

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



ITEM  
3.6  
(ID # 4810)

**MEETING DATE:**

Tuesday, October 24, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND  
MANAGEMENT AGENCY - TRANSPORTATION DEPARTMENT :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND  
MANAGEMENT AGENCY - TRANSPORTATION DEPARTMENT: Resolution  
No. 2017-110, Authorization to Purchase Real Property (Assessor's Parcel  
Number: 285-210-023) Located in the Unincorporated County Area of Perris,  
California, by Grant Deed, District 1, CEQA Exempt, [\$140,650] TUMF-100%  
(Clerk to File Notice of Exemption-Requires 4/5th Vote)

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

1. Find that the proposed acquisition is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15325(a) and (c)-Transfers of ownership of interests in land to preserve existing natural conditions and allow restoration of natural conditions;
2. Adopt Resolution No. 2017-110, Authorization to Purchase Real Property (Assessor's Parcel Number: 285-210-023) located in the unincorporated county area of Perris, California by Grant Deed;

**ACTION:** 4/5 Vote Required, Policy

Robert Field, Assistant County Executive Officer/EDA

8/29/2017

Patricia Komo, Director of Transportation

10/3/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: October 24, 2017  
xc: EDA, Transp., Recorder

Kedia 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 Transfer Agreement by and between the County of Riverside and Riverside County Transportation Commission, and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
4. Authorize the Chairman to sign the Certificate of Acceptance on behalf of the County;
5. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee to execute any other documents and administer all actions necessary to complete this transaction;
6. Authorize and allocate the amount of \$130,000 for the fee simple interest to Assessor's Parcel Number 285-210-023 to be used as an offset against and deduction of the allocation of eligible Transportation Uniform Mitigation Fees (TUMF);
7. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$10,650 for due diligence and staff expenses to complete this transaction; and
8. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five 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>	\$ 140,650	\$ 0	\$ 140,650	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: TUMF 100%</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	2017/18

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

**BACKGROUND:**

**Summary**

The Riverside County Transportation Commissions (RCTC) owns unimproved vacant land consisting of approximately 9.88 acres located at 19780 Gustin Road in an unincorporated county area of Perris, California, identified as Assessor's Parcel Number 285-210-023 (Property).

County and RCTC entered into a Federal Funding Cooperative Agreement whereby RCTC, as an agency responsible for directing the programming and allocation of federal funding for transportation improvement projects, would receive federal funds approved by the Federal Highway Administration and the California Department of Transportation and direct the programming and allocation of such funds for the Cajalco Road Widening Project.

The County proposes to purchase the Property as the first step to utilize the drainage as a biological mitigation site for County road projects. Transportation Department Staff conducted a review of the Project and has determined that the proposed acquisition qualifies for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA)

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

Guidelines, pursuant to Section 15325 subsection (a) acquisition, sale, or other transfer of areas to preserve the existing natural conditions, including plant or animal habitats; and subsection (c) acquisition, sale, or other transfer to allow restoration of natural conditions, including plant or animal habitats. The purpose of acquiring the property is to preserve and restore natural conditions to the existing drainage within the property, which will enhance the habitat for plants and animals. Therefore, the Project is consistent with Section 15325(a) and (c) of the CEQA Guidelines.

RCTC identified the Property as surplus and offered the property to all government agencies for the appraised value of \$130,000. The County is proposing to accept the offer of a fee simple interest of Assessor's Parcel Number 285-210-023 from the Riverside County Transportation Commission for the fair market value of \$130,000 (Consideration). There are \$10,650 in due diligence costs for this transaction.

RCTC also allocates state and federal transportation funds in Riverside County for region-wide projects funded under the Transportation Uniform Mitigation Fee (TUMF), a fee paid by new development to mitigate new transportation demands caused by growth. Consideration shall be an offset against and a deduction of the allocation of eligible TUMF funds that the county would be allocated for the Project in an amount equal to the Consideration.

In the event the County does not proceed with the Project within 10 years following the date upon which the agreement is fully executed, the County shall have the option to either tender the Consideration to RCTC in legal tender or offer to transfer the Property back to the RCTC under the terms of the agreement.

The Transfer Agreement and Resolution No. 2017-110 have been reviewed and approved by County Counsel as to legal form.

**Impact on Citizens and Businesses**

The purchase of the property will provide an opportunity for restoration of the natural streambed, which would be a positive long-term impact on area residents, because of the local watershed and ecosystem would be improved towards a natural state. In addition, restoration of the streambed would facilitate obtaining environmental permits for construction of various road improvement projects which would expedite project approval and completion thus, providing a substantial benefit to the residents of Riverside County.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the purchase of Assessor's Parcel Number 285-210-023 as well as due diligence costs and staff time for this transaction.

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

Purchase Price:	\$130,000
Estimated Title and Escrow Charges	1,650
EDA-RE Real Property Staff Time (estimated cost – not to exceed)	9,000
Total Estimated Acquisition Costs	\$140,650

The consideration for the purchase price shall be in the form of an offset against and deduction of the allocation of eligible fees from the Transportation Uniform Mitigation Fee (TUMF) Program as further described in the Transfer Agreement between the County and RCTC. No net county costs will be incurred as a result of this transaction.

**Attachments:**

- Exhibit A-Vicinity Map
- Notice of Exemption
- Transfer Agreement By and Between County of Riverside and Riverside County Transportation Commission (2)
- Grant Deed
- Resolution No. 2017-110

RF:PR:JWW:VC:VY:SV:jb 456TR 18.822 13532  
Transportation Work Order No. CO-0551  
MinuteTraq #4810

  
Reshmi Dasika, Principal Management Analyst 10/16/2017

  
Gregory V. Priamos, Director County Counsel 9/7/2017

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**RESOLUTION NO. 2017-110**  
**AUTHORIZATION TO PURCHASE REAL PROPERTY**  
**(ASSESSOR'S PARCEL NUMBER: 285-210-023)**  
**LOCATED IN THE UNINCORPORATED COUNTY AREA OF PERRIS, CALIFORNIA**  
**BY GRANT DEED**

**WHEREAS**, the Riverside County Transportation Commission, a public agency, ("Seller"), is the owner of certain real property located at 19780 Gustin Rd. in an unincorporated area of the County of Riverside, State of California, consisting of approximately 9.88 acres (430,373 square feet) of vacant land, identified by Assessor's Parcel No. 285-210-023, ("Property"); and

**WHEREAS**, the County of Riverside, on behalf of its Transportation Department, ("County Transportation"), desires to acquire the property to offer as a biological mitigation measure towards various County of Riverside ("County") road improvement projects including but not limited to the Cajalco Road Widening Project; and

**WHEREAS**, the County has negotiated the purchase of the Property which contains a natural streambed that can be utilized to meet project environmental mitigation requirements; and

**WHEREAS**, the County Transportation staff has reviewed and determined that the purchase of the Property as being categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15325(a) and (c)-transfers of ownership of interests in land to preserve existing natural conditions and allow restoration of natural conditions; and

**WHEREAS**, the County desires to acquire from Seller and the Seller desires to

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 8-20-17  
DATE: SYNTIA M. GUNZEL

1 sell to the County the Property pursuant to the terms of a Transfer Agreement, now,  
2 therefore,

3 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the  
4 Board of Supervisors of the County of Riverside, California, ("Board"), in regular  
5 session assembled on or after October 24, 2017, in the meeting room of the Board of  
6 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon  
7 Street, Riverside, California, that this Board, based upon a review of the evidence and  
8 information presented on the matter, as it relates to this acquisition has determined that  
9 the proposed acquisition project is categorically exempt from CEQA pursuant to State  
10 CEQA Guidelines Section 15325.

11 **BE IT FURTHER RESOLVED AND DETERMINED** that this Board authorizes  
12 the purchase of the Property, at or after 9:00 a.m., more particularly described as  
13 Exhibit "A", attached hereto and thereby made a part hereof, consisting of  
14 approximately 9.88 acres of vacant land at a purchase price of One Hundred Thirty  
15 Thousand Dollars (\$130,000), plus costs and fees of Ten Thousand Six Hundred Fifty  
16 Dollars (\$10,650) from the Riverside County Transportation Commission by Grant  
17 Deed. The consideration of the purchase price shall be in the form of an offset against  
18 and deduction of the allocation of eligible Transportation Uniform Mitigation Fee  
19 (TUMF) as further described in the Transfer Agreement. No net County costs will be  
20 incurred as a result of this transaction.

21 **BE IT FURTHER RESOLVED AND DETERMINED** that this Board approves the  
22 Transfer Agreement by and between the County of Riverside and Riverside County  
23 Transportation Commission and that the Chairman of the Board is authorized to  
24 execute the Agreement on behalf of the County.

25 **BE IT FURTHER RESOLVED AND DETERMINED** that the Assistant County  
26 Executive Officer/Economic Development Agency or designee is authorized to execute  
27 any other documents to complete this transaction; and  
28



EXHIBIT "A"

Legal Description of the Property

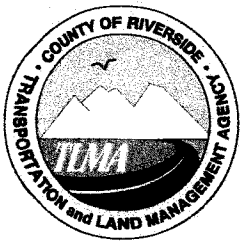
All that certain property situated in the County of Riverside, State of California, described as follows:

Parcel 4 of Parcel Map No. 7080, in the County of Riverside, State of California as shown by Map on file in Book 20, Page 67 of Maps, Records of Riverside County, California.

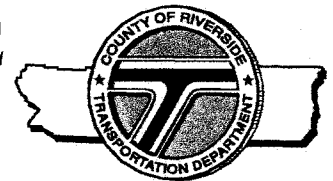
Assessor's Parcel Number: 285-210-023-1

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**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



Patricia Romo, P.E.  
Director of Transportation

**Transportation Department**

**MEMORANDUM**

DATE: June 13, 2017

TO: Mary Ann Meyer, Office of the County Clerk

FROM: Russell Williams, Environmental Division Manager *RW*

RE: W.O. # ZC0 0551C, T.C.# Z1610

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

10/25/17 kb  
Date Initial

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 2003-138. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Mary Zambon. If you have any questions, please contact Mary at (951) 955- 6759, or at [mzambon@rivco.org](mailto:mzambon@rivco.org).

Attachment

cc: file

## NOTICE OF EXEMPTION

June 13, 2017

**PROJECT TITLE:** Gustin Road Property Acquisition  
Work Order #ZCO 0551C, Task Code #Z 1610

**PROJECT SPONSOR:** Riverside County Transportation Department

**PROJECT LOCATION:** 19780 Gustin Road, south of Cajalco Road and east of Harley John Road in the unincorporated Woodcrest/Lake Mathews area

**SUPERVISORIAL DISTRICT:** First Supervisorial District

### **BACKGROUND:**

The County of Riverside, on behalf of its Transportation Department, ("County") proposes to purchase property along Gustin Road in the Woodcrest/Lake Mathews area, located south of Cajalco Road and east of Harley John Road. The property is 9.88 acres, is identified as Assessor's Parcel Number 285-210-023 (Exhibit 1) and is owned by the Riverside County Transportation Commission. The property is vacant and consists of a drainage known as Cajalco Creek and upland areas. Land uses surrounding the property include rural residential uses and vacant land.

The drainage area contains non-native and native vegetation, including mule fat, willows and multiple species of non-native plants. The drainage is suitable for use as a mitigation site to fulfill permitting requirements, based on the "Potential Mitigation Land Evaluation" prepared by ICF International, dated June 25, 2015. The evaluation is a planning level documentation of the property and is available for review at the County Transportation Department, 3525 14<sup>th</sup> Street, Riverside, CA, 92501.

### **PROJECT DESCRIPTION:**

The County proposes to purchase the property as the first step to utilize the drainage as a biological mitigation site for County road projects. Additional steps necessary to establish the property as a mitigation site will include a detailed assessment of the site's conformance to State and Federal permitting requirements, a restoration plan, and conveyance of ownership or management by an agency or special district authorized to handle restoration and ongoing maintenance.

Purchase of the property for restoration of the drainage area is compatible with the existing land uses in the area, which are rural residential and vacant land. The preservation and restoration of the drainage will enhance the ecosystem and the local watershed, and provide improved habitat for riparian plants and animals.

The portion of the property containing the drainage is mapped by FEMA as Zone A (FIRM Exhibit) and is subject to regulation by the California Department of Fish & Wildlife, the Santa Ana Regional Water Quality Control Board, and potentially the US Army Corps of Engineers. The Western Riverside County Multiple Species Habitat Plan contains regulations for Riparian/Riverine resources

which would apply to the property. Compliance with these regulations is consistent with the purchase of the property for use as a mitigation site and will occur prior to initiation of any restoration activities.

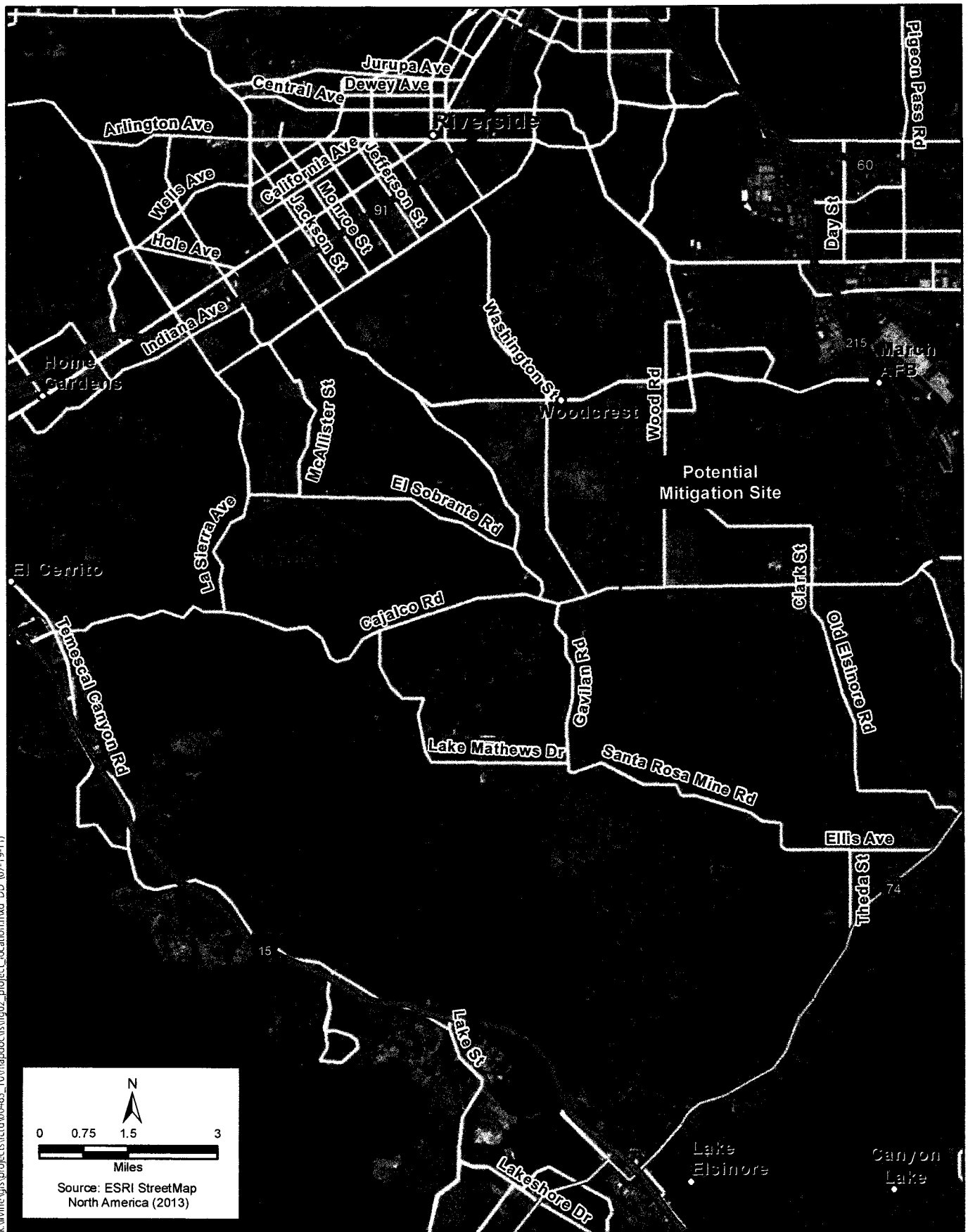
The Riverside County Transportation Department Staff conducted a review of the above referenced project and has determined that the proposed acquisition qualifies for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines, based on the following:

**California Environmental Quality Act Guidelines, Section 15325 subsection (a) Acquisition, sale, or other transfer of areas to preserve the existing natural conditions, including plant or animal habitats; and subsection (c) Acquisition, sale, or other transfer to allow restoration of natural conditions, including plant or animal habitats.**

The purpose of acquiring the property is to preserve and restore natural conditions to the drainage within the property, which will enhance the habitat for plants and animals. Therefore, the project is consistent with Section 15325 (a) and (c) of the CEQA Guidelines.

By: Mary Zambon, Senior Transportation Planner MZ

Signed: *Russell Williams*  
Russell Williams, Environmental Division Manager



k:\rune\gis\projects\ced\0465\_10\mapdoc\us\fig02\_project\_location.mxd DD (07/19/11)

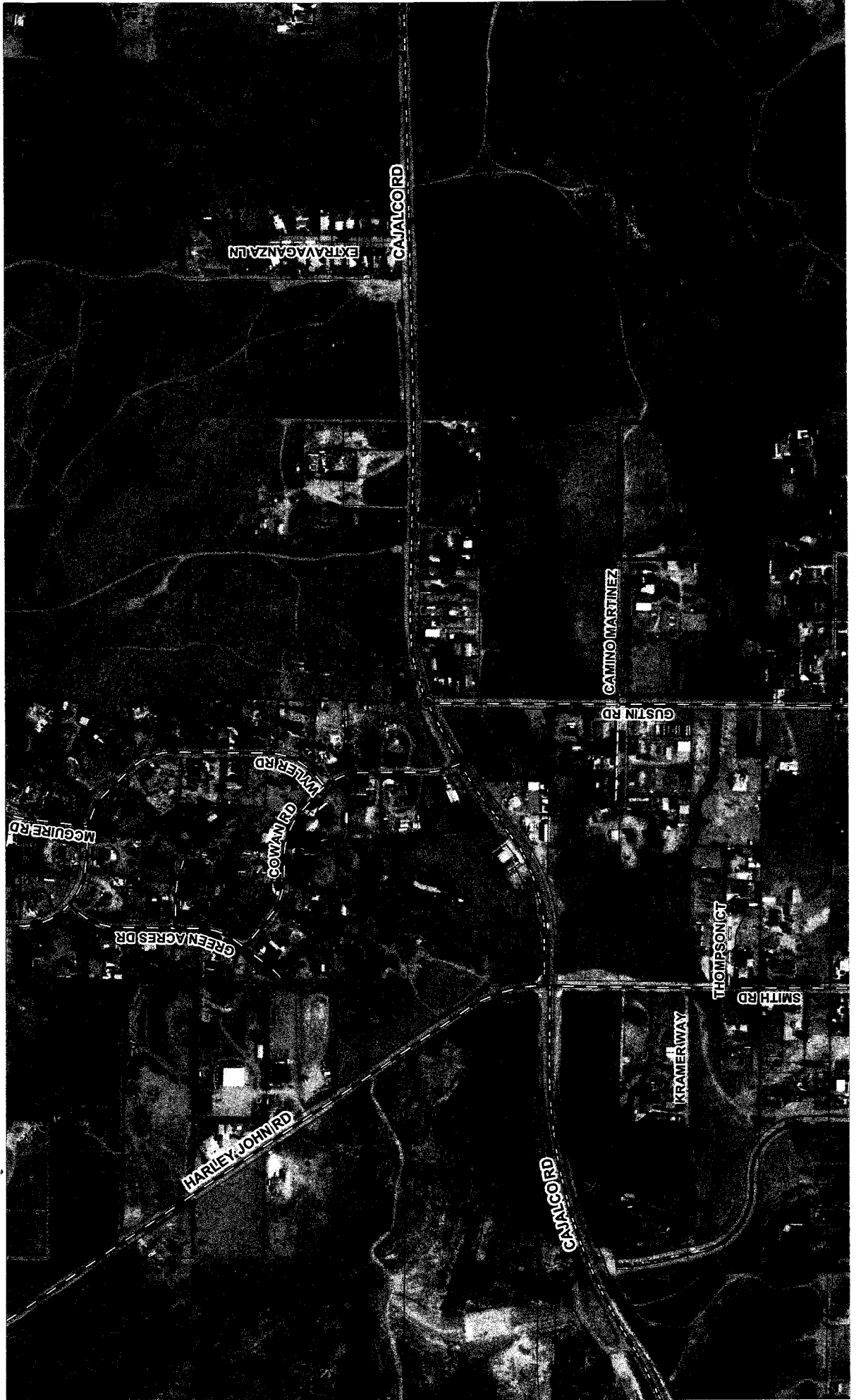
**Figure 2**  
**Potential Mitigation Area Location**  
**Potential Mitigation Area for Cajalco Road Widening**

The County of Riverside assumes no warranty or legal responsibility for the accuracy of the information presented on this map. Modifications and updates may not be complete or appropriate for all purposes. County GIS information is provided for the most current information. Do not copy or reuse this map.

# GUSTIN ROAD PROPERTY APN 285-210-023

## EXHIBIT 1

0 200 400 800 Feet  
1 inch = 400 feet  
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by mcameron on 10/6/2015





**RIVERSIDE COUNTY CLERK & RECORDER  
AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION NUMBER: W.O.#Z CO-0551C, Task Code Z1610  
537280-20000-3130500000 ZC00551C Z1610

AMOUNT: \$50.00

DATE: June 13, 2017

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Russell Williams, Environmental Division Manager

Signature: *Russell Williams*

PRESENTED BY: Mary Zambon, Senior Transportation Planner

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_

CLERK'S COPY

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

TRANSFER AGREEMENT  
BY AND BETWEEN  
COUNTY OF RIVERSIDE AND  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION

This TRANSFER AGREEMENT ("Agreement") is made and effective on \_\_\_\_\_ ("Effective Date") by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Buyer, ("County") and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California, as Seller ("RCTC"). County and RCTC may sometimes hereinafter collectively be referred to as the "Parties".

RECITALS

A. RCTC is the owner of certain real property located in the County of Riverside, State of California, consisting of approximately 9.88 acres of land, commonly known as 19780 Gustin Road, Perris, California ("Property"), identified with Assessor's Parcel Number 285-210-023, more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein. RCTC purchased this Property in connection with a road improvement project, known as the "Mid County Parkway Project", to improve access between Interstate 15 and State Route 79. Due to a change in the Mid County Parkway Project in 2009, the portion of the road widening improvements between the I-215 and I-15 was delayed.

B. In 2010, the County commenced the planning and environmental review of certain pavement and safety improvements to widen Cajalco Road between I-15 and I-215, known as the Cajalco Road Widening Project (the "Project") and has identified that the Property may be useful for mitigation purposes for the Project.

C. In 2015, the County and RCTC entered into that certain Federal Funding Cooperative Agreement whereby RCTC, as an agency responsible for directing the programming and allocation of federal funding for transportation improvement projects, would receive federal funds approved by the Federal Highway Administration and the California Department of Transportation and direct the programming and allocation of such funds for the Project.

D. RCTC also allocates state and federal transportation funds in Riverside County for regional projects funded under the Transportation Uniform Mitigation Fee Program (TUMF), a fee paid by new development to mitigate new transportation demands caused by growth.

E. RCTC receives these TUMF regional funds from the TUMF Program Administrator, the Western Riverside Council of Governments ("WRCOG"), who as the TUMF Program Administrator allocates and disburses funds for regional projects and zone projects to various qualified local public agencies.



F. The County of Riverside as a participating agency in the TUMF program seeks funds for qualifying projects from the administrators of the TUMF program.

G. RCTC has certain administrative authority over the TUMF Regional Funds for the region in which the Project is located and can authorize allocations and disbursements of the TUMF funds.

H. County desires to acquire from RCTC and RCTC desires to sell and transfer to County fee title to the Property for a public purpose such as mitigation for the benefit of the Project subject to the terms and conditions of this Transfer Agreement.

I. The Project is a TUMF facility with a certain Maximum TUMF Share cost estimate, including a Right of Way (ROW) component as specified in the current TUMF Nexus Study.

J. RCTC is willing to transfer the Property to the County for consideration in the form of a reduced future ROW allocation of TUMF funds for the Project in the amount of \$130,000, since this property transfer would reduce ROW costs associated with the future construction of the Project by said consideration amount.

K. WRCOG is supportive of the transfer of this Property by RCTC to the County and will accordingly reduce future TUMF ROW allocations from the Maximum TUMF Share for the applicable TUMF facility by the amount of \$130,000.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

#### AGREEMENT

1. **Transfer of the Property.** Within thirty (30) days of full execution of this Agreement, RCTC shall convey and transfer to County and County agrees to accept the fee title to the Property by Grant Deed, substantially in attached form as shown in Exhibit "C" and by this reference incorporated herein, for the consideration described herein ("Closing Date"). The transfer of Property shall be consummated pursuant to the terms and conditions of this Agreement. All references to "Property" herein shall include all of RCTC's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

2. **Valuation of the Property and Consideration.** The Parties agree that the value of the Property is One Hundred Thirty Thousand Dollars (\$130,000.00) (the "Consideration") and is deemed as the amount of consideration that RCTC agrees to accept for the sale and transfer of the Property to the County in a form other than the payment of legal tender by the County and as further described below. The Consideration shall be an offset against and a deduction of the allocation of eligible TUMF funds that the County would be allocated for the Project in an amount equal to the Consideration agreed upon by the Parties.

The Parties agree that the transfer of this Property by RCTC to the County is deemed an eligible funding expenditure; therefore the value of the Property can be deducted from the eligible TUMF funds or federal funding for the Project. In the event

that the County does not proceed with the Project within ten (10) years following the date upon which this Agreement is fully executed, County shall have the option to either tender the Consideration to RCTC in legal tender or offer to transfer the Property back to the RCTC. If the County chooses to tender the Consideration to RCTC in legal tender, it shall transfer said funds within thirty (30) days following the end of the ten (10) year period. If the County chooses to offer the Property back to RCTC and RCTC chooses to accept the Property back from the County, the County shall convey and transfer fee title (under the same terms and of the same quality as referenced in Section 1 of this Agreement) to RCTC within thirty (30) days after RCTC provides notice to the County of its election to receive the Property. In the event that RCTC elects not to accept the Property back from the County, the County shall tender the Consideration to RCTC within thirty (30) days after RCTC provides notice of its election not to receive the Property back from the County and may thereafter dispose of the Property as it wishes.

**3. RCTC's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of the County, the close of this transaction shall be conditioned upon the timely performance by RCTC of all obligations required of RCTC by the terms of this Agreement.

3.1 RCTC shall have tendered all documents required of it pursuant to this Agreement, including the Grant Deed described in Section 1.

3.2 RCTC shall have completed in a timely manner all of its obligations that are to be completed prior to the Closing Date.

3.3 Not less than one (1) business day prior to Closing Date, RCTC shall tender to County the following documents (in recordable form, as necessary):

3.3.1 The fully-executed and acknowledged Grant Deed;

3.3.2 FIRPTA Certificate and California Form 593-C; and

3.3.3 Such other documents and funds required of RCTC under this Agreement in the performance of its contractual or statutory obligations.

**4. County's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of RCTC, the close of this transaction shall be conditioned upon the timely performance by County of all obligations required of County by the terms of this Agreement.

4.1 County shall have tendered all documents required of it pursuant to this Agreement.

4.2 County shall have completed in a timely manner all of its obligations which are to be completed prior to the Closing Date as provided in this Agreement.

4.3 County shall execute a Certificate of Acceptance, accepting the fee simple interest in real property as described in the Grant Deed and consenting to recording of same ("Certificate of Acceptance") in substantially the same form as that attached to the Grant Deed.

**5. Suitability and Condition of Property.**

5.1 Determination of Suitability. The County is acquiring the Property for the

instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

18. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

19. **Survival.** The rights and obligations created in this Agreement shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.

20. This Agreement will be null and void if not duly approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

COUNTY OF RIVERSIDE:

By: 

John Tavaglione, Chairman  
Board of Supervisors

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION:

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

Anne Mayer, Executive Director

ATTEST:  
CLERK OF THE BOARD  
Kecia Harper-Ihem

By: 

Deputy

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: 

Synthia M. Gunzel  
Supervising Deputy County Counsel

APPROVED AS TO FORM:  
BEST, BEST & KRIEGER LLP

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

Steven DeBaun, Attorney for  
RCTC

**EXHIBIT "A"**

**Legal Description of the Property**

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

**Parcel 4 of Parcel Map No. 7080, in the County of Riverside, State of California as shown by Map on file in Book 20, Page 67 of Maps, Records of Riverside County, California.**

**Assessor's Parcel Number: 285-210-023-1**

**EXHIBIT "B"**

**DEPICTION OF PROPERTY**

[Attached behind this page]

**EXHIBIT "C"**  
**Grant Deed**

RECORDING REQUESTED BY AND  
RETURN TO:

County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

---

Exempt from Recording Fees per Govt. Code §27383  
No Documentary Transfer Tax per Revenue & Taxation Code §11922

**GRANT DEED**

FOR VALUE RECEIVED, receipt of which is hereby acknowledged,  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency ("Grantor")  
hereby grants to COUNTY OF RIVERSIDE, a political subdivision of the State of California  
("Grantee") all that certain real property situated in the City of Riverside, County of Riverside,  
State of California, more fully described in EXHIBIT "A" attached hereto and incorporated  
herein by this reference.

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

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION, a  
public agency

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Title)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT "A" TO GRANT DEED

Legal Description

[ATTACHED]



purposes described in the Recitals above. The County's obligation to purchase the Property is subject to the County's determination, in its sole discretion, that the Property is suitable for such use. The County's election to acquire title to the Property will constitute and be evidence of the County's determination regarding the suitability of the Property for such purposes.

5.2 Environmental Due Diligence. The County may elect to obtain a Phase I Environmental Assessment ("Phase I") of the Property and, if recommended by the County's environmental consultants, a Phase II Environmental Assessment ("Phase II"). Upon forty-eight (48) hours prior written notice, the County, its agents and consultants, may have access to the Property in order to conduct the Phase I (and, if required, Phase II); provided, however, that any invasive testing that may be required as a part of a Phase II will occur at times and in those locations mutually agreed upon by the Parties. The County will be responsible to repair any damage caused by invasive testing. Subject to the requirement of forty-eight (48) hours prior notice to RCTC, the County and its consultants may conduct such other inspections of the Property as the County may desire or deem appropriate, in the County's sole discretion, to determine the suitability of the Property for the County's intended use.

6. **Right of Entry.** County, its agents and consultants, will have a right of entry on the Property in order to conduct any testing and inspections, as described in Section 5.2 above. County will defend, indemnify and hold RCTC free and harmless from and against any and all claims, damages and liabilities with respect to County's exercise of this right of entry and will keep the Property free from mechanics lien claims. The County maintains and will continue to maintain adequate public liability insurance coverage throughout the term of this Agreement. The County's indemnity obligations as set forth herein will survive termination of this Agreement.

7. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. In the event that the County discovers any issues with the title or physical condition of the Property, the Parties will work cooperatively to resolve such issues prior to the close of the transaction. If the Parties cannot come to a reasonable resolution for any such identified issues prior to the Closing Date, then the County has the right to terminate this Agreement. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Deed by the RCTC to County will occur within the times described in Section 1 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

8. **County's Acknowledgment and General.**

8.1 Investigation and "As Is" Acceptance of the Property By the County. Except for RCTC's express representations and warranties contained herein, the County's election to purchase the Property will be based upon and will constitute evidence of the County's independent investigation of the Property, its use, development potential and suitability for the County's intended use, including (without limitation) the following: the feasibility of

developing the Property for the purposes intended by the County; the size and dimensions of the Property; the availability, cost and adequacy of water, sewage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the extent and conditions of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any proposed development thereof; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps, requirements of any improvement agreements; and any other governmental permits, approvals or acts (collectively "Approvals"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Approvals; the presence of endangered plant or animal species upon the Property; and all other matters concerning the condition, use, development or sale of the Property.

8.2 Waivers and Releases. The County acknowledges that except for RCTC's express representations and warranties contained herein, the County is relying solely on its own investigations of the Property and review of such information and documentation as it deems necessary and appropriate. RCTC has not independently verified the accuracy or completeness of information provided by RCTC that may have been prepared by third parties and therefore makes no representation regarding the accuracy or completeness thereof. RCTC is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any real estate broker, agent, employee or other person. The County further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided herein is made on an "as is" basis, with all faults.

9. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

**If to the RCTC:**

Riverside County Transportation  
Commission  
Attn: Anne Mayer, Executive Director  
4080 Lemon Street, 3rd Floor  
P.O. Box 12208  
Riverside, CA 92502-2208  
Telephone: (951) 787-7141  
Facsimile: (951) 787-7906

With a Copy to:

**If to County:**

County of Riverside  
Transportation Department  
Attn: Patricia Romo, Director of  
Transportation  
4080 Lemon Street  
Riverside, CA 92502  
Telephone: 951-955-6838  
Facsimile: 951-955-3198

With a copy to:

Best Best & Krieger LLP  
Attn: Steven DeBaun, Esq.  
3390 University Avenue, 5111 Floor  
Riverside, CA 92501  
Telephone: (951) 686-1450  
Facsimile: (951) 686-3083

County of Riverside  
Riverside County EDA/Real Estate  
Division  
Attn: Stephi Villanueva, Senior Real  
Property Agent  
3403 Tenth Street, Suite 400  
Riverside, CA 92501  
Telephone: (951) 955-9277

10. **Conflict of Interest.** No member, official or employee of the RCTC or County shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

12. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

13. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

15. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

16. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

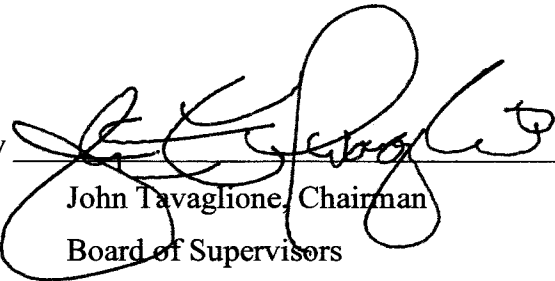
17. **Authority to Execute.** The individuals executing this Agreement and the


**COUNTY OF RIVERSIDE**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_ from the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the COUNTY OF RIVERSIDE, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this 24<sup>th</sup> day of October, 2017.

By   
John Tavaglione, Chairman  
Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY