at this time and no significant impacts on the environment; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on September 13, 2016, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence and information presented on the matter, as it relates to this acquisition, this Board:

- 1. Has determined that the proposed acquisition project is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3) because the County is the sale of the fee interest in the Property to continue in its present use and it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment; and
- 2. Authorizes the conveyance to the Elsinore Valley Municipal Water District the following described real property: Certain real property located in the unincorporated area of Corona, State of California, identified as Assessor's Parcel Number 279-231-012 by Quitclaim Deed, as more particularly described in Exhibit "A" Legal Description, attached hereto and thereby made a part hereof..

BE IT FURTHER RESOLVED, DETERMINED and ORDERED that this Board hereby approves the Offer and Agreement to Purchase Real Property between the County of Riverside and the Elsinore Valley Municipal Water District ("Agreement") and authorizes the Chairman of the Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the County.

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

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

09.13.16 3-24

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Page 3 of 3

Updated 08/2010

#### **EXHIBIT "A"**

#### TEMESCAL CANYON FIRE STATION #15

THOSE PORTIONS OF GOVERNMENT LOTS 1 AND 4 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 16, T. 3 S., R. 6 W., S.B.B.M., AS SHOWN BY MAP OF GOVERNMENT SURVEY, APPROVED NOVEMBER, 1874, AND GRANTED TO THE COUNTY OF RIVERSIDE BY GRANT DEEDS RECORDED IN BOOK 3136, PAGES 217 AND 218, AND BOOK 3136, PAGE 219, BOTH RECORDED MAY 9, 1962 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### PARCEL 1

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955, IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, N 63° 15' 40" E (N 65°13'40" E AS SHOWN ON SAID GRANT DEED RECORDED IN BOOK 3136, PAGE 219), A DISTANCE OF 150 FEET;

THENCE S 26° 44' 20" E, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, A DISTANCE OF 75.57 FEET, TO THE NORTHERLY LINE OF SAID PARCEL 2:

THENCE WEST ALONG SAID NORTHERLY LINE OF PARCEL 2, A DISTANCE OF 167.96 FEET TO THE POINT OF BEGINNING

## PARCEL 2

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN

BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF SAID PARCEL 2 AS DESCRIBED IN DEED RECORDED MARCH 9, 1955 IN SAID BOOK 1704, PAGE 552 OF OFFICIAL RECORDS;

THENCE EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 167.96 FEET;

THENCE S 26° 44' 20" E, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D A DISTANCE OF 24.43 FEET;

THENCE AT RIGHT ANGLES, S 63° 15' 40" W, A DISTANCE OF 150 FEET TO SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D;

THENCE N 26° 44' 20" W, (FORMERLY RECORDED N 26° 44' 30" E), ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCELS 1 AND 2 GROSS AREA CONTAINING 150,000 SQUARE FEET, OR 0.29 ACRES, MORE OR LESS

**EXCEPTING** FROM PARCEL 1 AND PARCEL 2 AN EASMENT FOR PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES, OVER, UPON, ACROSS AND WITHIN THE REAL PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955, IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, N 63° 15' 40" E ALONG THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 15 FEET TO A POINT ON A LINE PARALLEL WITH AND 15 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77 –D;

THENCE ALONG SAID PARALLEL LINE, S 26° 44' 20" E, A DISTANCE OF 100.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, S 63° 15' 40" W, A DISTANCE OF 15 FEET TO SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D;

THENCE N 26° 44' 20" W, (FORMERLY RECORDED N 26° 44' 30" E), ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

EXEMPTION PARCEL CONTAINS 1,500 SQUARE FEET, OR 0.034 ACRES MORE OR LESS.

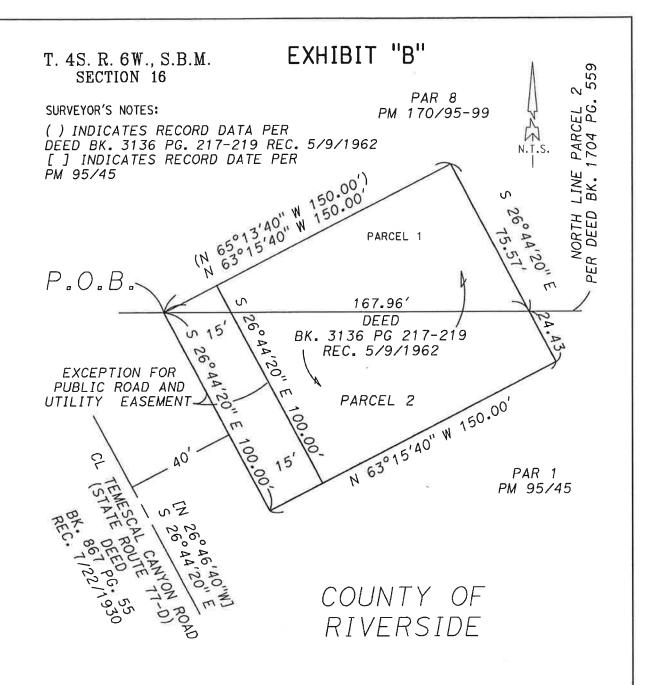
No. 7530 Exp. 12-31-17

PREPARED UNDER MY SUPERVISION:

EDWARD D. HUNT P.L.S. 7530

2 - 9- 2016

DATE



ALL DISTANCES SHOWN A BY MULTIPLYING THE GR	RE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED ID DISTANCE BY A COMBINATION FACTOR OF 1.000056313	SONAL LAND
PCL No.: 0393-003A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	STAND U.
WO No.: A3-0393	PROJECT: LIMONITE AVE (I-15 INTERCHANGE)	No. 7530
	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	Exp. 12-31-17
DATE: FEBRUARY 2016	APPROVED BY: / / DATE: 2	OF CALIFORN
SHEET 1 OF 1	APPROVED BY: Thrand D. Hurs DATE: 2-9-	4016

Assessor's Parcel No.: 279-231-012

Property Location: 20320 Temescal Canyon Road, Corona, California

# OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

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Assessor's Parcel No.: 279-231-012

Property Location: 20320 Temescal Canyon Road, Corona, California

#### OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

**BUYER**: Elsinore Valley Municipal Water District, a California municipal water district

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

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located at 20320 Temescal Canyon Road, Corona, California, further described below in Section 1 upon the terms and conditions stated herein for the purchase price of:

One Hundred Ninety Thousand Even Dollars (\$190,000.00)

BUYER has given SELLER a good faith deposit (hereinafter the "Bid Deposit") in the amount of three percent of the purchase price.

#### PROPERTY.

For the purchase price provided above and on the terms and conditions set forth in this Agreement, SELLER shall sell to BUYER, and BUYER shall purchase from SELLER the Property consisting of the following:

- 1.1 That certain real property legally described and depicted in Exhibit "A", attached and by this reference incorporated herein (the "Land"); and
- 1.2 All improvements, structures, and fixtures, now existing or at any time or times subsequently placed, constructed, or installed on the land (the "Improvements");

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

#### 2. TERMS OF OFFER.

- 2.1 This offer will remain open and will not be revoked by BUYER for the period commencing with the date of execution of this agreement by BUYER and ending on the earlier of:
  - A. 60 days thereafter; or
  - B. Receipt of written notice from SELLER that the offer has been rejected.
- 2.2 Within 60 days after the execution of this Agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or



reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

- 2.3 BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This Agreement is not binding upon SELLER until the offer is accepted in the manner prescribed herein, and the SELLER authorizes the sale, approves the Agreement and BUYER complies fully with each and every term and condition contained herein.
  - 2.4 Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded.

#### FINANCING.

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

#### ESCROW.

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

- 4.1 Balance of the bid amount hereby offered, in excess of the down payment shall be paid in cash within sixty (60) days of the bid acceptance.
- 4.2 Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Section 16.

#### 5. **DEPOSITS**.

- 5.1 Prior to the close of escrow, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.
- 5.2 In the event BUYER fails, for any reason whatsoever, to pay into escrow within such time period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Section 16.
- 5.3 The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Section 8.

#### 6. **BUYER'S COSTS.**

- 6.1 BUYER shall pay the following closing costs in connection with this purchase:
  - A. The standard owner's title insurance policy; if BUYER desires to purchase;



- B. The escrow fee;
- C. Lender's title insurance policy, if any;
- D. Documentary transfer tax; and
- E. All other closing costs applicable to this purchase, including, without limitation, preliminary change of ownership fees.
- 6.2 If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any escrow and title cancellation fees.

#### 7. SELLER'S COSTS.

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

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

- 8.1 SELLER shall deliver to escrow a Quitclaim Deed in the form attached hereto as Exhibit "B," and such other documents as are required to transfer title to the Property. Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:
  - A. The balance of the purchase price; and
  - B. An amount sufficient to pay for all of BUYER's closing costs, as calculated by the Escrow Holder.
- 8.2 All payments specified in this clause shall be by cash, cashier's check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at close of escrow.

#### 9. TITLE.

- 9.1 If BUYER chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by First American Title Company. Title shall be subject to:
  - A. Exceptions shown in Exhibit "C", the Preliminary Report attached hereto, except any delinquent taxes shown in said Report which shall be paid through escrow; and
  - B. Any deed of trust or other documents needed to perfect the security interest of the lender, if any, providing purchase money for this purchase.
- 9.2 If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:
  - A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this Agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
  - B. Terminate this Agreement by delivering written notice thereof to SELLER



and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the BUYER for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the Agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

9.3 BUYER is aware that there are potential issues affecting the state of title and that BUYER is fully responsible for all due diligence in investigating the effect of the Easements, Covenants and Conditions contained in the deed from Gladding, McBean and Company, a corporation, as Grantor, to County of Riverside, as Grantee, recorded May 9, 1962 as Instrument No. 43381 of Official Records or the Easements, Covenants and Conditions contained in the deed from Temescal Water Company, a corporation, as Grantor, to County of Riverside, as Grantee, recorded May 9, 1962 as Instrument No. 43382 of Official Records or of any other easements, covenants or conditions affecting the Property created by any other deed, conveyance or otherwise.

## 10. **VESTING**.

Title to the Prop	erty to be conveyed	I pursuant to this	Agreement shall	be vested a	as set forth by
BUYER below.	Verify and initial (	)			

Print or Type full legal name of Grantee

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

- 11. INTENTIONALLY DELETED.
- 12. INTENTIONALLY DELETED.
- 13. POSSESSION.

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

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

- 14.1 BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property, including, but not limited to:
  - A. Property lines and boundaries;
  - B. Square footage, room dimensions, lot size, and age of property improvements;
  - C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural systems and components, and energy efficiency of the Property;



- D. Type, size, adequacy, capacity, and condition of sewer systems and components;
- E. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;
- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.
- L. The marketability of title.
- 14.2 BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to purchase the Property in "as-is" condition.
- 15. INTENTIONALLY DELETED.
- 16. LIQUIDATED DAMAGES.

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

SELLER's Initials 113/

IB/\_\_\_

BUYER's Initials



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

#### 17. NON-DISCRIMINATION AND PROPERTY USE.

BUYER agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. BUYER, or any person claiming under or through BUYER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

#### 18. **PERMITS AND LICENSES**.

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

#### 19. **ASSIGNMENT.**

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

#### 20. SUCCESSORS IN INTEREST.

Subject to the restrictions in Section 19, this Agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

#### PARTIAL INVALIDITY.

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

#### 22. NOTICES.

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



#### If to **SELLER**:

County of Riverside

Attn.: Vincent Yzaguirre 3403 10<sup>th</sup> Street, Suite 400 Riverside, California 92501 Telephone: (951) 955-9011 Email: vyzaguirre@rivcoeda.org

If to BUYER:

Elsinore Valley Municipal Water District

Attn.: Brian Dickinson 31315 Chaney Street

Lake Elsinore, California 92530 Telephone: (951) 674-3146 x8200 Email: bdickinson@evmwd.net

23	RRC	)KF	R'S	FFFS
<b>Z</b> J.	DIV	JIL	$\sim$	I LLU.

BUYER is not represented I	by a real es	state broker an	nd does not	request a
commission be paid by SELLER.				

BUYER's	Initials	1

#### 24. **TIME.**

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

# 25. **AMENDMENTS.**

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

#### 26. ATTACHMENTS.

This Agreement includes the following, which are attached and made a part hereof:

Exhibit A: Legal Description

Exhibit B: Depiction of the Property

Exhibit C: Quitclaim Deed Exhibit D: Preliminary Report

SIGNATURE PROVISIONS FOLLOW

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

#### **SELLER:**

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

By:

John J. Benoit, Chairman Beard of Supervisors

ATTEST:

Kecia Harper-Ihem Clerk of the Board

Donuty

**BUYER:** 

Elsinore Valley Municipal Water District, a California municipal water district

Name:

Its:

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

APPROVED AS TO FORM:

Gregory P. Priamos County Counsel

Bv:

R. Todd Frahm

**Deputy County Counsel** 

CAO:ra/052416/046FR/18.187 S:\Real Property\TYPING\Docs-18.000 to 18.499\18.187.doc

#### **EXHIBIT "A"**

### TEMESCAL CANYON FIRE STATION #15

THOSE PORTIONS OF GOVERNMENT LOTS 1 AND 4 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 16, T. 3 S., R. 6 W., S.B.B.M., AS SHOWN BY MAP OF GOVERNMENT SURVEY, APPROVED NOVEMBER, 1874, AND GRANTED TO THE COUNTY OF RIVERSIDE BY GRANT DEEDS RECORDED IN BOOK 3136, PAGES 217 AND 218, AND BOOK 3136, PAGE 219, BOTH RECORDED MAY 9, 1962 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### PARCEL 1

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955, IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, N 63° 15′ 40″ E (N 65°13′40″ E AS SHOWN ON SAID GRANT DEED RECORDED IN BOOK 3136, PAGE 219), A DISTANCE OF 150 FEET;

THENCE S 26° 44' 20" E, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, A DISTANCE OF 75.57 FEET, TO THE NORTHERLY LINE OF SAID PARCEL 2;

THENCE WEST ALONG SAID NORTHERLY LINE OF PARCEL 2, A DISTANCE OF 167.96 FEET TO THE POINT OF BEGINNING

#### PARCEL 2

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN

BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF SAID PARCEL 2 AS DESCRIBED IN DEED RECORDED MARCH 9, 1955 IN SAID BOOK 1704, PAGE 552 OF OFFICIAL RECORDS;

THENCE EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 167.96 FEET;

THENCE S 26° 44' 20" E, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D A DISTANCE OF 24.43 FEET;

THENCE AT RIGHT ANGLES, S 63° 15' 40" W, A DISTANCE OF 150 FEET TO SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D;

THENCE N 26° 44' 20" W, (FORMERLY RECORDED N 26° 44' 30" E), ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCELS 1 AND 2 GROSS AREA CONTAINING 150,000 SQUARE FEET, OR 0.29 ACRES, MORE OR LESS

**EXCEPTING** FROM PARCEL 1 AND PARCEL 2 AN EASMENT FOR PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES, OVER, UPON, ACROSS AND WITHIN THE REAL PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955, IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, N 63° 15' 40" E ALONG THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 15 FEET TO A POINT ON A LINE PARALLEL WITH AND 15 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77 –D;

THENCE ALONG SAID PARALLEL LINE, S 26° 44' 20" E, A DISTANCE OF 100.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, S 63° 15' 40" W, A DISTANCE OF 15 FEET TO SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D;

THENCE N 26° 44' 20" W, (FORMERLY RECORDED N 26° 44' 30" E), ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

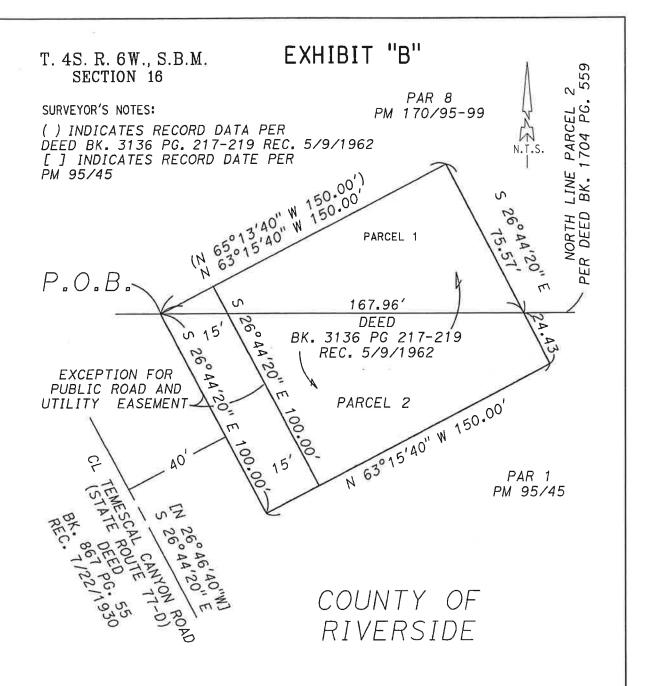
EXEMPTION PARCEL CONTAINS 1,500 SQUARE FEET, OR 0.034 ACRES MORE OR LESS.

PREPARED UNDER MY SUPERVISION:

EDWARD D. HUNT P.L.S. 7530

2- 9- 2016

DATE:



ALL DISTANCES SHOWN A BY MULTIPLYING THE GR	RE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED ID DISTANCE BY A COMBINATION FACTOR OF 1.000056313
PCL No.: 0393-003A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: A3-0393 SCALE: NTS	PROJECT: LIMONITE AVE (I-15 INTERCHANGE)  No. 7530  EXP. 12-31-17
PREPARED BY: JAL	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
DATE: FEBRUARY 2016	APPROVED BY: Glyand O. June DATE: 2-9-2616 OF CALIFORNIA
SHEET 1 OF 1	Edward U. 141100 2-9-1016

# Exhibit C

Recorded at request of and return to: Elsinore Valley Municipal Water District 31315 Chaney Street Lake Elsinore, CA 92530

FREE RECORDING
This instrument is for the benefit of the
County of Riverside, and is entitled to be
recorded without fee.
(Govt. Code 27383)

CO:sl/012114/046FR/xxx

Space above this line for recorder's use

APN: 279-231-012 Fire Station #15

# QUITCLAIM DEED

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

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

hereby remises, releases and forever quitclaims to the

Elsinore Valley Municipal Water District, a California municipal water district its successors and assigns, all grantor's right, title and interest in and to that certain real property situated in the County of Riverside, State of California, more fully described as:

See attached Exhibit A, attached hereto and made a part hereof

	County of Riverside, a political subdivision of the State of California
Date:	
	John J. Benoit, Chairman,
	Board of Supervisors

# CERTIFICATE OF ACCEPTANCE OF QUITCLAIM DEED APN: 279-231-012

Pursuant to Government Code Section 27281

This is to certify that the		iveyed by Quitclaim Deed dated E OF GRANTOR], [LEGAL CAPACITY], to	o the
officer or agent on behalf authority conferred by Re	f of the [INSERT GOVERNII] esolution of th	Y], is hereby accepted by the undersigned ING BODY AUTHORIZING] pursuant to he [GOVERNING BODY] adopted on [INS recordation thereof by its duly authorized	
Dated this day o	f	, 2013	
	NAME OF GRA	ANTEE	
	- /	of authorized delegate	

#### 1. Commercial Commitment-N

EXHIBIT "D"

Form No. 1068-2 ALTA Plain Language Commitment Commitment No.: NCS-691631-ONT1 Page Number: 1



# First American Title Company National Commercial Services

3281 E Guasti Road, Suite 440 Ontario, CA 91761

September 23, 2014

Craig A. Olsen County of Riverside EDA 3403 10th St Fl 5 Riverside , CA 92501 Phone: (951)955-4840 Fax: (951)955-4837

Customer Reference:

Fire Station 15

Order Number:

NCS-691631-ONT1

Property:

APN 279-231-012, Corona, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title Insurance Company

Commitment No.: NCS-691631-ONT1 Page Number: 2

# First American Title Insurance Company

#### **INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

#### **TABLE OF CONTENTS**

		Page
Agreement to	Issue Policy	3
Schedule A		
1. 2. 3. 4.	Commitment Date Policies to be Issued, Amounts and Proposed Insured Interest in the Land and Owner Description of the Land	4 4 4 4
Schedule B-1 -	Requirements	
Schedule B-2 -	Exceptions	
Conditions		

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

Commitment No.: NCS-691631-ONT1

Page Number: 3

#### COMMITMENT FOR TITLE INSURANCE

#### Issued by

## First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

Commitment No.: NCS-691631-ONT1

Page Number: 4

#### **SCHEDULE A**

Commitment Date: September 16, 2014 at 7:30 A.M.

2. Policy or Policies to be issued:

Amount

(A) ALTA Owner's Policy ALTA Standard Owner Policy

\$TBD

Proposed Insured:

To be determined

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

County of Riverside

4. The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

#### PARCEL A:

THAT PORTION OF GOVERNMENT LOT 4 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF GOVERNMENT SURVEY, APPROVED NOVEMBER 1874, MORE PARTICULARLY DESCRIBED AS A PORTION OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955 IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930 IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF SAID PARCEL 2, AS DESCRIBED IN DEED RECORDED IN SAID BOOK 1704, PAGE 559 OF OFFICIAL RECORDS;

THENCE EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 167.96 FEET;

THENCE SOUTH 26°44′20″ EAST, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, A DISTANCE OF 24.43 FEET;

THENCE AT RIGHT ANGLES, SOUTH 63°15'40" WEST, A DISTANCE OF 150 FEET TO SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D;

THENCE NORTH 26°44′20″ WEST, (FORMERLY RECORDED NORTH 26°44′30″ EAST), ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCEL B:

Commitment No.: NCS-691631-ONT1 Page Number: 5

THAT PORTION OF GOVERNMENT LOTS 4 AND 1, IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 16, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF GOVERNMENT SURVEY, APPROVED NOVEMBER 1874, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930 IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955 IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, NORTH 65°13'40" EAST, A DISTANCE OF 150 FEET;

THENCE SOUTH 26°44'20" EAST, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, A DISTANCE OF 75.57 FEET; TO THE NORTHERLY LINE OF SAID PARCEL 2;

THENCE WEST ALONG SAID NORTHERLY LINE OF PARCEL 2, A DISTANCE OF 167.96 FEET TO THE POINT OF BEGINNING.

APN: 279-231-012-1

Commitment No.: NCS-691631-ONT1

Page Number: 6

#### **SCHEDULE B**

# SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - Other: None

The following additional requirements, as indicated by "X", must be met:

[X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction

Form No. 1068-2

ALTA Plain Language Commitment

(K) The following partnership documentation is required: (i) a copy of the partnership agreement, including all applicable amendments thereto (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State (iii) express Partnership Consent to the current transaction Π (L) The following corporation documentation is required: (i) a copy of the Articles of Incorporation (ii) a copy of the Bylaws, including all applicable Amendments thereto (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State (iv) express Corporate Resolution consenting to the current transaction (M) Based upon the Company's review of that certain partnership/operating agreement dated Not disclosed for the proposed insured herein, the following requirements must be met: Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary. (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary. [X] (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval. П (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met: [](Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved. (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.  $\Pi$ (S) Financial statements from the appropriate parties must be submitted to the Company for review. П (T) A copy of the construction contract must be submitted to the Company for review. (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

Commitment No.: NCS-691631-ONT1

Page Number: 7

Commitment No.: NCS-691631-ONT1

Page Number: 8

#### **SCHEDULE B**

#### **SECTION TWO**

#### **EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- General and special taxes and assessments for the fiscal year 2014-2015, a lien not yet due or payable.
- 2. General and special taxes and assessments for the fiscal year 2013-2014 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 279-231-012-1.
- 3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 4. An easement for water pipes and incidental purposes, as disclosed in a document recorded February 14, 1907 in Book 238 of Deeds, Page 194.

In Favor of:

Temescal Water Company

Affects:

as described therein

The location of the easement cannot be determined from record information.

- 5. The effect of a map purporting to show the land and other property, filed February 28, 1955 in Book 22, Pages 42 and 43 of Record of Surveys.
- 6. Easements, Covenants and Conditions contained in the deed from Temescal Water Company, a California corporation, as Grantor, to Gladding, McBean & Co., a California corporation, as Grantee, recorded March 9, 1955 as Book 1704, Page 559 of Official Records. Reference being made to the document for full particulars.

The location of the easement cannot be determined from record information.

(Affects Parcel A)

7. Easements, Covenants and Conditions contained in the deed from Gladding, McBean and Company, a corporation, as Grantor, to County of Riverside, as Grantee, recorded May 9, 1962 as Instrument No. 43381 of Official Records. Reference being made to the document for full particulars.

(Affects Parcel A)

8. Easements, Covenants and Conditions contained in the deed from Temescal Water Company, a corporation, as Grantor, to County of Riverside, as Grantee, recorded May 9, 1962 as Instrument No. 43382 of Official Records. Reference being made to the document for full particulars.

The location of the easement cannot be determined from record information.

#### First American Title

Form No. 1068-2 ALTA Plain Language Commitment Commitment No.: NCS-691631-ONT1 Page Number: 9

(Affects Parcel B)

- 9. The effect of a map purporting to show the land and other property, filed April 13, 1989 in Book 83, Page 45 of Record of Surveys.
- 10. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- 11. Rights of parties in possession.

Recorded at request of and return to: Elsinore Valley Municipal Water District 31315 Chaney Street Lake Elsinore, CA 92530

FREE RECORDING This instrument is for the benefit of the County of Riverside, and is entitled to be recorded without fee. (Govt. Code 27383)

CO:ra/082416/046FR/18,255

Space above this line for recorder's use

APN: 279-231-012 Fire Station #15

# QUITCLAIM DEED

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

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

hereby remises, releases and forever guitclaims to the

Elsinore Valley Municipal Water District, a California municipal water district, its successors and assigns, all grantor's right, title and interest in and to that certain real property situated in the County of Riverside, State of California, more fully described as:

See attached Exhibit A, attached hereto and made a part hereof

Dated: September 13,2016

**GRANTOR:** 

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

ATTEST:

Kecia Harper-Ihem Clerk of the Board

Board of Supervisors

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 September 13, 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

(SEAL)

#### **EXHIBIT "A"**

#### TEMESCAL CANYON FIRE STATION #15

THOSE PORTIONS OF GOVERNMENT LOTS 1 AND 4 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 16, T. 3 S., R. 6 W., S.B.B.M., AS SHOWN BY MAP OF GOVERNMENT SURVEY, APPROVED NOVEMBER, 1874, AND GRANTED TO THE COUNTY OF RIVERSIDE BY GRANT DEEDS RECORDED IN BOOK 3136, PAGES 217 AND 218, AND BOOK 3136, PAGE 219, BOTH RECORDED MAY 9, 1962 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### PARCEL 1

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955, IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, N 63° 15' 40" E (N 65°13'40" E AS SHOWN ON SAID GRANT DEED RECORDED IN BOOK 3136, PAGE 219), A DISTANCE OF 150 FEET;

THENCE S 26° 44' 20" E, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, A DISTANCE OF 75.57 FEET, TO THE NORTHERLY LINE OF SAID PARCEL 2:

THENCE WEST ALONG SAID NORTHERLY LINE OF PARCEL 2, A DISTANCE OF 167.96 FEET TO THE POINT OF BEGINNING

#### PARCEL 2

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN

BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF SAID PARCEL 2 AS DESCRIBED IN DEED RECORDED MARCH 9, 1955 IN SAID BOOK 1704, PAGE 552 OF OFFICIAL RECORDS;

THENCE EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 167.96 FEET;

THENCE S 26° 44' 20" E, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D A DISTANCE OF 24.43 FEET:

THENCE AT RIGHT ANGLES, S 63° 15' 40" W, A DISTANCE OF 150 FEET TO SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D;

THENCE N 26° 44' 20" W, (FORMERLY RECORDED N 26° 44' 30" E), ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCELS 1 AND 2 GROSS AREA CONTAINING 150,000 SQUARE FEET, OR 0.29 ACRES, MORE OR LESS

**EXCEPTING** FROM PARCEL 1 AND PARCEL 2 AN EASMENT FOR PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES, OVER, UPON, ACROSS AND WITHIN THE REAL PROPERTY DESCRIBED AS FOLLOWS:

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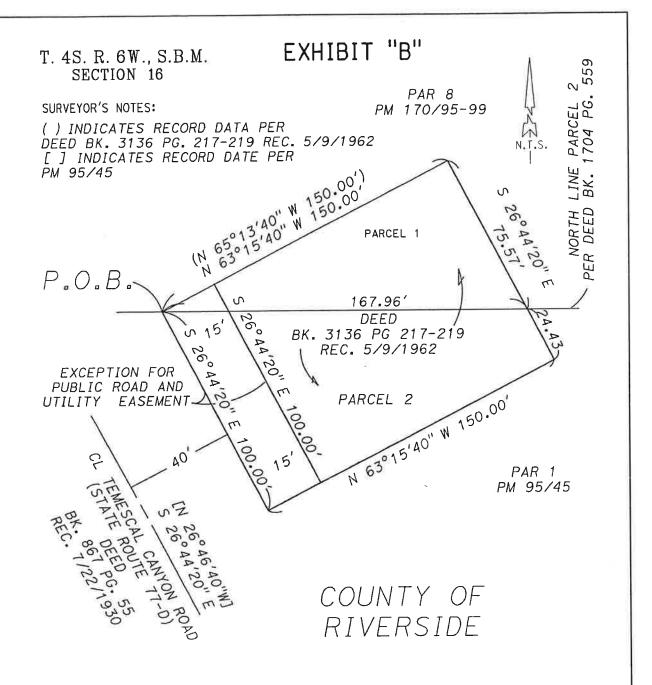
EXEMPTION PARCEL CONTAINS 1,500 SQUARE FEET, OR 0.034 ACRES MORE OR LESS.

PREPARED UNDER MY SUPERVISION:

EDWARD D. HUNT P.L.S. 7530

2- 9- 2016

DATE:



ALL DISTANCES SHOWN A BY MULTIPLYING THE GR	RE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED ID DISTANCE BY A COMBINATION FACTOR OF 1.000056313	
PCL No.: 0393-003A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: A3-0393 SCALE: NTS	PROJECT: LIMONITE AVE (I-15 INTERCHANGE)  No. 7530	
PREPARED BY: JAL	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	Z/
DATE: FEBRUARY 2016	APPROVED BY: DATE: 2 07 CALIFOR	<i>y</i>
SHEET 1 OF 1	APPROVED BY: Edward O. June DATE: 2-9-2616	

## CERTIFICATE OF ACCEPTANCE OF QUITCLAIM DEED APN: 279-231-012

Pursuant to Government Code Section 27281

	the [INSERT NAME OF GRANTOR], [LEGAL CAPACITY], to the
[INSERT NAME OF GRANTEE], officer or agent on behalf of the [ authority conferred by Resolution	[LEGAL CAPACITY], is hereby accepted by the undersigned INSERT GOVERNING BODY AUTHORIZING] pursuant to a of the [GOVERNING BODY] adopted on [INSERT NTEE] consents to recordation thereof by its duly authorized
Dated this day of	, 2013
	NAME OF GRANTEE
	By Name of authorized delegate Title

FORM APPROVED COUNTY COUNSEL BY R. TODD FRAHM DATE



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

919110 Date

Initial

#### NOTICE OF EXEMPTION

July 25, 2016

Project Name: County of Riverside, Conveyance of Property to Elsinore Valley Municipal Water District,

Project Number: FM0412700046

Project Location: 20320 Temescal Canyon Road, Assessor's Parcel Number (APN): 279-231-012, unincorporated area of

Corona, County of Riverside, California (See attached exhibit)

**Description of Project**: The County of Riverside (County) owns property located at 20320 Temescal Canyon Road, APN 279-231-012, which consists of a 0.26-acre lot and a 1,635-square-foot building, which is the Old Fire Station #15. The Fire Station was built in 1962 and has been vacated by the Riverside County Fire Department. The property is no longer in service due to the size and condition of the property and is no longer needed by the County. The County intends to convey fee simple title by Quitclaim Deed to the Elsinore Valley Municipal Water District (EVMWD). Pursuant to Government Code Section 25365, the County published a notice of intention to transfer that contained a description of the Property proposed to be sold, the price, the buyer, and a statement of the time the Board will meet to consummate the transfer. The property was recently appraised by an independent Appraiser at a value of \$190,000. The EVMWD has agreed to pay this amount to the County to purchase the property. The conveyance of the property and old Fire Station #15 does not require any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. The transfer of ownership of the property and building from the County to the EVMWD is the proposed Project under the California Environmental Quality Act (CEQA).

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, Elsinore Valley Municipal Water District

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; and 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 does the Project involve unusual circumstances would have the possibility of a significant effect on the environment. 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. Any future development of the vacant land conveyed by the County to the EVMWD would require additional discretionary actions and CEQA review which would provide the appropriate opportunity for environmental considerations to influence design and the characterization of effects would be more meaningful when there is adequate information associated with a specific development proposal.

Administration Aviation Business Intelligence Cultural Services Community Services Custodial Housing Housing Authority Information Technology Maintenance Marketing Economic Development Edward-Dean Museum Environmental Planning Fair & National Date Festival Foreign Trade Graffiti Abatement Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

The potential indirect effects of the conveyance of property are not reasonably foreseeable and not considered as part of the proposed discretionary action. Therefore, no direct or indirect changes to the existing land use or physical disruption to the property would occur as a result in the conveyance of property. No significant environmental impacts are anticipated to occur with the conveyance of property to the EVMWD.

- 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 the conveyance of real property from the County to the EVMWD. The conveyance of property would not result in any change in use and will not increase or expand the use of the site; 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: Even if a determination is made that the amendment to the Plans is a project subject to CEQA, the Project is exempt pursuant to State CEQA Guidelines Section 15061(b)(3). 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 conveyance of property will not result in any direct or indirect physical environmental impacts. The property would remain in their current condition and any future changes or development entitlements would be subject to additional CEQA review. At this time, specific details regarding future development of the vacant land are unknown, and any attempt at evaluating physical impacts related to unidentified future development at this time, would be wholly speculative and would provide no meaningful input or analysis. 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.

Date: 7/25/16

Signed:

Mike Sullivan, Senior Environmental Planner

County of Riverside, Economic Development Agency

#### RIVERSIDE COUNTY CLERK & RECORDER

#### AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name:	Conveyance of Property to Elsinore Valley Municipal Water District					
Accounting String: 52	28500-47220-7200400000-FM0412700046					
DATE:	July 25, 2016					
AGENCY:	Riverside County Economic Development Agency					
	THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND OR THE ACCOMPANYING DOCUMENT(S).					
NUMBER OF DOCU	MENTS INCLUDED: One (1)					
AUTHORIZED BY:	Mike Sullivan, Senior Environmental Planner, Economic Development					
Signature:						
PRESENTED BY:	Craig Olsen, Senior Real Property Agent, Economic Development Agency					
	-TO BE FILLED IN BY COUNTY CLERK-					
ACCEPTED BY:	_					
DATE:	보다 보					
RECEIPT # (S)	변 연					



Date:

July 25, 2016

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 # FM0412700046

Conveyance of Property to Elsinore Valley Municipal Water District

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 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501

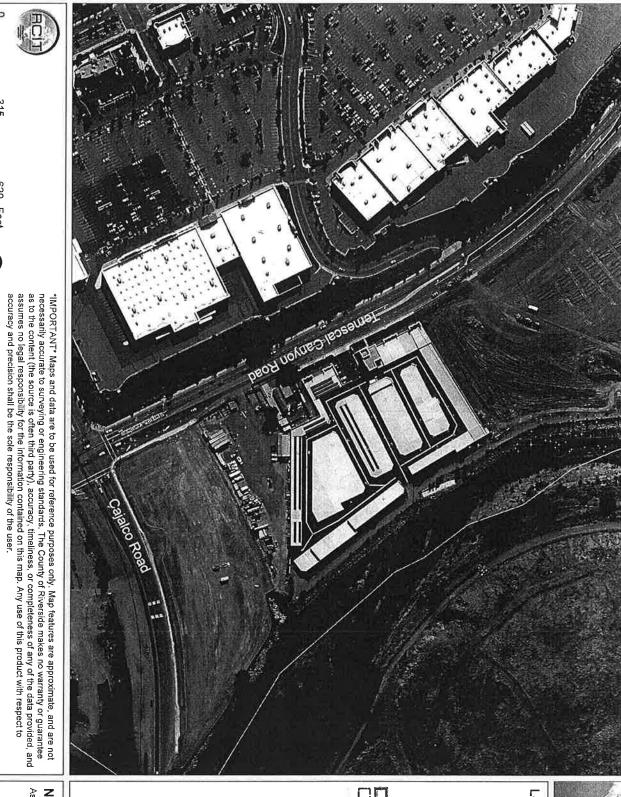
If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

## Aerial Image

Convey Fee Simple Title to Real Property located in the Unincorporated Area of Corona.





## Legend

highways roadsanno

HWY

OFFRAMP

INTERSTATE INTERCHANGE

**AMHS**n ONRAMP

cities counties

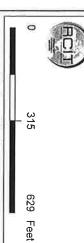
waterbodies Lakes

hydrographylines

Rivers

### Notes

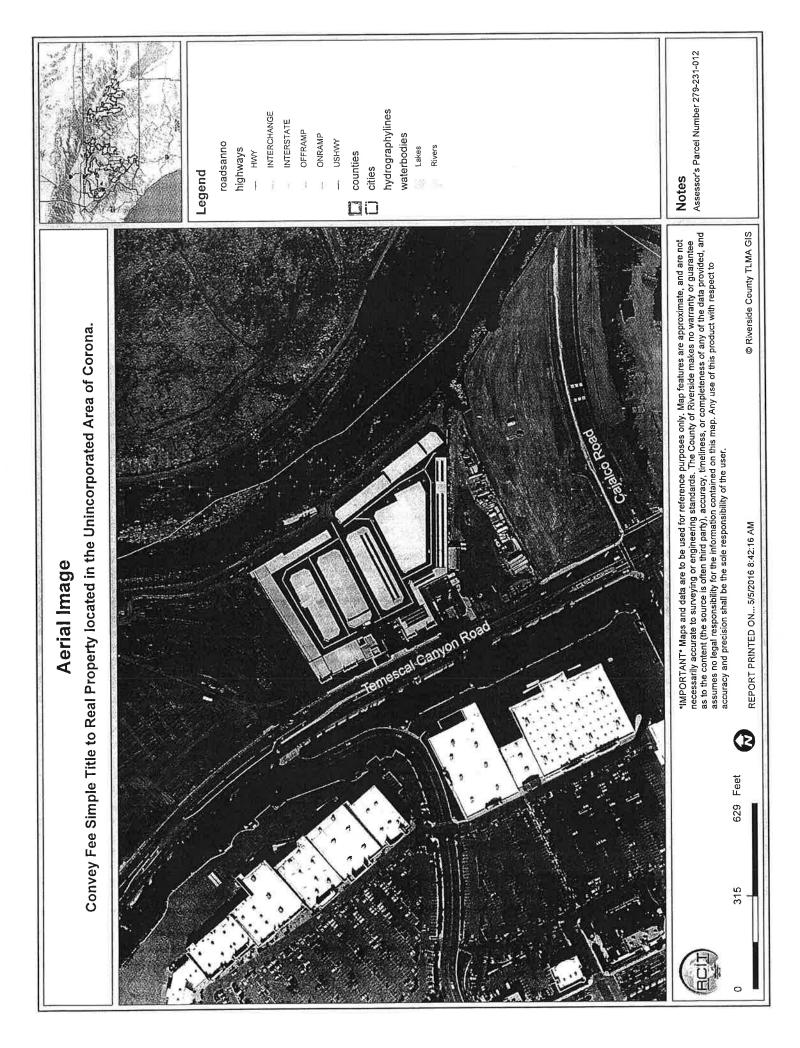
Assessor's Parcel Number 279-231-012



REPORT PRINTED ON... 5/5/2016 8:42:16 AM

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© Riverside County TLMA GIS



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



FROM: Economic Development Agency

SUBMITTAL DATE:

August 23, 2016 SUBJECT: Resolution No. 2016-136, Notice of Intention to Convey Fee Simple Title to Real Property Located in the Unincorporated Area of Corona by Quitclaim Deed to the Elsinore Valley Municipal Water

District, District 2, [\$0]

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

- Adopt Resolution No. 2016-136, Notice of Intention to Convey Fee Simple Title to Real Property located in the unincorporated area of Corona, Assessor's Parcel Number 279-231-012 by Quitclaim Deed to the Elsinore Valley Municipal Water District; and
- Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

**BACKGROUND:** 

Summary

(Commences on Page 2)

Robert Field

Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:		Total Cost:		Ongoing Cost:		POLICY/CONSENT (per Exec. Office)
COST	\$	0 \$	0	\$	0	\$	0	Connect Cl. Delies TV
NET COUNTY COST	\$	0 \$	0	\$	0	\$	0	Consent D Policy
SOURCE OF FUN	DS: N/A	=77		·		Budget Ad	iustn	nent: No

For Fiscal Year: 2016/17

C.E.O. RECOMMENDATION:

**APPROVE** 

**County Executive Office Signature** 

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, 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 public meeting on or after September 13, 2016 at 9:00 a.m. or as soon as possible thereafter.

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays:

None

Absent:

None

Date:

August 23, 2016

XC:

EDA, COB

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

Kecia Harper-Ihem

Clerk of the Board

County

Positions Added Change Order 

4/5 Vote

×

A-30 

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

**Economic Development Agency** 

**FORM 11:** Resolution No. 2016-136, Notice of Intention to Convey Fee Simple Title to Real Property Located in the Unincorporated Area of Corona by Quitclaim Deed to the Elsinore Valley Municipal Water District, District 2, [\$0]

**DATE:** August 23, 2016

**PAGE**: 2 of 2

#### **BACKGROUND:**

#### **Summary**

Pursuant to Government code Section 25365, the County may transfer real property or any interest therein, belonging to the County to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use. The County intends to convey fee simple title to real property located in the unincorporated area of Corona, Assessor's Parcel Number 279-231-012 by Quitclaim Deed, more particularly described in Exhibit A Legal Description, attached hereto, to the Elsinore Valley Municipal Water District (EVMWD.)

The property is the former Fire Station #15 and consists of a 1,635 square foot building on a .26 acre lot located at 20320 Temescal Canyon Road, Unincorporated Area of Corona, State of California. This fire station, which was built in 1962, has since been vacated by Riverside County Fire and is no longer in service due to the size limitations and worn condition of the property. This property is no longer needed by the County and it provides EVMWD with a suitable property for a future EVMWD water project.

The property was recently appraised by an independent Appraiser at a value of \$190,000. EVMWD has agreed to pay this amount to the County to purchase the property.

This resolution has been reviewed and approved by County Counsel as to legal form.

#### **Impact on Citizens and Businesses**

The transfer of this property will assist EVMWD in their efforts to provide service to the citizens and businesses in this area of the County. The proceeds of the sale will provide revenue for services that benefit both the citizens and businesses of the County.

#### **SUPPLEMENTAL:**

#### Additional Fiscal Information

There is no Net County Cost associated with this transaction and no budget adjustment is necessary at this time.

Attachments: Resolution No. 2016-136 Exhibit A Aerial Image 1

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#### **Board of Supervisors**

#### County of Riverside

#### Resolution No. 2016-136

Notice of Intention to Convey Real Property in the Unincorporated Area of Corona, California Assessor's Parcel Number 279-231-012 by Quitclaim Deed

WHEREAS, the property consists of .26 acres and a 1,635 square foot building, located at 20320 Temescal Canyon Road, unincorporated Area of Corona, State of California; and

WHEREAS, the property was acquired by the County of Riverside in 1962 for the purpose of a fire station; and

WHEREAS, the property has been vacated by Riverside County Fire and is no longer in service due to the size limitations and poor condition of the property; and

WHEREAS, the County of Riverside no longer has a use for the property and desires to transfer the property to the Elsinore Valley Municipal Water District for use by the District for the consideration of \$190,000 (One Hundred Ninety Thousand Dollars); and

WHEREAS, the Elsinore Valley Municipal Water District and the County of Riverside concur that it would be in the best interest of both parties to transfer ownership of the property to the District; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Riverside, California, in regular session assembled on August 23, 2016, intends to convey to the Elsinore Valley Municipal Water District on or after September 13, 2016, the following described real property: Certain real property located in the unincorporated area of Corona, State of California, identified as Assessor's Parcel Number 279-231-012 by Quitclaim Deed, and is more particularly described in Exhibit "A" Legal Description, attached hereto and thereby made a part hereof.

1	The Board of Supervisors will meet to conclude the proposed transaction on or						
2	after September 13, 2016, at 9:00 a.m. or thereafter, in the meeting room of the Board						
3	of Supervisors located on the 1st floor of the County Administrative Center, 4080						
4	Lemon Street, Riverside, California.						
5	BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of						
6	Supervisors is directed to give notice hereof as provided in Section 6061 of the						
7	Government Code.						
8							
9	ROLL CALL:						
10	Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley Navs: None						
11	Nays: None Absent: None						
12							
13	The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.						
14	KECIA HARPER-IHEM, Clerk of said Board						
15	By Deputy						
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28

#### **EXHIBIT "A"**

#### TEMESCAL CANYON FIRE STATION #15

THOSE PORTIONS OF GOVERNMENT LOTS 1 AND 4 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 16, T. 3 S., R. 6 W., S.B.B.M., AS SHOWN BY MAP OF GOVERNMENT SURVEY, APPROVED NOVEMBER, 1874, AND GRANTED TO THE COUNTY OF RIVERSIDE BY GRANT DEEDS RECORDED IN BOOK 3136, PAGES 217 AND 218, AND BOOK 3136, PAGE 219, BOTH RECORDED MAY 9, 1962 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN

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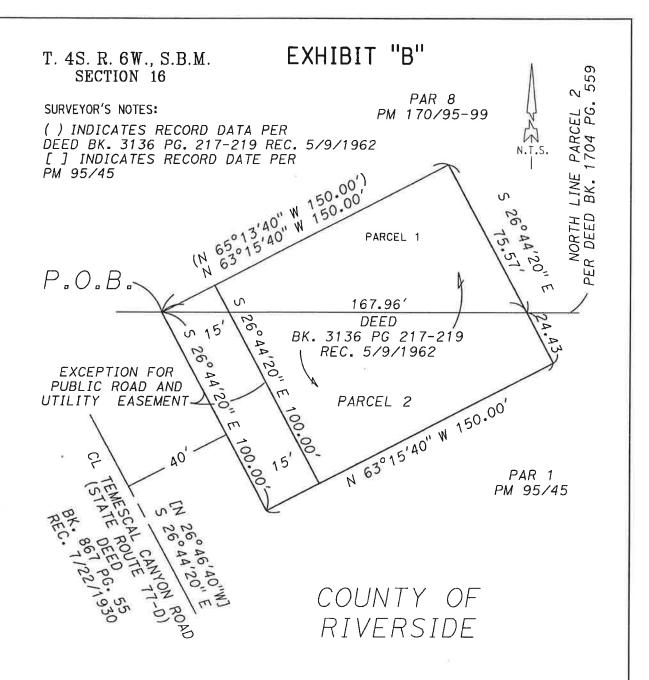
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PREPARED UNDER MY SUPERVISION:

EDWARD D. HUNT P.L.S. 7530

2- 9- 2016

DATE:



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000056313

PCL No.: 0393-003A

WO No.: A3-0393

SCALE: NTS

PROJECT: LIMONITE AVE (I-15 INTERCHANGE)

PREPARED BY: JAL

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

DATE: FEBRUARY 2016
SHEET 1 OF 1

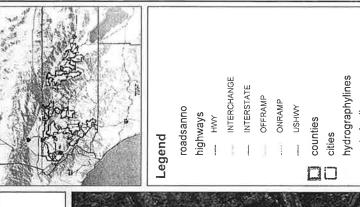
DATE: 2-9-2016



# Aerial Image

Convey Fee Simple Title to Real Property located in the Unincorporated Area of Corona.





Lakes

Assessor's Parcel Number 279-231-012



## 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

August 30, 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. 2016-136

To Whom It May Concern:

Attached is a copy for publication in your newspaper for <u>ONE (1) TIME</u> on <u>Friday:</u> September 2, 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:

Legals < legals@pe.com>

Sent:

Tuesday, August 30, 2016 9:28 AM

To:

Gil, Cecilia

Subject:

Re: FOR PUBLICATION: Resolution No. 2016-136

Received for publication on 9/2. Proof with cost to follow.

Nick Eller

#### Labor Day Deadlines 2016

**Pub Date** 

Deadline

Sat - Tues 9/3 - 9/6 Wednesday 9/7

Wed 8/31 @10:30am Thurs 9/1 @10:30am

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

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

#### The Press-Enterprise PE.COM / La Prensa

On Tue, Aug 30, 2016 at 8:59 AM, Gil, Cecilia < CCGIL@rcbos.org > wrote:

Good morning!

Attached is a Notice of Public Meeting, for publication on Friday, Sept. 2, 2016. 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. 2016-136**

Notice of Intention to Convey Real Property in the Unincorporated Area of Corona, California Assessor's Parcel Number 279-231-012 by Quitclaim Deed

WHEREAS, the property consists of .26 acres and a 1,635 square foot building, located at 20320 Temescal Canyon Road, unincorporated Area of Corona, State of California; and

WHEREAS, the property was acquired by the County of Riverside in 1962 for the purpose of a fire station; and

WHEREAS, the property has been vacated by Riverside County Fire and is no longer in service due to the size limitations and poor condition of the property; and

WHEREAS, the County of Riverside no longer has a use for the property and desires to transfer the property to the Elsinore Valley Municipal Water District for use by the District for the consideration of \$190,000 (One Hundred Ninety Thousand Dollars); and

WHEREAS, the Elsinore Valley Municipal Water District and the County of Riverside concur that it would be in the best interest of both parties to transfer ownership of the property to the District; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Riverside, California, in regular session assembled on August 23, 2016, intends to convey to the Elsinore Valley Municipal Water District on or after September 13, 2016, the following described real property: Certain real property located in the unincorporated area of Corona, State of California, identified as Assessor's Parcel Number 279-231-012 by Quitclaim Deed, and is more particularly described in Exhibit "A" Legal Description, attached hereto and thereby made a part hereof.

The Board of Supervisors will meet to conclude the proposed transaction on or after September 13, 2016 at 9:00 a.m. or thereafter, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is hereby directed to give notice hereof as provided in Section 6061 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 August 23, 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: August 30, 2016 Kecia Harper-Ihem, Clerk of the Board

By: Cecilia Gil, Board Assistant

#### **EXHIBIT "A"**

#### **TEMESCAL CANYON FIRE STATION #15**

THOSE PORTIONS OF GOVERNMENT LOTS 1 AND 4 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 16, T. 3 S., R. 6 W., S.B.B.M., AS SHOWN BY MAP OF GOVERNMENT SURVEY, APPROVED NOVEMBER, 1874, AND GRANTED TO THE COUNTY OF RIVERSIDE BY GRANT DEEDS RECORDED IN BOOK 3136, PAGES 217 AND 218, AND BOOK 3136, PAGE 219, BOTH RECORDED MAY 9, 1962 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### PARCEL 1

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955, IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, N 63° 15' 40" E (N 65°13'40" E AS SHOWN ON SAID GRANT DEED RECORDED IN BOOK 3136, PAGE 219), A DISTANCE OF 150 FEET;

THENCE S 26° 44' 20" E, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, A DISTANCE OF 75.57 FEET, TO THE NORTHERLY LINE OF SAID PARCEL 2;

THENCE WEST ALONG SAID NORTHERLY LINE OF PARCEL 2, A DISTANCE OF 167.96 FEET TO THE POINT OF BEGINNING

#### PARCEL 2

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN

BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF SAID PARCEL 2 AS DESCRIBED IN DEED RECORDED MARCH 9, 1955 IN SAID BOOK 1704, PAGE 552 OF OFFICIAL RECORDS;

THENCE EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 167.96 FEET;

THENCE S 26° 44' 20" E, PARALLEL WITH AND DISTANT 150 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D A DISTANCE OF 24.43 FEET;

THENCE AT RIGHT ANGLES, S 63° 15' 40" W, A DISTANCE OF 150 FEET TO SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D;

THENCE N 26° 44' 20" W, (FORMERLY RECORDED N 26° 44' 30" E), ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

PARCELS 1 AND 2 GROSS AREA CONTAINING 150,000 SQUARE FEET, OR 0.29 ACRES. MORE OR LESS

**EXCEPTING** FROM PARCEL 1 AND PARCEL 2 AN EASMENT FOR PUBLIC ROAD AND UTILITY PURPOSES, INCLUDING DRAINAGE PURPOSES, OVER, UPON, ACROSS AND WITHIN THE REAL PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, 80 FEET IN WIDTH, CONVEYED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY QUITCLAIM DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGE 55 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, WITH THE NORTHERLY LINE OF PARCEL 2 OF THOSE PARCELS OF LAND CONVEYED TO GLADDING, MCBEAN AND COMPANY BY DEED RECORDED MARCH 9, 1955, IN BOOK 1704, PAGE 559 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D, N 63° 15' 40" E ALONG THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 15 FEET TO A POINT ON A LINE PARALLEL WITH AND 15 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77 –D;

THENCE ALONG SAID PARALLEL LINE, S 26° 44' 20" E, A DISTANCE OF 100.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2:

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, S 63° 15' 40" W, A DISTANCE OF 15 FEET TO SAID NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 77-D;

THENCE N 26° 44' 20" W, (FORMERLY RECORDED N 26° 44' 30" E), ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

EXEMPTION PARCEL CONTAINS 1,500 SQUARE FEET, OR 0.034 ACRES MORE OR LESS.

PREPARED UNDER MY SUPERVISION:

EDWARD D. HUNT P.L.S. 7530

2- 9- 2016

DATE: