

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



ITEM  
3.15  
(ID # 3971)

**MEETING DATE:**

Tuesday, July 25, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-076, Authorization to Purchase Fee Interests in Real Property and Building Improvements, City of Riverside, County of Riverside, California; Approve the Standard Agreement and Escrow Instructions for Purchase of Real Estate between the County of Riverside and Springs Gateway Building Partnership, District 1, CEQA Exempt, [\$87,509] Departmental Revenue-General Fund .01% Sub Fund 11183, 99.99% (Clerk to post Notice)

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

1. Find that the purchase of the real property and building improvements are exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities and Section 15061(b)(3);
2. Adopt Resolution No. 2017-076, Authorization to Purchase the Fee Interests in Real Property and Building Improvements located at 2724-2744 Gateway Drive in the City of Riverside, County of Riverside, with Assessor's Parcel Number 291-450-065, at a purchase price in the amount of \$1.00 plus due diligence and transactional costs in the amount of \$87,508.00;

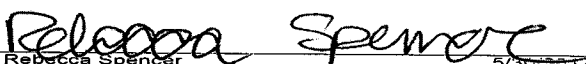
**ACTION:** Policy

  
Robert Field, Assistant County Executive Officer/EDA

5/30/2017

  
Peter Aldana, Assessor-County-Clerk Recorder

5/30/2017

  
Rebecca Spencer

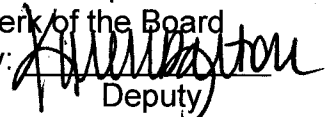
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: July 25, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

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

3. Approve the Standard Agreement and Escrow Instructions For Purchase of Real Estate between the County of Riverside and Springs Gateway Building Partnership and authorize the Chairman to execute said Agreement and the certificate of acceptance on behalf of the County in order to complete the purchase of the real property;
4. Approve the termination of the Lease effective upon the recordation of the Grant Deed in favor of the County;
5. Ratify and authorize a reimbursement to EDA/Real Estate Division for all acquisition costs incurred in an amount not to exceed \$87,509.00 from General Fund Sub-Fund 11183;
6. 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; and
7. Direct the Clerk of the Board to file a Notice of Exemption with the County Clerk for posting within 5 days of approval by the Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$87,509	\$0	\$87,509	\$ 0
<b>NET COUNTY COST</b>	\$9	\$0	\$9	\$ 0
<b>SOURCE OF FUNDS:</b> Departmental Revenue-General Fund 0.01% and Sub Fund 11183 99.99%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2017/18

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

**BACKGROUND:**

**Summary**

The County of Riverside (County) occupies the real property with a building and other improvements, known as the Gateway Building (Facility) in the City of Riverside located at 2724-2744 Gateway Drive consisting of 103,000 square feet of space. The Facility was developed on 5.5 acres of land and the County entered into a 20-year lease on June 18, 1996 for use by the Assessor-County Clerk-Recorder and Registrar of Voters (Departments).

The Lease Agreement with the Springs Gateway Building Partnership provides purchase option rights to the County at various time periods to purchase the fee interests in the real property and improvements and upon consummation of a purchase by the County the lease automatically terminates. As the lease is set to expire September 1, 2017, there remains one final option period for the County to pursue this acquisition of the Facility for a purchase price of one dollar plus any acquisition costs as defined below. The County and Springs Gateway Building Partnership now desire to enter into the Agreement for the Purchase and Sale of Real Property to memorialize the County's exercise of this option to purchase the real property with the Facility and other improvements.

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

The acquisition of this property will provide immediate and long term savings to the County. The current lease rate in effect is \$1.03 per square foot, exclusive of utilities and lease administration fees. The estimated rate for County maintenance and County custodial upon County ownership is approximately \$.51 per square foot, exclusive of utilities.

The purchase of the real property and improvements are exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities exemption because it is the purchase of an existing facility and Section 15061(b)(3) as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and as the project involves no expansion of an existing use or alteration.

The Board of Supervisors on March 21, 2017, Minute Order No. 3.3, adopted Resolution 2017-038, Notice of Intent to Purchase Land and Improvements, in the City of Riverside, County of Riverside, California.

The Agreement for the Purchase and Sale of Real Property and Resolution No. 2017-076 have been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The acquisition of this real property and Facility will be a cost benefit to the County of Riverside. The acquisition will enable the Departments to continue to provide effective and efficient services to the residents and community for many years to come.

**SUPPLEMENTAL**

**Additional Fiscal Information**

The following summarizes the due diligence funding necessary to acquire the Facility also described as Assessor's Parcel Number 291-450-065.

Purchase Price	\$ 1.00
Estimated Title, Property Tax*, and Escrow Charges	\$57,508.00
County Staff and Due Diligence Costs	\$30,000.00
Total Estimated Costs	\$87,509.00

\*An amount of \$32,332.00 is being deposited into Escrow by the County for payment of estimated Ad Valorem taxes to assist with consummating the transaction. Upon close of escrow, Seller (Lessor) shall reimburse County this cost promptly upon receipt of the prorated reimbursement by the County Tax Collector.

Acquisition costs will be reimbursed by the General Fund Sub Fund 11183 once funding is available.

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

Attachments:

Resolution No. 2017-076


Agreement for the Purchase and Sale of Real Property

Notice of Exemption

Aerial Map

RF:JWW:VC:VY:HR:tg 319FM 19.039 13584 Minute Traq ID 3971

  
Rohini Dasika, Principal Management Analyst 7/17/2017

  
Gregory V. Priamos, Director County Counsel 7/12/2017

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 7-13-17  
DATE: 7-13-17  
SYNTHIA M. GUNZEL

Board of Supervisors

County of Riverside

Resolution No. 2017-076

Authorization to Purchase Fee Interests in Real Property and Building Improvements

In the City of Riverside, County of Riverside, California

Assessor's Parcel Number 291-450-065

**WHEREAS**, on June 18, 1996, the County, as Lessee, entered into that certain Lease Agreement with The Springs Gateway Building Partnership, as Lessor, dated June 18, 1996 whereby the County leased from Lessor certain real property located at 2724-2744 Gateway Drive, City of Riverside, County of Riverside, State of California, also identified with Assessor's Parcel Number 291-450-065, that now consist of land and improvements (including a 103,000 square foot building) on 5.44 acres of land (the "Property"); and

**WHEREAS**, the Lease included an option to purchase the Property which may be exercised at the end of the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> years; and

**WHEREAS**, Resolution No. 2017-038, Notice of Intent to Purchase Land and Improvements, the Property, was adopted by the Board of Supervisors on March 21, 2017, Minute Order No. 3.3 and to authorize the Economic Development Agency (EDA) to exercise the option to purchase the Property on behalf of the County; and

**WHEREAS**, EDA sent a letter dated May 4, 2017 to the representative for the Lessor to provide notice of the County's intent to exercise the option to purchase the Property free and clear of any loans, mortgages, liens, and encumbrances;

**WHEREAS**, the County and Springs Gateway Building Partnership now desire to enter into that certain Standard Agreement and Escrow Instructions for Purchase of Real Estate to memorialize the County's exercise of this option to purchase the Property; and

**WHEREAS**, the County has reviewed and determined that the purchase of the Property as being categorically exempt from the California Environmental Quality Act

1 ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3)  
2 because the proposed project is the purchase of real property involving the transfer of  
3 title to the real property with existing facilities for the continued use of said existing  
4 improvements situated on the land which will have no significant impact on the  
5 environment; now therefore,

6 BE IT RESOLVED, DETERMINED AND ORDERED BY THE Board of  
7 Supervisors of the County of Riverside, in regular session assembled on or after July  
8 25, 2017, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of  
9 Supervisors located at the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon  
10 Street, Riverside, California, based upon a review of the evidence and information  
11 presented on the matter, as it relates to this acquisition, this Board:

- 12 1. Has determined that the proposed acquisition project is  
13 categorically exempt from CEQA pursuant to CEQA Guidelines  
14 Sections 15301 and 15061(b)(3) because the County is merely  
15 purchasing the fee interest in the Property with existing facilities to  
16 continue the present use of the Property and it can be seen with  
17 certainty that there is no possibility that the activity in question will  
18 have a significant effect on the environment; and
- 19 2. Authorizes the purchase of the Property, located in the City of  
20 Riverside, County of Riverside, State of California, identified with  
21 Riverside County Assessor's Parcel Number 291-450-065, more  
22 particularly described in Exhibit "A," attached hereto and made a  
23 part hereof, consisting of land and improvements (including a  
24 103,000 square-foot building) on 5.44 acres of land, from Springs  
25 Gateway Building Partnership, a California limited partnership, in  
26 the amount of One Dollar (\$1.00), plus acquisition costs in the  
27 approximate amount of Eighty Seven Thousand Five Hundred  
28 Nine Dollars (\$87,509.00).

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board  
2 hereby approves the Standard Agreement and Escrow Instructions for Purchase of  
3 Real Estate between the County and Springs Gateway Building Partnership and  
4 authorizes the Chairman of the Board of Supervisors of the County of Riverside to  
5 execute the Agreement and the certificate of acceptance document on behalf of the  
6 County to complete the purchase of the real property and this transaction.

7 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County  
8 Executive Officer of the Economic Development Agency, or his designee, is authorized  
9 to execute any other necessary documents to complete this transaction.

10 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
11 Supervisors has given notice hereof pursuant to Government Code Section 6063.

12  
13  
14 ROLL CALL:

15 Ayes: Jeffries, Tavaglione, Washington, Perez 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  
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HR:tg/051117/319FM/18.852

## **EXHIBIT "A"**

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

### **PARCEL A:**

Parcels 26, 27 and 29 of Parcel Map 19617, in the City of Riverside, County of Riverside, State of California, as shown by Map on file in Book 128, Pages 91 through 103 of Parcel Maps, in the Office of the County Recorder of said County

**EXCEPTING THEREFROM** that portion of said Parcels 26 and 27, described as follows:

Beginning at the most Westerly corner of said Parcel 26;  
Thence North 68° 33' 50" East, along the Northwestern line of said Parcel 26, a distance of 135.17 feet;  
Thence South 19° 02' 33" East, a distance of 290.73 feet;  
Thence South 14° 15' 48" East, a distance of 58.61 feet to the Southeasterly line of said Parcel 27; The following three courses being along the Southeasterly and Southwesterly lines of said Parcel 27 and the Southwesterly line of said Parcel 26;  
Thence South 75° 44' 12" West, a distance of 112.30 feet;  
Thence North 59° 56' 34" West, a distance of 32.13 feet;  
Thence Northwesternly on a non-tangent curve concave Southwesterly, having a radius of 3055.00 feet, through an angle of 05° 48' 50", an arc length of 310.00 feet (the initial radial line bears North 74° 22' 40" East), to the Point of Beginning.

Assessor's Parcel No: 291-450-065

### **PARCEL B:**

A Non-Exclusive Easements for ingress, egress and parking as evidenced by and defined in that certain document entitles Real Property Covenant and Reciprocal Easement Agreement, executed October 28, 1996 and recorded December 4, 1996 as Instrument No. 1996-458495 of Official Records of Riverside County, California.





# STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

AIR Commercial Real Estate Association

July 10, 2017

(Date for Reference Purposes)

## 1. Buyer.

1.1 The County of Riverside, a political subdivision of the state of California, ("Buyer") hereby offers to purchase the real property, hereinafter described, from Springs Gateway Partnership, LLC, a California limited liability company the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30 or on or before~~ August 22, 2017 ~~days after the waiver or expiration of the Buyer's Contingencies,~~ ("Expected Closing Date") to be held by Commonwealth Land Title Company ("Escrow Holder") whose address is 888 S. Figueroa Street, Ste. 2100, Los Angeles, California 90017

, Phone No. (213) 330-2330, Facsimile No. n/a

upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties upon which the Parties have executed this Agreement.

## 2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) Commercial office building consisting of approximately 103,000 square feet occupied by County of Riverside agencies including the Assessor-County Clerk-Recorder and Registrar of Voters. is located in the City of Riverside, County of Riverside, State of California, is commonly known by the street address of 2724 Gateway Drive

and is legally described as: n/a

(APN: 291-450-065).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the Parties ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as including but not limited to the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and an emergency generator purchased and maintained by the County of Riverside

(collectively, the "Improvements").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☒ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and n/a all of

which shall be removed by Seller prior to Closing.

## 3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$1.00, payable as follows:

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): \$1.00

(Strike if not applicable)

(b) Amount of "New Loan" as defined in paragraph 5.1, if any: \$

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)");

(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: \$

Said First Note is payable at \$ per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on ).

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: \$

Said Second Note is payable at \$ per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on ).

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6. ("Purchase Money Note") in the amount of: \$

(Strike if not applicable)

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Total Purchase Price:

\$1.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

#### 4. Deposits:

4.1 ☐ Buyer has delivered to Broker a check in the sum of \$\_\_\_\_\_, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or \_\_\_\_\_ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder or ☐ within 2 or \_\_\_\_\_ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check in the sum of \$\_\_\_\_\_. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

#### 4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \$\_\_\_\_\_ to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$\_\_\_\_\_ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period, provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is \_\_\_\_\_. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach.

#### 5. Financing Contingency. (Strike if not applicable)

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least \_\_\_\_\_% of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within \_\_\_\_\_ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

#### 6. Seller Financing (Purchase Money Note). (Strike if not applicable)

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of \_\_\_\_\_% per annum, with principal and interest paid as follows: \_\_\_\_\_

The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) **Prepayment.** Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) **Late Charge.** A late charge of 5% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) **Due On Sale.** In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

#### 7. Real Estate Brokers:

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

☐ \_\_\_\_\_ represents Seller exclusively ("Seller's Broker");

☐ \_\_\_\_\_ represents Buyer exclusively ("Buyer's Broker"); or

☐ \_\_\_\_\_ represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers

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named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

#### 8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage standard California Land Title Association owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, and Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 15 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions. Seller may not provide notice to close to Buyer unless and until Buyer has failed to obtain approval from the Board of Supervisors on or before the Expected Closing Date.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

#### 9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) **Disclosure.** Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or \_\_\_\_\_ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) **Physical Inspection.** Buyer has 10 or 20 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) **Hazardous Substance Conditions Report.** Buyer has 30 or 20 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) **Soil Inspection.** Buyer has 30 or 20 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) **Governmental Approvals.** Buyer has 30 or 20 days from the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) **Conditions of Title.** Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or 20 days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing. Seller agrees that all loans, monetary liens and financial encumbrances identified in 10.2 below shall be removed at or before Closing. Seller shall cooperate with and provide to escrow holder any information and execute documentation necessary to clear all loans, monetary liens and financial encumbrances at or before Closing.

(g) **Survey.** Buyer has 30 or 20 days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA Extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.



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(h) ~~Existing Leases and Tenancy Statements.~~ Seller shall within 10 or \_\_\_\_\_ days of the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues. Buyer and Seller acknowledge that Buyer's right to purchase under this Agreement arises from the current lease between Buyer and Seller for the Property. Said lease will be terminated upon the Close of Escrow. In the event Close of Escrow has not occurred on or before the Expected Closing Date, Buyer shall be responsible for the cost of all obligations of the "Lessor" under the lease until the Close of Escrow or the Agreement is terminated, provided such delay is due to the fault of the Buyer.

(i) ~~Owner's Association.~~ Seller shall within 10 or \_\_\_\_\_ days of the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) **Other Agreements.** Seller shall within 10 or \_\_\_\_\_ days of the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) ~~Financing.~~ If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) ~~Existing Notes.~~ If paragraph 3.1(c) has not been stricken, Seller shall within 10 or \_\_\_\_\_ days of the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid; and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or \_\_\_\_\_ days from the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or \_\_\_\_\_ days of the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or \_\_\_\_\_ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) **Personal Property.** In the event that any personal property is included in the Purchase Price, Buyer has 10 or \_\_\_\_\_ days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or \_\_\_\_\_ days of the Date of Agreement.

(n) ~~Destruction, Damage or Loss.~~ Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction, or damage or loss to the Property or any portion thereof from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) **Material Change.** Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) **Seller Performance.** The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) **Brokerage Fee.** Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

#### 10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

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(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

(i) All releases for the following financial liens and encumbrances: (1) A deed of trust to secure an indebtedness to beneficiary named as Farm Bureau Life Insurance Company, as more particularly described in the provided preliminary title report (reference no. 09192736-09).

**10.3 Buyer shall deliver to Seller through Escrow:**

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

~~(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~

~~(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.~~

~~(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.~~

~~(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~

~~(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.~~

**10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.**

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

**11. Prorations and Adjustments.**

**11.1 Taxes.** Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill. Before Closing, Seller shall submit payment to escrow holder for its prorated share of any taxes assessed against the Property. Buyer agrees to pay the prorated share of any taxes assessed against the Property from the date of Closing. After the Close of Escrow, Buyer will file any necessary documentation with the County Tax Collector for the property tax exemption and will seek a refund of amounts paid by Buyer through escrow in order to close escrow and consummate the transaction. In the event that the Tax Collector inadvertently refunds to the Seller said payment made by the Buyer, Seller shall immediately tender that refund to Buyer.

**11.2 Insurance. WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

~~11.3 Rentals, Interest and Expenses.~~ Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

~~11.4 Security Deposit.~~ Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

~~11.5 Post Closing Matters.~~ Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

~~11.6 Variations in Existing Note Balances.~~ In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

~~11.7 Variations in New Loan Balance.~~ In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

~~11.8 Owner's Association Fees.~~ Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up-front fees required by the association from Buyer's funds.

**12. Representations and Warranties of Seller and Disclaimers.**

**12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:**

(a) **Authority of Seller.** Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) **Maintenance During Escrow and Equipment Condition At Closing.** Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) **Hazardous Substances/Storage Tanks.** Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) **Compliance.** Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

~~(e) Changes in Agreements.~~ Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval which approval will not be unreasonably withheld.

(f) **Possessory Rights.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) **Mechanics' Liens.** There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) **Actions, Suits or Proceedings.** Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) **Notice of Changes.** Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) **No Tenant Bankruptcy Proceedings.** Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) **No Seller Bankruptcy Proceedings.** Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) **Personal Property.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

**12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.**

~~12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property, then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding~~

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~~said representation or warranty.~~

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

**13. Possession.**

Possession of the Property shall be given to Buyer at the Closing ~~subject to the rights of tenants under Existing Leases.~~

**14. Buyer's Entry.**

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times ~~and subject to rights of tenants,~~ to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

**15. Further Documents and Assurances.**

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

**16. Attorneys' Fees.**

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party ~~or Broker~~ who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party ~~or Broker~~ of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

**17. Prior Agreements/Amendments.**

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

**18. Broker's Rights.**

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

~~18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.~~

**19. Notices.**

19.1 Whenever any Party ~~or Escrow Holder or Brokers~~ herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party ~~or Broker~~ hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

**20. Duration of Offer.**

~~20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of \_\_\_\_\_~~

~~on the date of \_\_\_\_\_~~

~~it shall be deemed automatically revoked.~~

~~20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.~~

**21. LIQUIDATED DAMAGES. ~~(This Liquidated Damages paragraph is applicable only if initiated by both Parties.)~~**

~~THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \_\_\_\_\_ UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.~~

\_\_\_\_\_  
Buyer Initials

\_\_\_\_\_  
Seller Initials

**22. ARBITRATION OF DISPUTES. ~~(This Arbitration of Disputes paragraph is applicable only if initiated by both Parties.)~~**

~~22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW. THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING, PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.~~

~~22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A~~

  
INITIALS

  
INITIALS



COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Buyer Initials

\_\_\_\_\_  
Seller Initials

### 23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar business days.

### 24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller.* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller.* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations: (1) *To the Buyer.* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller.* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) **Agent Representing Both Seller and Buyer.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) **Further Disclosures.** Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 **Confidential Information.** Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. **Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26 **Additional Provisions:** Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs \_\_\_\_\_ through \_\_\_\_\_. (If there are no additional provisions write "NONE".)

☐ a energy disclosure addendum is attached;

  
INITIALS

  
INITIALS

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER:

BUYER:

SIGNATURE PAGE TO FOLLOW

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

Broker/Agent BRE License #: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

27. Acceptance.

27.1 Seller accepts the foregoing offer agreement to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 Seller acknowledges that Brokers have been retained to locate a Buyer and are the procuring cause of the purchase and sale of the Property set forth in this Agreement. In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to \_\_\_\_\_ % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker \_\_\_\_\_ % and Buyer's Broker \_\_\_\_\_ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER:

SELLER:

SIGNATURE PAGE TO FOLLOW

Attn: \_\_\_\_\_  


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

PAGE 8 OF 9



INITIALS

INITIALS



Address: \_\_\_\_\_ Name Printed: \_\_\_\_\_  
 \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
 Facsimile: (\_\_\_\_) \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_\_  
 Email: \_\_\_\_\_ Email: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_  
 \_\_\_\_\_  
 Broker/Agent BRE License #: \_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Name Printed: \_\_\_\_\_  
 \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_  
 Facsimile: (\_\_\_\_) \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you  
 are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203.  
 Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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*JT*

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*DM*

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Signature Page for  
Standard Agreement and Escrow Instructions for Purchase of Real Estate  
2724 Gateway Drive, Riverside, California  
Assessor's Parcel Number 291-450-065

**BUYER:**

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

By: 

John Tavaglione  
Chairman  
Board of Supervisors

**SELLER:**

SPRINGS GATEWAY BUILDING  
PARTNERSHIP, LLC, a California  
Limited liability company

By: 

Deanna Magnon, Manager

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: 

Deputy

(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: 

**SYNTHIA M. GUNZEL**  
Deputy County Counsel

RV180/319FM



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

March 22, 2017

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

TEL: (951) 368-9229  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2017-038

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **3 consecutive Saturdays: March 25, April 1 and April 8, 2017.**

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, March 21, 2017 3:00 PM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Res. 2017-038

Oops, sorry. Yes. Will publish on 3/25, 4/1 and 4/8.

Nick Eller

Legal Advertising Phone: **951-368-9222** / Fax: **951-368-9018** / E-mail: [legals@pe.com](mailto:legals@pe.com)

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

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

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## The Press-Enterprise

PE.com / La Prensa

On Tue, Mar 21, 2017 at 2:40 PM, Gil, Cecilia <[CCGIL@rivco.org](mailto:CCGIL@rivco.org)> wrote:

Nick,

Let's not go backwards ☺...3/25, 4/1 and 4/8.

*Cecilia Gil*

Board Assistant

Clerk of the Board of Supervisors

4080 Lemon St., 1st Floor, Room 127

Riverside, CA 92501

(951) 955-8464 Fax (951) 955-1071

Mail Stop# 1010

[ccgil@rivco.org](mailto:ccgil@rivco.org)

<http://rivcocob.org/>

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

**Resolution No. 2017-038**

Notice of Intent to Purchase Land and Improvements  
In the City of Riverside, County of Riverside, California  
Assessor's Parcel Numbers: 291-450-065

WHEREAS, on June 18, 1996, the County entered into a lease for real property located at 2724-2744 Gateway Drive, City of Riverside, County of Riverside, State of California, also identified as Assessor's Parcel Number 291-450-065, consisting of land and improvements (a 103,000 square foot building) on 5.44 acres of land (the "Property"); and

WHEREAS, the lease included an option to purchase the Property which may be exercised at the end of the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> years; and

WHEREAS, the lease is now in its final year; now therefore

BE IT RESOLVED AND DETERMINED that the Board of Supervisors of the County of Riverside, in regular session assembled on March 21, 2017, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board at its public meeting on or after **April 11, 2017, at 9:00 a.m.** or soon thereafter, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize and consummate a transaction in which the County of Riverside will purchase from Springs Gateway Building Partnership, a California limited partnership, certain land and improvements at the property located at 2724-2744 Gateway Drive, City of Riverside, County of Riverside, State of California, also identified as Assessor's Parcel Number 291-450-065, consisting of land and improvements (a 103,000 square foot building) on 5.44 acres of land, at a purchase price of One Dollar (\$1.00), plus acquisition costs in the approximate amount of \$55,177.00, as stated below.

BE IT RESOLVED AND DETERMINED that the Chairman of the Board of Supervisors of the County of Riverside is authorized to execute the documents to complete the purchase of the real property and this transaction.

BE IT FURTHER RESOLVED AND DETERMINED that the Economic Development Agency estimates expending a not to exceed amount of \$55,177.00 to complete the acquisition of the property. Costs include a preliminary title report, appraisal, title premium, staff time, escrow fees, and miscellaneous other duties as deemed necessary.

BE IT RESOLVED AND DETERMINED that the Chairman of the Board of Supervisors of the County of Riverside is authorized to execute the documents to complete the purchase of the real property and this transaction.

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.

**ROLL CALL:**

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on March 21, 2017.

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

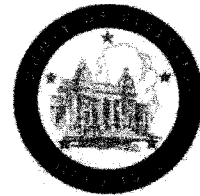
meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

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: March 22, 2017      Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

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



ITEM  
3.3  
(ID # 3426)

**MEETING DATE:**

Tuesday, March 21, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-038, Notice of Intent to Purchase Land and Improvements, City of Riverside, County of Riverside, California, District 1, [\$55,177] Departmental Revenue- General Fund 0.01%; General Fund Sub Fund 11183, 99.99% (Clerk to give Notice)

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

1. Adopt Resolution No. 2017-038, Notice of Intent to Purchase the land and improvements, located at 2724-2744 Gateway Drive, in the City of Riverside, County of Riverside, Assessor's Parcel Number 291-450-065, from Springs Gateway Building Partnership, a California limited partnership;
2. Authorize the Economic Development Agency to exercise the option to purchase the land and improvements on 5.44 acres of land described as Assessor's Parcel Number 291-450-065 at a price not to exceed \$1.00.
3. Authorize the Economic Development Agency to incur typical due diligence and transaction costs in the amount of approximately \$55,177.00; and
4. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6063.

**ACTION: (Policy, CIP)**

Robert Field, Assistant County Executive Officer/EDA

2/21/2017

Peter Aldana

2/28/2017

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after April 11, 2017 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Tavaglione and Washington  
Nays: None  
Absent: Ashley  
Date: March 21, 2017  
xc: EDA, COB//

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>
<b>COST</b>	\$35,177	\$20,000	\$55,177	\$0
<b>NET COUNTY COST</b>	\$35,177	\$20,000	\$55,177	\$0
<b>SOURCE OF FUNDS:</b> Departmental Revenue-General Fund 0.01%; General Fund Sub Fund 11183 99.99%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2016/17	

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

**BACKGROUND:**

**Summary**

The County of Riverside (County) occupies the Gateway Building in the city of Riverside located at 2724-2744 Gateway Drive consisting of 103,000 square feet. The building was developed on 5.5 acres of land and the County entered into a 20-year lease on June 18, 1996, for use by the Assessor-County Clerk-Recorder and Registrar of Voters.

The lease agreement provides option rights to the County at various time periods during the lease term to purchase the land and improvements and upon consummation of a purchase the lease automatically terminates. As the lease expires September 1, 2017, there remains one final option period to pursue an acquisition.

The purpose of this Form 11 and Resolution is to acquire the land and improvements located at 2724-2744 Gateway Drive, Riverside, with a target acquisition date of August 22, 2017. The sales price as per the agreement for the facility is \$1.00.

The acquisition of this building will provide substantial savings to the County over time. The current lease rate in effect is \$1.03 per square foot, exclusive of utilities and lease administration fees. The estimated rate for County maintenance and County custodial upon County ownership is approximately \$.51 per square foot, exclusive of utilities.

**Impact on Residents and Business**

The acquisition of this site and facility will be a cost benefit to County of Riverside, which will enable the continued services to the community for many years to come.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary to acquire Assessor's Parcel Number 291-450-065.

Purchase Price	\$	1.00
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**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Estimated Title and Escrow Charges	\$25,176.00
County Staff Costs	\$30,000.00
Total Estimated Costs	\$55,177.00

EDA will front the acquisition costs which will be reimbursed by the General Fund Sub Fund 11183.

Attachments:

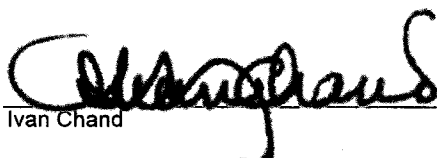
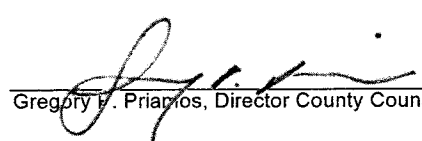
Resolution No. 2017-038

Aerial Map

RF:JVW:VC:VY:HR:ra RV180 18.624 13473

Minute Traq ID 3426

	
Gregory V. Priamos, Director County Counsel	Rohini Dasika, Principal Management Analyst
3/7/2017	3/13/2017

	
Ivan Chand	Gregory V. Priamos, Director County Counsel
3/14/2017	3/7/2017

FORM APPROVED COUNTY COUNSEL  
3/21/17  
DATE  
BY: R. TODD FRAHM

Board of Supervisors

County of Riverside

Resolution No. 2017-038

Notice of Intent to Purchase Land and Improvements

In the City of Riverside, County of Riverside, California

Assessor's Parcel Numbers: 291-450-065

WHEREAS, on June 18, 1996, the County entered into a lease for real property located at 2724-2744 Gateway Drive, City of Riverside, County of Riverside, State of California, also identified as Assessor's Parcel Number 291-450-065, consisting of land and improvements (a 103,000 square foot building) on 5.44 acres of land (the "Property"); and

WHEREAS, the lease included an option to purchase the Property which may be exercised at the end of the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> years; and

WHEREAS, the lease is now in its final year; now therefore

BE IT RESOLVED AND DETERMINED that the Board of Supervisors of the County of Riverside, in regular session assembled on March 21, 2017, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board at its public meeting on or after April 11, 2017, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize and consummate a transaction in which the County of Riverside will purchase from Springs Gateway Building Partnership, a California limited partnership, certain land and improvements at the property located at 2724-2744 Gateway Drive, City of Riverside, County of Riverside, State of California, also identified as Assessor's Parcel Number 291-450-065, consisting of land and improvements (a 103,000 square foot building) on 5.44 acres of land, at a purchase price of One Dollar (\$1.00), plus acquisition costs in the approximate amount of \$55,177.00, as stated below.

1 BE IT RESOLVED AND DETERMINED that the Chairman of the Board of  
2 Supervisors of the County of Riverside is authorized to execute the documents to  
3 complete the purchase of the real property and this transaction.

4 BE IT FURTHER RESOLVED AND DETERMINED that the Economic  
5 Development Agency estimates expending a not to exceed amount of \$55,177.00 to  
6 complete the acquisition of the property. Costs include a preliminary title report,  
7 appraisal, title premium, staff time, escrow fees, and miscellaneous other duties as  
8 deemed necessary.

9 BE IT RESOLVED AND DETERMINED that the Chairman of the Board of  
10 Supervisors of the County of Riverside is authorized to execute the documents to  
11 complete the purchase of the real property and this transaction.

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

15 ///

16 /// ROLL CALL:

17 /// Ayes: Jeffries, Tavaglione and Washington

Nays: None

18 /// Absent: Ashley

19  
20 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.

21 KECIA HARPER-IHEM, Clerk of said Board

22 By 

Deputy

23  
24  
25  
26 R:\ra\032017\RV180\18.625 S:\Real Property\TYPING\Docs-18.500 to 18.999\18.625.doc  
27  
28



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

7/26/17  
Date

kb  
Initial

## NOTICE OF EXEMPTION

February 9, 2017

**Project Name:** County of Riverside, Economic Development Agency (EDA) 2724-2744 Gateway Drive Acquisition, Riverside

**Project Number:** FM0417200319

**Project Location:** 2724-2744 Gateway Drive, east of Valley Springs Parkway, Riverside, California 92507; Assessor's Parcel Number (APN) 291-450-065 (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) occupies a building in the City of Riverside located at 2724-2744 Gateway Drive, consisting of 103,000 square feet of office space. The building was developed on approximately 5.5 acres of land and the County entered into a 20-year lease on June 18, 1996, for use by the Assessor-County Clerk-Recorder and Registrar of Voters. The lease agreement provides rights to the County at various time periods during the lease term to purchase the land and improvements and upon consummation of the purchase, the lease terminates. As the lease expires September 1, 2017, there remains one last option time period to pursue an acquisition. The acquisition of the land, building, and improvements and subsequent termination of the lease is identified as the proposed Project under the California Environmental Quality Act (CEQA). The Project is limited to a purchase and lease termination agreement resulting in no further action or changes and does not cause significant physical changes in the land. 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 and Springs Gateway Building Partnership, LLC

**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 does the Project include unusual circumstances which could 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. No significant environmental impacts are anticipated to occur with the purchase of the land, building, and improvements and termination of the existing lease agreement.

JUL 25 2017

3.15

P.O. Box 1188 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.4484

[www.rivcoeda.org](http://www.rivcoeda.org)

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

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

- **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 a purchase and lease termination agreement. The purchase of the land, building and improvements would not result in a substantial increase in intensity of use or exceed the planned capacity of the site. The County currently occupies the building and the purchase would not result in any expansion of public services and facilities. 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 purchase and termination of the existing lease agreement will not result in any direct or indirect physical environmental impacts. The transfer of title on the property will result in no changes to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts to the 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: 2/9/17

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** 2724-2744 Gateway Drive Acquisition, Riverside

**Accounting String:** 524830-47220-7200400000 - FM0417200319

**DATE:** February 9, 2017

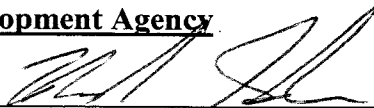
**AGENCY:** Riverside County Economic Development Agency

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:** Heidi Rigler, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

**ACCEPTED BY:** -

**DATE:** -

**RECEIPT # (S)** -



Date: February 9, 2017

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 # FM0417200319**  
2724-2744 Gateway Drive Acquisition, Riverside

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