

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



**ITEM  
3.3  
(ID # 6452)**

**MEETING DATE:**  
Tuesday, March 20, 2018

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

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution No. 2018-052, Authorization to Purchase Real Property in the City of Riverside, County of Riverside, California, CEQA Exempt, District 1, [\$3,012,550] General Fund Contingency Funds 100% (4/5 Vote Required) (Clerk to file Notice of Exemption)

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

1. Find the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2018-052, Authorization to Purchase Real Property located in the City of Riverside, County of Riverside, California State of California, with Assessor's Parcel Number 272-060-003;

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/EDA 2/28/2018

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: March 20, 2018  
xc: EDA

Kedia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

3. Approve Agreement of Purchase and Sale and Joint Escrow Instructions between the Western Municipal Water District of Riverside County, a public corporation of the State of California, and the County of Riverside and authorize the Chairman of the Board of Supervisors to execute said Agreement;
4. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete the transaction;
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$62,550 for due diligence and staff expenses; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of the approval by the Board.
7. Approve and direct the Auditor-Controller to make the budget adjustment as shown in attached Schedule A.

<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>	\$ 3,012,550	\$ 0	\$ 3,012,550	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> General Fund Contingency Funds 100%			<b>Budget Adjustment:</b>	<b>Yes</b>
			<b>For Fiscal Year:</b>	2017/18

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

**BACKGROUND:**

**Summary**

The Real Estate Division of the Economic Development Agency (EDA) on behalf of Emergency Management Department (EMD) proposes that the County of Riverside purchase the fee simple interest in real property located at 450 E. Alessandro Blvd, in the City of Riverside, County of Riverside, State of California and further identified as Assessor's Parcel Number 272-060-003 (Property) by Grant Deed from the Western Municipal Water District of Riverside County (WMWD).

The Property includes a 16,826 square foot office building situated on 3.8 acres of land in the City of Riverside and was the former administrative offices of WMWD. The Property includes existing offices and parking, storage and a "water-wise" garden area that was used for public educational purposes.

The acquisition price of \$2,950,000 (\$175.32 psf) represents a competitive price based on market comparable sales. When compared with the higher cost to develop a new facility, the price represents a good value for the County.

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

EMD desires to use this centralized Property to establish a new Western County Emergency Operation Center (EOC). The new EOC would serve to provide coordinated coverage and management in emergent and catastrophic events. The building will also serve to house administrative functions of EMD and will be improved accordingly.

In order to meet the requirements of the Essential Services Buildings Seismic Safety Act (Act), EDA's Project Management Office (PMO) will coordinate with the Emergency Management Department (EMD) to pursue the improvements that will be necessary to house the new Riverside County Emergency Operations Center (EOC). The initial estimated cost projection for implementation of a functional EOC is a range from \$7 million to \$9 million. The projected timeline for a project of this complexity is a minimum of twenty-four (24) months from completion of the building purchase.

RCIT will survey the site and determine the appropriate IT infrastructure framework required by the Act for an EOC. In addition, the Act requires that all nonstructural systems resist the forces generated by natural disasters, therefore, additional improvements may also include an interior renovation, as well as right-sizing the mechanical, electrical, plumbing and communications systems.

Pursuant to Government Code Section 25350, the County published a notice of intention to, the price, the seller and a statement of the time the Board will meet to consummate the purchase. On March 13, 2018, the Board adopted Resolution No. 2018-010, Notice of Intention to Purchase Real Property in the City of Riverside, County of Riverside, California.

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

Resolution No. 2018-052 and the Agreement of Purchase and Sale and Joint Escrow Instructions have been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

The acquisition of this site will benefit the entire County and provide a centralized EOC facility to coordinate and respond to emergent and catastrophic events. Residents and Businesses throughout the County will benefit through improved public safety.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of the Property with Assessor's Parcel Number 272-060-003:

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

Acquisition:	\$ 2,950,000
Estimated Title and Escrow Charges:	8,000
Preliminary Title Report	550
County Appraisal	4,500
Environmental Studies	2,500
Building Inspection	12,000
County Staff Time includes EDA Real Estate, EDA Environmental and County Counsel	35,000
<b>Total Estimated Acquisition Costs (Not to exceed)</b>	<b>\$3,012,550</b>

All costs associated with the acquisition of this property are fully funded by the General Fund Contingency Funds budget for FY 2017/18. No net county costs will be incurred as a result of this transaction.

**Attachments:**

- Schedule A
- Resolution No. 2018-052 with Exhibit A
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Notice of Exemption
- Aerial Image

RF:HM:VY:CAO:ra 040EO 19.689 13781 MinuteTrak: 6452

**Schedule A**

Decrease appropriations:		
10000-1109000000-581000	Appropriations for contingency	\$3,012,550
Anticipated increase in fund balance:		
10000-1109000000-370100	Unassigned fund balance	3,012,550
Increase in appropriations:		
30700-1104200000-542020	Buildings	3,012,550
Anticipated decrease in fund balance:		
30700-1104200000-350200	Unassigned fund balance	3,012,550

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

  
Mistry Wang, Supervising Accountant 3/6/2018

  
Rohini Dasika, Principal Management Analyst 3/13/2018

  
Gregory Priamos, Director County Counsel 3/8/2018

**Schedule A**

Decrease appropriations:

10000-1109000000-581000	Appropriations for contingency	\$3,012,550
-------------------------	--------------------------------	-------------

Anticipated increase in fund balance:

10000-1109000000-370100	Unassigned fund balance	3,012,550
-------------------------	-------------------------	-----------

Increase in appropriations:

30700-1104200000-542020	Buildings	3,012,550
-------------------------	-----------	-----------

Anticipated decrease in fund balance:

30700-1104200000-370100	Unassigned fund balance	3,012,550
-------------------------	-------------------------	-----------

1 Board of Supervisors

County of Riverside

2 Resolution No. 2018-052

3 Authorization to Purchase Real Property

4 Located In the City of Riverside, County of Riverside, State of California

5 Assessor's Parcel Number: 272-060-003

6  
7 WHEREAS, Western Municipal Water District of Riverside County, a public  
8 corporation of the State of California, ("WMWD" or "Seller"), is the owner of certain real  
9 property located at 450 E. Alessandro Blvd, in the City of Riverside, County of  
10 Riverside, State of California, consisting of an approximately 16,826 square foot office  
11 building and related improvements on approximately 3.8 acres of land, identified with  
12 Assessor's Parcel Number 272-060-003 ("Property"); and

13 WHEREAS, the Property is the former administrative offices of Western  
14 Municipal Water District of Riverside County; and

15 WHEREAS, the County of Riverside ("County"), on behalf of Emergency  
16 Management Department ("EMD"), desires to purchase the Property from the Seller  
17 and Seller desires to sell the Property to County and move forward with the  
18 transaction; and

19 WHEREAS, EMD desires to use this centralized Property to establish a new  
20 Western County Emergency Operation Center ("EOC"); and

21 WHEREAS, the new EOC would serve to provide coordinated coverage and  
22 management in emergent and catastrophic events; and

23 WHEREAS, EDA has reviewed and determined that the purchase of property  
24 as being categorically exempt from the California Environmental Quality Act ("CEQA")  
25 pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption;  
26 and Section 15061(b)(3), General Rule or "Common Sense" Exemption; now,  
27 therefore,

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* DATE: *3-7-18*  
SYNTHIA M. GUNZEL

1 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the  
2 Board of Supervisors of the County of Riverside ("Board"), in regular session  
3 assembled on or after March 20, 2018, at 9:00 a.m. or soon thereafter, in the meeting  
4 room of the Board of Supervisors located on the 1st floor of the County Administrative  
5 Center, 4080 Lemon Street, Riverside, California, based upon a review of the  
6 evidence and information presented on the matter, as it relates to this acquisition, this  
7 Board:

8 1. Has determined that the proposed acquisition project is categorically  
9 exempt from CEQA pursuant to CEQA Guidelines Section 15301, Class 1, Existing  
10 Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense"  
11 Exemption because the County is merely purchasing the fee interest in the Property to  
12 continue the present use of the Property and it can be seen with certainty that there is  
13 no possibility that the activity in question will have a significant effect on the  
14 environment; and

15 2. Authorizes the purchase of the Property located in the City of Riverside,  
16 County of Riverside, State of California, identified with Assessor's Parcel Number 272-  
17 060-003, consisting of an approximately 16,826 square foot office building and related  
18 improvements on approximately 3.8 acres of land, more particularly described in  
19 Exhibit "A" Legal Description, from the Western Municipal Water District of Riverside  
20 County, in the amount not to exceed Two Million Nine Hundred Fifty Thousand Dollars  
21 (\$2,950,000), pursuant to terms and conditions in an Agreement of Purchase and Sale  
22 to be negotiated between the County and Seller.

23 BE IT FURTHER RESOLVED, DETERMINED and ORDERED that this Board  
24 hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions  
25 between the County of Riverside and Western Municipal Water District of Riverside  
26 County ("Agreement") and authorizes the Chairman of the Board of Supervisors of the  
27 County of Riverside to execute the Agreement on behalf of the County.

28



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

4 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board  
5 of Supervisors has given notice hereof pursuant to California Government Code  
6 Section 6061.

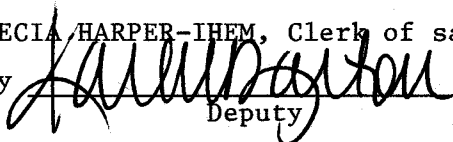
7 BE IT FURTHER RESOLVED AND DETERMINED that EDA/Real Estate  
8 Division be reimbursed for all costs incurred relating to the acquisition. The amount to  
9 be reimbursed to EDA/Real Estate is not-to-exceed \$62,550 in due diligence expenses  
10 and staff time.

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

13  
14  
15 ROLL CALL:

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

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

21 By  Clerk of said Board  
22 Deputy

23  
24  
25  
26  
27  
28 CAO:ra/022818/040EO/19.690

## EXHIBIT "A"

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

A PARCEL OF LAND IN THE EAST HALF OF LOT 4, BLOCK 4, ALESSANDRO TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF LOT 4, AS SHOWN ON MAP FILED IN BOOK 53, PAGE 16, OF RECORDS OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE N 0° 16' 51" E, ALONG THE WEST LINE OF SAID EAST HALF OF LOT 4, A DISTANCE OF 663.94 FEET; THENCE LEAVING SAID WEST LINE N 89° 50' 52" E, ALONG A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 331.70 FEET; THENCE S 0° 16' 51" W, ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF LOT 4, A DISTANCE OF 663.94 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE S 89° 50' 52" W, ALONG SAID SOUTH LINE, 331.70 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND LYING SOUTHERLY OF A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8, AS DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE, RECORDED JUNE 20, 1956 AS INSTRUMENT NO. 42937, IN BOOK 1930, PAGE 506 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION, BY DEED RECORDED DECEMBER 2, 1983 AS INSTRUMENT NO. 83-250918, OFFICIAL RECORDS.

ALL GAS, OIL, HYDROCARBONS, AND OTHER MINERALS, BELOW A DEPTH OF 500 VERTICAL FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF ENTRY ON THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED APRIL 20, 1981 AS INSTRUMENT NO. 81-70193 AND RE-RECORDED MAY 27, 1981 AS INSTRUMENT NO. 81-96396 OF OFFICIAL RECORDS.

APN: 272-060-003



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

3/20/18

kb

NOTICE OF EXEMPTION

Date

Initial

February 21, 2018

Project Name: Acquisition of Property for Emergency Operations, 450 East Alessandro Boulevard, City of Riverside

Project Number: FM0411100040

Project Location: 450 East Alessandro Boulevard, east of Mission Grove Parkway, Riverside, California; Assessor's Parcel Numbers (APNs): 272-060-003 (See attached exhibit)

Description of Project: The County of Riverside (County) Economic Development Agency Real Estate Division (EDA) on behalf of the Emergency Management Department (EMD), is proposing to purchase the fee interest in real property consisting of a 16,826 square-foot building in the city of Riverside and further identified as Assessor's Parcel Number 272-060-003 (Property) by Grant Deed from the Western Municipal Water District of Riverside County (WMWD). The Property is situated on 3.8 acres of land in the City of Riverside and was the former administrative offices of WMWD. The Property includes existing offices and parking, storage and a landscaped area. EMD desires to use this centralized Property to establish a Western County Emergency Operation Center (EOC). The EOC would serve to provide coordinated coverage and management in emergent and catastrophic events. The building will also serve to house administrative functions of EMD. Pursuant to Government Code Section 25350, the County published a notice of intention to purchase that contained a description of the Property proposed to be purchased, the price, the seller, and a statement of the time the Board will meet to consummate the purchase. On March 13, 2018, the Board adopted Resolution No. 2018-010, Notice of Intention to Purchase Real Property in the City of Riverside, County of Riverside, California.

The acquisition of the property is identified as the proposed project under the California Environmental Quality Act (CEQA). The Project is limited to the purchase of the property alone and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. The operation of the site will continue to be similar to the approved use of the site for commercial office purposes and will not result in a substantial new use of the site. No additional direct or indirect physical environmental impacts are anticipated.

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

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; Metropolitan Water District

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.

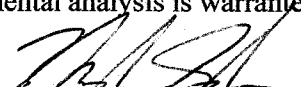
MAR 20 2018 3.3

**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 interior improvements to accommodate County staff and function.

- **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 would occupy the building and the purchase would not result in any expansion of public services and facilities. It is anticipated that the staffing for the EOC would be equal or below the prior staffing by the WMWD. Should additional capacity, new buildings, or expansion of public services and facilities be necessary to accommodate County function beyond the capacity of the existing building, additional discretionary action would be required, at which time additional CEQA review would be undertaken. 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 will not result in any direct or indirect physical environmental impacts. The transfer of title on the property will result in a change in use and will not create any new environmental impacts to the surrounding area. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemption 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: \_\_\_\_\_

2/21/18

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Acquisition of Property for Emergency Operations, 450 East Alessandro Boulevard, Riverside, California

**Accounting String:** 524830-47220-7200400000- FM0411100040

DATE: February 21, 2018

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: Craig Olsen, Supervising Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: February 21, 2018

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 # FM0411100040**  
Acquisition of Property for Emergency Operations, 450 East Alessandro Boulevard, Riverside,  
California

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.**

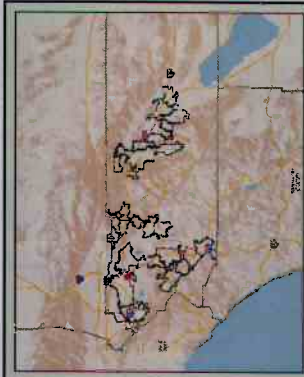
Attachment

cc: file



# 450 E. Alessandro Blvd. Riverside, CA

APN: 272-060-003



## Legend

- roads
- highways
  - INTERCHANGE
  - INTERSTATE
  - OFFRAMP
  - ONRAMP
  - USHWY
- counties
- cities
- hydrography
- lines
- waterbodies
  - Lakes
  - Rivers



0 293 585 Feet



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 10/30/2017 9:19:19 AM

© Riverside County RCIT GIS

## Notes

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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

**BY AND BETWEEN**

**Western Municipal Water District of Riverside County,  
a public corporation of the State of California**

**AS SELLER**

**AND**

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

**AS BUYER**

**RELATING TO**

**450 E. Alessandro Blvd**

**Assessor's Parcel Number 272-060-003**

MAR 20 2018

3.3



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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the Effective Date"), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") and the WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a public corporation of the State of California ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

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

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

(b) **Property:** Seller is the owner of certain real property located in the City of Riverside, County of Riverside, State of California, consisting of approximately 3.8 acres of land, containing approximately a 16,826 square foot office building and the related improvements with a Water Wise Garden, commonly known as 450 E. Alessandro Blvd, Riverside, California, identified by Assessor's Parcel Number 272-060-003, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property");

(c) **Purchase Price:** The Purchase Price for the Property is Two Million Nine Hundred Fifty Thousand Even Dollars (\$2,950,000.00);

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

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

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

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

(h) **Notices:** Will be sent as follows to:  
Seller: Western Municipal Water District  
Attn: Greg Duecker  
14205 Meridian Parkway  
Riverside, CA 92518  
Telephone: (951) 571-7202  
Email: [gduecker@wmwd.com](mailto:gduecker@wmwd.com)

With a copy which shall not constitute  
notice to: Best Best & Krieger LLP  
Attn: Jeff Ferre  
3390 University Avenue, 5<sup>th</sup> Floor  
Riverside, CA 92501  
Telephone: (951) 826-8271  
Email: [jeff.ferre@bbklaw.com](mailto:jeff.ferre@bbklaw.com)

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

Escrow Holder: Lawyers Title Company  
Attn: Colleen Graves  
Address: 625 E. Carnegie Dr #105  
City: San Bernardino, CA 92408  
Telephone: 909-963-5570  
Email: [cgraves@ltic.com](mailto:cgraves@ltic.com)

Title Company: Lawyers Title Company  
Address: 3480 Vine Street, Suite 300  
City: Riverside, CA. 92507  
Attn: Scott Hoogerwerf  
Telephone: (951) 774-0825 x 452  
Email: [scott.hoogerwerf@ltic.com](mailto:scott.hoogerwerf@ltic.com)

(i) **Exhibits:**  
Exhibit "A" - Legal Description of Property  
Exhibit "B" - Form of Deed  
Exhibit "C" – Seller Disclosure Documents

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

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

Prior to the Close of Escrow, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses and

prorations under this Agreement with Escrow Holder, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the “**Escrow**”) with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

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

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

(b) A Transferor’s Certificate of Non-Foreign Status (“**FIRPTA Certificate**”).

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

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

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

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

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

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

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

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

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

(a) Title. Buyer has obtained Preliminary Report #61765499 dated October 2, 2017, for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report.

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

(c) Delivery of Information. Seller has provided Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller has in its possession relating to the Property as set forth on Exhibit "C", and Buyer acknowledges receipt of the same. Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

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

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

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

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

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

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

7.3 Termination of Agreement. Buyer will have until 5:00 p.m. on April 15, 2018 to approve or disprove of the condition of the property. During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.** SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable notice before going on the Property.

8.1 Matters To Be Reviewed. Buyer must complete its due diligence investigation of and has approved each of the following matter prior to the Close of Escrow. Seller shall cooperate with Buyer in Buyer's investigation, including but not limited to any of the following:

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

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

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

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

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

(b) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

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

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

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

(c) However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion

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

8.3 As-Is Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER OR AFFECTING THE PROPERTY; AND BUYER IS PURCHASING THE PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

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

10. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of

title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

**11. Costs and Expenses.**

11.1 Seller will pay:

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

11.2 Buyer will pay:

- (a) One half of the escrow and recording fees;
- (b) Sum difference in the amount between the CLTA policy and the ALTA Extended Owner's Policy and any title endorsements, if requested by the Buyer; and
- (c) Buyers share of prorations, if applicable.

**12. Prorations.**

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

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the

utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

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

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

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

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

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

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

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

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

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

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

14.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each



party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

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

## 15. Indemnification.

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

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

## 16. Hazardous Substances.

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

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

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

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

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Article 16, Buyer is acquiring the Property and every portion thereof "**AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS**" and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property.

Except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement:

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

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

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

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

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

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

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

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

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

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

business day after the notice has been deposited with such courier (provided that, the sending party receives a confirmation of actual delivery from the courier).

**18. Miscellaneous.**

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

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

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

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

18.5 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire understanding between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

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

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

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

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

18.10 Brokers. Seller represents and warrants that, Seller has engaged Tom Pierik of Lee & Associates as Seller's broker with respect to this transaction. Seller shall pay a commission to Seller's Broker as may be set forth in a separate written agreement between Seller and Seller's Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by Seller. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by Seller's Broker. Buyer represents and warrants that Buyer has not engaged the services of a broker, representative or other advisor or other person to whom a commission or other compensation will be due with respect to this transaction. Buyer shall defend, indemnify and hold harmless Seller from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any Broker Claims by any person or entity other than Seller's Broker. The provisions of this Section 18.10 shall survive Closing or earlier termination of this Agreement until the limitations period has run for such claims.

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

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

[Signatures Provisions on the Following Page]


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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

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

SELLER:  
Western Municipal Water District of  
Riverside County, a public corporation of  
the State of California

By: \_\_\_\_\_  
Chuck Washington, Chairman  
Board of Supervisors

By:   
Name: Craig Miller  
Its: General Manager

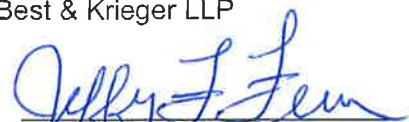
Date: \_\_\_\_\_

Date: March 21, 2018

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

APPROVED AS TO FORM:  
Best Best & Krieger LLP

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

By:   
Jeffrey F. Ferre, Attorney for  
Western Municipal Water District

APPROVED AS TO FORM:  
Gregory P. Priamos,  
County Counsel

By:   
**SYNTHIA M. GUNZEL**  
Deputy County Counsel

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

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

By:   
Chuck Washington, Chairman  
Board of Supervisors

Date:                     MAR 20 2018                    

SELLER:  
Western Municipal Water District of  
Riverside County, a public corporation of  
the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Best Best & Krieger LLP

By: \_\_\_\_\_  
Jeffry F. Ferre, Attorney for  
Western Municipal Water District

APPROVED AS TO FORM:  
Gregory P. Priamos,  
County Counsel

By:   
**SYNTHIA M. GUNZEL**  
Deputy County Counsel

# EXHIBIT A

## LEGAL DESCRIPTION

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

A PARCEL OF LAND IN THE EAST HALF OF LOT 4, BLOCK 4, ALESSANDRO TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF LOT 4, AS SHOWN ON MAP FILED IN BOOK 53, PAGE 16, OF RECORDS OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE N 0° 16' 51" E, ALONG THE WEST LINE OF SAID EAST HALF OF LOT 4, A DISTANCE OF 663.94 FEET; THENCE LEAVING SAID WEST LINE N 89° 50' 52" E, ALONG A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 331.70 FEET; THENCE S 0° 16' 51" W, ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF LOT 4, A DISTANCE OF 663.94 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE S 89° 50' 52" W, ALONG SAID SOUTH LINE, 331.70 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION OF SAID LAND LYING SOUTHERLY OF A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8, AS DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE, RECORDED JUNE 20, 1956 AS INSTRUMENT NO. 42937, IN BOOK 1930, PAGE 506 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION, BY DEED RECORDED DECEMBER 2, 1983 AS INSTRUMENT NO. 83-250918, OFFICIAL RECORDS.

ALL GAS, OIL, HYDROCARBONS, AND OTHER MINERALS, BELOW A DEPTH OF 500 VERTICAL FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF ENTRY ON THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED APRIL 20, 1981 AS INSTRUMENT NO. 81-70193 AND RERECORDED MAY 27, 1981 AS INSTRUMENT NO. 81-96396 OF OFFICIAL RECORDS.

APN: 272-060-003

# EXHIBIT B

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

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

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

PROJECT: EOC Acquisition  
APN: 272-060-003

## GRANT DEED

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

**Western Municipal Water District of Riverside County, a public corporation of the State of California**

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

See Exhibit "A" attached hereto  
And made part hereof



Project: EOC Acquisition  
APN: 272-060-003

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

GRANTOR:

Western Municipal Water District of Riverside County,  
a public corporation of the State of California

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# EXHIBIT A

## LEGAL DESCRIPTION

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

A PARCEL OF LAND IN THE EAST HALF OF LOT 4, BLOCK 4, ALESSANDRO TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF LOT 4, AS SHOWN ON MAP FILED IN BOOK 53, PAGE 16, OF RECORDS OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE N 0° 16' 51" E, ALONG THE WEST LINE OF SAID EAST HALF OF LOT 4, A DISTANCE OF 663.94 FEET; THENCE LEAVING SAID WEST LINE N 89° 50' 52" E, ALONG A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 331.70 FEET; THENCE S 0° 16' 51" W, ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF LOT 4, A DISTANCE OF 663.94 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE S 89° 50' 52" W, ALONG SAID SOUTH LINE, 331.70 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND LYING SOUTHERLY OF A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8, AS DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE, RECORDED JUNE 20, 1956 AS INSTRUMENT NO. 42937, IN BOOK 1930, PAGE 506 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION, BY DEED RECORDED DECEMBER 2, 1983 AS INSTRUMENT NO. 83-250918, OFFICIAL RECORDS.

ALL GAS, OIL, HYDROCARBONS, AND OTHER MINERALS, BELOW A DEPTH OF 500 VERTICAL FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF ENTRY ON THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED APRIL 20, 1981 AS INSTRUMENT NO. 81-70193 AND RERECORDED MAY 27, 1981 AS INSTRUMENT NO. 81-96396 OF OFFICIAL RECORDS.

APN: 272-060-003

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of \_\_\_\_\_, 2018 from the Grantor, **Western Municipal Water District of Riverside County, a public corporation of the State of California**, granted to the Grantee, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in Riverside County Ordinance No. 598, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

# EXHIBIT C

## Seller Disclosure Documents

Recorded Grant Deed from Metropolitan Water District to Western Municipal Water District dated 05/27/1981

Grant Deed from Metropolitan Water District to Western Municipal Water District dated 06/01/1981

Grading Plan dated 05/11/1984

Building Elevations Plot Plan and Sign Plan dated 05/23/1984

Encroachment Permit for Water Line dated 11/19/1984

Notice of Completion dated 01/09/1986

Certificate of Occupancy dated 02/26/1986

Building As-Built Drawings (various dates)

Property Information Sheet (For the sale or leasing of non-residential properties) dated 06/28/2017

Limited Microbial Investigation Report dated 01/27/2011

Microbial Inspection and Air Sampling Report dated 01/29/2015

Limited Boiler Inspection Report dated 09/15/2015

Boiler Inspection Report dated 10/09/2015

Boiler re-tube quote dated 02/24/2016 (work has not been performed)

Boiler Leak Repair Invoice dated 09/22/2017

Roof Condition Letter (JJ Roofing) dated 01/29/2016

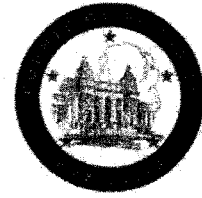
Roof Condition Report (XPERA Group) dated 07/22/2016

Roof Repair Invoices (various dates)

HVAC Repair Proposals dated 11/11/2016 (work has not been performed)

COR-72664.1 Owner Questionnaire dated 12/20/2017

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



ITEM  
3.7  
(ID # 6116)

MEETING DATE:

Tuesday, March 13, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution No. 2018-010, Notice of Intention to Purchase Real Property in the City of Riverside, County of Riverside, California, District 1, [\$3,012,550]; General Fund Contingency Funds 100% (Clerk to Post Notice of Intention) (Set for Public Meeting on or after March 20, 2018 @ 9:00 a.m.)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2018-010, Notice of Intention to Purchase Real Property in the City of Riverside, County of Riverside, California, identified with Assessor's Parcel Number 272-060-003;
2. Authorize the Economic Development Agency to negotiate the purchase of the subject property from Western Municipal Water District of Riverside County, a public corporation of the State of California, at a price not-to-exceed Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000);
3. Ratify and Authorize the EDA/Real Estate Division to incur typical transaction costs including staff time, appraisal cost, environmental review, building inspection and other due diligence costs not to exceed \$62,550; and
4. Authorize and direct the Clerk of the Board to give notice pursuant to Sections 6061 of the Government Code.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA

2/22/2018

Bruce Barton, EMD Director

2/27/2018

---

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; and is set for public meeting on or after March 20, 2018 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: March 13, 2018  
xc: EDA *COB*

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
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>	\$ 3,012,550	\$ 0	\$ 3,012,550	\$ 0
<b>NET COUNTY COST</b>	\$ 3,012,500	\$ 0	\$ 3,012,500	\$ 0
<b>SOURCE OF FUNDS:</b> General Fund Contingency Funds 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2017/18

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

**BACKGROUND:**

**Summary**

Pursuant to Government Code Section 25350, the County must publish a Notice of Intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time the Riverside County Board of Supervisors (Board) will meet to consummate the purchase. Through this Board action, the County intends to authorize the Real Estate Division of the Economic Development Agency (EDA) to pursue the purchase of fee simple interests in real property located in the City of Riverside, County of Riverside, State of California. The property is further identified as Assessor's Parcel Number 272-060-003 and more particularly described in Exhibit A - Legal Description and Map (Property).

EDA on behalf of Emergency Management Department (EMD) proposes that the County purchase the Property which includes a 16,826 square foot office building situated on 3.8 acres of land in the City of Riverside. The property is located at 450 E. Alessandro Blvd on the east side of Mission Grove Blvd. and was the former administrative offices of Western Municipal Water District. The Property includes existing offices, parking, storage and a "water-wise" garden area that was used for public educational purposes.

The acquisition price of \$2,950,000 (\$175.32 psf) represents a competitive price based on market comparable sales. When compared with the higher cost to develop a new facility, the price represents a good value for the County.

EMD desires to use this centrally located Property to establish a new Western County Emergency Operation Center (EOC). The new EOC would serve to provide coordinated response, coverage and management in emergent and catastrophic events. The building will also serve to house administrative functions of EMD. EMD and EDA will return to the Board for authorization of a budget for design and construction services for improvements to the building and the property in the near future.

**Impact on Residents and Businesses**

The acquisition of this site will benefit the western region of the County and provide a centralized EOC facility to coordinate and respond to emergent and catastrophic events. Residents and Businesses in the County will benefit through improved public safety.

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

Resolution No. 2018-010 has been reviewed and approved by County Counsel as to legal form.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of the Real Property with Assessor's Parcel Number 272-060-003:

Acquisition:	\$ 2,950,000
Estimated Title and Escrow Charges:	8,000
Preliminary Title Report	550
County Appraisal	4,500
Environmental Studies	2,500
Building Inspection	12,000
County Staff Time includes EDA Real Estate, EDA Environmental and County Counsel	35,000
<b>Total Estimated Acquisition Costs (Not to exceed)</b>	<b>\$3,012,550</b>


All costs associated with the acquisition of this property are fully funded by General Fund Contingency Fund budget for FY 2017/18. A budget adjustment will be brought to the Board of Supervisors with the authorization to purchase action.

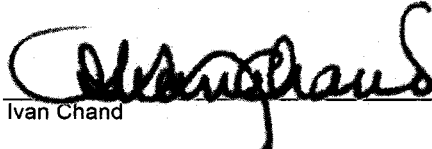
**Attachments:**

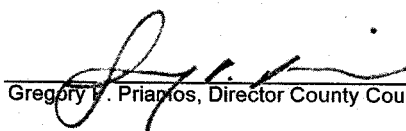
- Exhibit A
- Resolution No. 2018-010
- Aerial Image

RF:HM:VC:VY:CAO:ra 040EO 19.567 13747


MinuteTrak: 6116

  
Rekini Dasika, Principal Management Analyst 3/5/2018

  
Ivan Chand 3/6/2018

  
Gregory F. Priamos, Director County Counsel 3/1/2018

USPS 5025




9590 9402 3534 7305 9050 00

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

**United States  
Postal Service**

\* Sender: Please print your name, address, and ZIP+4® in this box\*

**CLERK OF THE BOARD**  
**P. O. BOX 1147**  
**RIVERSIDE, CA. 92502-1147**  
*DATA: BECILLA GIL*  
*REG. 2018-038*  
*HEARING: 03/20/18*



**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

LOS ANGELES, CA 90017

OFFICIAL USE

Postage	\$3.45
Certified Fee	\$2.75
Return Receipt Fee <small>(Endorsement Required)</small>	\$0.00
Restricted Delivery Fee <small>(Endorsement Required)</small>	\$0.00
Total Postage & Fees	\$7.62

USPS 0501  
RIVERSIDE, CA 92501  
MAR 1 2018  
Postmark Here

03/01/2018

*Sent To*  
*The Preserve LLC c/o John J. Menchaca*  
*Street, Apt. No., or PO Box No.* *835 Wilshire Blvd. Ste. 300*  
*City, State, ZIP+4*  
*Los Angeles, CA 90017*

PS Form 3800, August 2006 See Reverse for Instructions

7010 2780 0001 1472 492J





OFFICE OF THE  
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 13, 2018

THE PRESS ENTEPRISE  
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. 2018-010 NOTICE OF INTENTION TO PURCHASE REAL PROPERTY**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Saturday: March 17, 2018.**

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:** Wednesday, March 14, 2018 8:43 AM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Res. 2018-010 Intent to Purchase

Received for publication on 3/17. Proof with cost to follow.

Nick Eller

Legal Advertising Phone: **951-368-9222** / Fax: **951-368-9018** / E-mail: [legals@pe.com](mailto:legals@pe.com)  
**\*\*Employees of The Press-Enterprise are not able to give legal advice of any kind\*\***  
**Standard Deadlines are 10:30am, 3 business days prior to the day you would like to publish**

**The Press-Enterprise** PE.com / La Prensa

On Wed, Mar 14, 2018 at 8:21 AM, Gil, Cecilia <[CCGIL@rivco.org](mailto:CCGIL@rivco.org)> wrote:

Good rainy morning!

Attached is a Notice of Public Meeting for publication on Saturday, March 17, 2018. Please confirm. THANK YOU!

*Cecilia Gil*

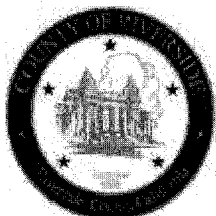
Board Assistant

Clerk of the Board of Supervisors

4080 Lemon St., 1st Floor, Room 127

Riverside, CA 92501

(951) 955-8464 Mail Stop# 1010



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

**Resolution No. 2018-010**

**Notice of Intention to Purchase Real Property**

**Located in the City of Riverside, County of Riverside, State of California**

**Assessor's Parcel Number: 272-060-003**

WHEREAS, Western Municipal Water District of Riverside County, a public corporation of the State of California, ("Seller"), is the owner of certain real property located at 450 E. Alessandro Blvd., in the City of Riverside, County of Riverside, State of California, consisting of an approximately 16,826 square foot office building and related improvements on approximately 3.8 acres of land, identified with Assessor's Parcel Number 272-060-003 ("Property"); and

WHEREAS, the Property is the former administrative offices of Western Municipal Water District of Riverside County; and

WHEREAS, the County of Riverside ("County"), on behalf of Emergency Management Department ("EMD"), desires to purchase the Property from the Seller and Seller desires to sell the Property to County and move forward with the transaction; and

WHEREAS, EMD desires to use this centralized Property to establish a new Western County Emergency Operation Center ("EOC"); and

WHEREAS, the new EOC would serve to provide coordinated coverage and management in emergent and catastrophic events; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on March 13, 2018, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board, at its public meeting on or after **March 20, 2018** at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize the purchase of the Property located in the City of Riverside, County of Riverside, State of California, identified with Assessor's Parcel Number 272-060-003, consisting of an approximately 16,826 square foot office building and related improvements with a water wise garden on approximately 3.8 acres of land, more particularly described in Exhibit "A" Legal Description, from Western Municipal Water District of Riverside County, a public corporation of the State of California, in the amount not to exceed Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000), pursuant to terms and conditions in an Agreement of Purchase and Sale to be negotiated between the County and Seller.

BE IT FURTHER RESOLVED AND DETERMINED that the Economic Development Agency is authorized to expend a not-to-exceed amount of Sixty Two Thousand Five Hundred Fifty Dollars (\$62,550) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, environmental studies, building inspections, Economic Development Agency staff time, and miscellaneous other studies as may be deemed necessary.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

**ROLL CALL:**

Ayes: Jeffries, Tavaglione, Perez, Washington and Ashley

Nays: None

Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on March 13, 2018.

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, at least 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 14, 2018

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