

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



ITEM
3.3
(ID # 9024)

MEETING DATE:

Tuesday, April 9, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution 2019-015, Authorization to Purchase Real Property in the City of Canyon Lake, County of Riverside, State of California, Assessor's Parcel Number 355-310-012, CEQA Exempt, District 1, [\$1,076,358]; County Library Fund 100%, 4/5 Vote Required (Clerk of the Board 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. 2019-15, Authorization to Purchase Real Property located in the City of Canyon Lake, County of Riverside, State of California, with Assessor's Parcel Number 355-310-012;
3. Approve Agreement of Purchase and Sale and Joint Escrow Instructions between the JK Investments, L.P., a California limited partnership and the County of Riverside and authorize the Chairman of the Board of Supervisors to execute said Agreement;

ACTION: Policy, CIP

A handwritten signature in black ink, appearing to read "Robert Field".

Robert Field, Assistant County Executive Officer/ECD

3/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Disqualify: Jeffries
Date: April 9, 2019
xc: EDA, Recorder, Auditor

Kecia Harper
Clerk of the Board

By Deputy
The signature is a stylized cursive signature in black ink, likely belonging to Kecia Harper.

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Assistant County Executive/ECD or his designee to execute any other documents and administered all actions necessary to complete the transaction;
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount no-to-exceed \$26,358 for due diligence and staff expenses;
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of the approval by the Board; and
7. Approve and direct the Auditor-Controller to make the budget adjustments as shown in attached Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,076,358	\$0	\$1,076,358	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment: Yes	
			For Fiscal Year: 2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Real Estate Division of the Economic Development Agency (EDA) on behalf of the Riverside County Library System proposes that the County purchase the property located at 31594 Railroad Canyon Road, Canyon Lake, County of Riverside, State of California and further identified as Assessor's Parcel Number 355-310-012 (Property) by a Grant Deed from JK Investments, L.P. a California limited partnership.

The Property is a 3,394 square-foot professional office building. The property includes professional office space with high-end built-in cabinetry, eight private offices, state-of-the-art conference room, full kitchen, and two restrooms.

Riverside County Library System desires to use this centrally located Property to operate a full service library to serve the residents of the City of Canyon Lake. This library will be a modern and state-of-the-art library that will include plug in technology areas for customers with lap tops, smart phones and other devices, self-checkout station, electronic bulletin board to inform customers of library programing and services, and improved telephone and wireless capabilities. This new proposed facility will serve to enhance and improve customer service.

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

The Riverside County Library System plans to improve the facility to meet the requirements of the library patron use. The future Improvements will include removal of interior offices to create open areas, reconstruction of ceiling and reconfiguration of HVAC ducting and fire sprinkler systems, modification of electrical, modified lighting, new floor coverings, finish, and FF&E. The total estimated cost of the improvements is \$1,364,715. A request for proposal will be presented in the future.

Pursuant to Government Code Section 25350, the County must publish a notice of intention of the Board of Supervisors (Board) to purchase real property. On February 5, 2019, the Board adopted resolution No. 2019-015, Notice of Intention to Purchase Real Property in the City of Canyon Lake, County of Riverside, California directing the Clerk of the Board to give notice as provided in Section 6063 of the Government Code.

The conveyance 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 because the project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The project will 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 property for use by the Canyon Lake Library.

Resolution No. 2019-015 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 Citizens and Businesses

The acquisition of this site will better serve the needs of the Canyon Lake community, it will provide enhanced programs and services and will be a positive impact on both residents and local businesses.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of the Real Property with Assessor's Parcel Number 355-310-012. Schedule A below shows the budget adjustment necessary to effectuate the purchase:

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

Acquisition:	\$1,050,000
Estimated Title and Escrow Charges:	\$5,393
Preliminary Title Report	\$450
County Appraisal	\$4,250
Environmental Studies	\$2,500
Building Inspection	\$765
County Staff Time includes EDA Real Estate, EDA Environmental and County Counsel	\$13,000
Total Estimated Acquisition Costs (Not to exceed)	\$1,076,358

All costs associated with the acquisition of this property are fully funded by the County Library Fund budget for FY 2018/19.

Schedule A

Increase in appropriations:

21200-1900700000-542020	Buildings	\$1,076,358
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Use of restricted fund balance:

21200-1900700000-321101	Restricted Program Money	\$1,076,358
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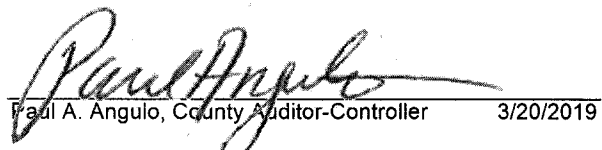
Attachments:

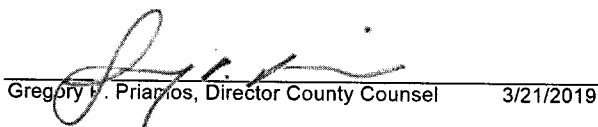
- Resolution No. 2019-015 with Exhibit A
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Notice of Exemption
- Aerial Image

RF:HM:VY:SG:MH:mc 439ED 20.381 13946

Minute Traq ID 9024


Alex Gann 4/1/2019


Paul A. Angulo, County Auditor-Controller 3/20/2019


Gregory V. Priapros, Director County Counsel 3/21/2019

Board of Supervisors

County of Riverside

Resolution No. 2019-015

Authorization to Purchase Real Property

in the City of Canyon Lake, County of Riverside, State of California

Assessor's Parcel Number: 355-310-012

WHEREAS, JK Investments, L.P., a California limited partnership, ("Seller"), is the owner of certain real property located at 31594 Railroad Canyon Road, in the City of Canyon Lake, County of Riverside, State of California, consisting of an approximately 3,394 square foot professional office building, identified with Assessor's Parcel Number 355-310-012 ("Property");

WHEREAS, the County of Riverside ("County"), on behalf of Riverside County Library System, desires to purchase the Property from the Seller and Seller desires to sell the Property to County;

WHEREAS, Riverside County Library System desires to use this centrally located Property to operate a full service library;

WHEREAS, the new Library will be a modern and state-of-the-art library that will improve customer service and provide adequate staff space; and

WHEREAS, EDA has reviewed and determined that the purchase of Property is categorically 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.

NOW, THEREFORE, BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on or after February 26, 2019, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review

1 of the evidence and information presented on the matter, as it relates to this
2 acquisition, this Board:

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

10 2. Authorizes the purchase of the Property located in the City of Canyon Lake,
11 County of Riverside, State of California, identified with Assessor's Parcel Number 355-
12 310-012, consisting of an approximately 3,394 square foot professional office building,
13 more particularly described in Exhibit "A" Legal Description, from JK Investments, L.P.,
14 a California limited partnership, in the amount not to exceed One Million Fifty Thousand
15 dollars (\$1,050,000), pursuant to terms and conditions in an Agreement of Purchase
16 and Sale to be negotiated between the County and Seller.

17 BE IT FURTHER RESOLVED AND DETERMINED AND ORDERED that this
18 Board hereby approves the Agreement of Purchase and Sale and Joint Escrow
19 Instructions between the County of Riverside and JK Investments, L.P., a California
20 limited partnership ("Agreement") and authorizes the Chairman of the Board of
21 Supervisors of the County of Riverside to execute the Agreement on behalf of the
22 County.

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
24 Assistant County Executive Officer/ECD, or his designee, is authorized to execute any
25 other documents and administer all actions necessary to complete the purchase of real
26 property.

1 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk
2 of the Board of Supervisors has given notice hereof pursuant to California Government
3 Code Section 6063.

4 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that EDA/Real
5 Estate Division be reimbursed for all costs incurred relating to the acquisition. The
6 amount to be reimbursed to EDA/Real Estate is not-to-exceed \$26,358 in due diligence
7 expenses and staff time.

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

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13 ROLL CALL:

14 Ayes: Spiegel, Washington, Perez and Hewitt
15 Nays: None
16 Absent: None
17 Disqualify: Jeffries

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

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Kecia R. Harper, Clerk of said Board

By 

Deputy

MH:mc/022219/439ED/20.382

04.09.19 3.3

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

Lot 18 of Tract No.3887, in the City of Canyon Lake, County of Riverside, State of California, as shown by map on file in Book 62, Pages 7 to 11, inclusive of Maps, Records of Riverside County, California.

PARCEL 2:

A non-exclusive easement for ingress and egress for the use and purpose as set forth with particularity in that certain Declaration of Restrictions recorded July 11, 1969 as Instrument No. 70936 of Official Records of Riverside County, California, and amended July 28, 1969 as Instrument No. 76730 of Official Records of Riverside County, California.

APN: 355-310-012



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

4/10/19
Date

KB
Initial

NOTICE OF EXEMPTION

December 17, 2018

Project Name: County of Riverside, Canyon Lake Real Property Purchase Agreement, Canyon Lake

Project Number: FM0417200283

Project Location: 31594 Railroad Canyon Road, west of Big Tee Drive, Canyon Lake, California 92587; Assessor's Parcel Number (APN) 355-310-012 (See attached exhibit)

Description of Project: The County of Riverside (County) proposes to purchase fee simple interest in real property located in the City of Canyon Lake at 31594 Railroad Canyon Road on APN 355-310-012. The Economic Development Agency (EDA) on behalf of Riverside County Library System proposes that the County purchase the subject property which includes a 3,000 square foot professional office building. The property includes professional office space with high-end built-in cabinetry, eight private offices, state of the art conference room, full kitchen, and two restrooms. Riverside County Library System desires to use this centrally located Property to operate a full service library to serve the residents of the City of Canyon Lake. This library will be a modern and state-of-the-art library that will include a computer lab for research and training purposes, plug in technology areas for customers with lap tops, smart phones and other devices, self-checkout stations, electronic bulletin boards to inform customers of library programming and services, and improved telephone and wireless capabilities. This new proposed facility will serve to enhance and improve customer service and ADA access. The Canyon Lake Library is currently located in the Canyon Lake City Hall Building located at 31516 Railroad Canyon Road, Canyon Lake, California, and occupies approximately 2,711 square feet. The new library will be a modern and state-of-the-art library that will improve customer service and provide adequate staff space. The proposed project is the purchase of real property property under the California Environmental Quality Act (CEQA). No expansion of the existing building would be required for the library to operate in its new location. The operation of the building will continue to provide office-related use in a similar capacity/intensity and will not result in an increase in the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

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

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

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

APR 09 2019

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P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

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

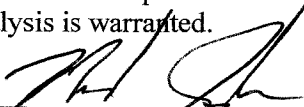
Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

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

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

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

12/17/18

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Canyon Lake Real Property Purchase Agreement, Canyon Lake

Accounting String: 524830-47220-7200400000 - FM0417200283

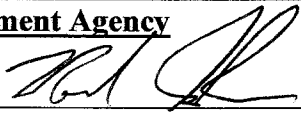
DATE: December 17, 2018

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: Maribel Hyer, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: December 17, 2018

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200283**
Canyon Lake Real Property Purchase Agreement, Canyon Lake

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

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,
Economic Development Agency,
3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

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

BY AND BETWEEN

**JK INVESTMENTS, L.P.,
a California Limited Partnership**

AS SELLER

AND

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

AS BUYER

RELATING TO

31594 Railroad Canyon Road, Canyon Lake

Assessor's Parcel Number 355-310-012

**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 JK INVESTMENTS, L.P., a California Limited Partnership ("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 Canyon Lake, County of Riverside, State of California, containing approximately a 3,000 square foot professional office building with ancillary parking, commonly known as 31594 Railroad Canyon Road, Canyon Lake, California, identified by Assessor's Parcel Number 355-310-012, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property");

(c) **Purchase Price:** The Purchase Price for the Property is One Million Fifty Thousand Even Dollars (\$1,050,000.00);

(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;

(h) **Notices:** Will be sent as follows to:

Seller: JK Investments, L.P.
Attn: John V. Giardinelli
30076 White Wake Dr.
Canyon Lake, CA 92587
Telephone: 951-600-2733 Extension 218
Email: jgiardinelli@tylerbursch.com
kristy@canyonlakechurch.org

JK Investments, L.P.
John V. Giardinelli
25026 Las Brisas Road
Murrieta, California 92562

Buyer: County of Riverside
Attn: Vincent Yzaguirre
3403 10th Street, Suite 400
Riverside, California 92501
Telephone: (951) 955-9011
Email: 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

Title Company: Lawyers Title Company
Address: 3480 Vine Street, Suite 300
City: Riverside, CA. 92507
Attn: Barbara Northrup
Telephone: (951) 248-0669
Email: Barbara.Northrup@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, of the 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 #618650413 dated September 6, 2018, 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, Covenants Conditions & Restrictions (CC&Rs), 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 the close of escrow to approve or disapprove 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.

(d) Covenants, Conditions & Restrictions (CC&Rs)

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 Condition & Delivery of Premises. The Property will be purchased subject to the conditions set forth in this Agreement, with free and clear title delivered by Seller.

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) Costs to pay off any loans on property;
- (e) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (f) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (g) 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 a 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.

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 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 or

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 Buyer is acquiring the property based on those representations and warranties expressly made by Seller in this Article 16, 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 other than those representations made by Seller in this Agreement.

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 Janet F. Kramer, JD, CRX/ Managing Partner, SVN Insight Commercial Real Estate advisor 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. The provisions of this Section 18.10 shall survive Closing or earlier termination of this Agreement until the statute of 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

By: 

Kevin Jeffries, Chairman
Board of Supervisors

SELLER:

JK INVESTMENTS, L.P., a California
limited partnership

By: 

John V. Giardinelli

Its: 

The Giardinelli Law Group, its General
Partner

Date: APR 09 2019

Date: 2/25/19

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos,
County Counsel

By: 

Deputy County Counsel

MH:mc/022219/CL002/20.186

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

Lot 18 of Tract No.3887, in the City of Canyon Lake, County of Riverside, State of California, as shown by map on file in Book 62, Pages 7 to 11, inclusive of Maps, Records of Riverside County, California.

PARCEL 2:

A non-exclusive easement for ingress and egress for the use and purpose as set forth with particularity in that certain Declaration of Restrictions recorded July 11, 1969 as Instrument No. 70936 of Official Records of Riverside County, California, and amended July 28, 1969 as Instrument No. 76730 of Official Records of Riverside County, California.

APN: 355-310-012

EXHIBIT B

Recorded at request of and return to:
County of Riverside
Economic Development Agency
Real Property Division
3403 10th 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: Canyon Lake Library

APN: 355-310-012

GRANT DEED

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

JK Investments, L.P., a California Limited Partnership

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

Dated: _____

GRANTOR:

JK Investments, L.P., a California Limited Partnership

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:

PARCEL 1:

Lot 18 of Tract No.3887, in the City of Canyon Lake, County of Riverside, State of California, as shown by map on file in Book 62, Pages 7 to 11, inclusive of Maps, Records of Riverside County, California.

PARCEL 2:

A non-exclusive easement for ingress and egress for the use and purpose as set forth with particularity in that certain Declaration of Restrictions recorded July 11, 1969 as Instrument No. 70936 of Official Records of Riverside County, California, and amended July 28, 1969 as Instrument No. 76730 of Official Records of Riverside County, California.

APN: 355-310-012

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, **JK INVESTMENTS, L.P.**, a California Limited Partnership, 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/ECD

EXHIBIT C

Seller Disclosure Documents

(Seller to Provide)

AIRCRE

SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)
DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the ☐ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or ☒ Agreement of Purchase and Sale and Joint Escrow Instructions (the "Purchase Agreement") dated TBD, regarding that certain real property commonly known as (street address, city, state, zip): 31594 Railroad Canyon Road, Canyon Lake, CA 92587 (the "Property") wherein JK Investments, LP, a California limited partnership is the Seller and County of Riverside, a political subdivision of the State of California is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

- ☐ A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., First American Natural Hazard Disclosures, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. (Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)
- ☐ B. Utilize a report prepared by _____, with phone number: _____. A copy of their report is attached hereto. (Complete paragraphs 8, 9, 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)
- ☒ C. Complete this Disclosure Statement without the assistance of a professional consultant. (Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)

1. EARTHQUAKE FAULT ZONES. If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☒ is not within a delineated Earthquake Fault Zone.

2. SEISMIC HAZARD ZONES. If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☒ is not within a Seismic Hazard Zone.

3. EARTHQUAKE SAFETY. If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:

☒ (a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.

☐ (b) does not meet the foregoing requirements requiring the delivery of the Booklet.

4. FIRE PROTECTION. If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☒ is not within a designated State Responsibility Area.

5. FIRE HAZARD. If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☒ is not within a designated Very High Fire Hazard Severity Zone.

6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☒ is not within a designated area of potential flooding.

7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency

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INITIALS

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INITIALS

Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property ☐ is or ☒ is not within a designated Federal Flood Hazard Area.

8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, ie. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance ☐ has or ☒ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

9. WATER HEATER BRACING. If the Property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. Buyer is hereby advised that the required bracing, strapping and/or anchors: ☐ have been installed ☐ have not been installed, or ☒ Seller does not know whether they have been installed.

10. PRESENCE OF MOLD. If the seller or transferor of property knows of the presence of mold that affects the property and the mold either exceeds permissible exposure limits or poses a health threat then Health and Safety Code §26140, et seq. mandates that prospective purchasers be advised in writing of such mold. In accordance with such law, Buyer is hereby informed that the undersigned ☐ does or ☒ does not know of the presence of such mold affecting the Property.

11. TITLE INSURANCE. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California Civil Code §1057.6, is advised as follows:

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

12. HAZARDOUS SUBSTANCES. Seller is required by California Health and Safety Code §25359.7 to notify potential buyers of the presence of any hazardous substance that Seller knows, or has reasonable cause to believe, is located on or beneath the Property. In accordance with such law, Buyer is hereby notified that: ☒ Seller neither knows nor has reasonable cause to believe that any hazardous substance is on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that the following hazardous substances are on or beneath the Property: _____.

13. OTHER. All disclosures are made to the best of Seller's knowledge, without investigation.

PLEASE NOTE:

While the information contained in or attached to this Disclosure Statement is believed to be accurate as of the date that it was prepared, the applicable laws and the areas covered by the various natural hazard zones, etc. can change from time to time. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, the city and/or county in which the Property is located may have established natural hazard zones in addition to those listed above. Buyer is advised to check with the appropriate local agency or agencies.

The descriptions contained within the above disclosure paragraphs are not intended to be full and complete dissertations of all of the possible ramifications to the Buyer and/or the Property. In the event that this document indicates that the Property is affected by one or more of the disclosures, Buyer is advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to the legal consequences of the items disclosed.
3. Retain appropriate consultants to review and investigate the impact of said disclosures.

Likewise no representation or recommendation is made BY AIR CRE or by any broker as to the legal sufficiency, legal effect, or consequences of this document or the Purchase Agreement to which it relates.

Date: 11/21/2018 4:26:47 AM PST

SELLER

JK Investments, LP, a California limited partnership

DocuSigned by:

By: [Signature]

Name Printed: JOHN C. GIARDINELLI

Title: _____

Receipt of the above Seller's Mandatory Disclosure Statement is hereby acknowledged:

Date: _____

BUYER

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

By: _____

Name Printed: _____

DS
[Signature]

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Title: _____

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Last Edited: 11/20/2018 4:10 PM

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SMD-6.00, Revised 01-03-2017



PROPERTY INFORMATION SHEET

(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

JK Investments, LP, a California limited partnership ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) 31594 Railroad Canyon Road, Canyon Lake, CA 92587 located in the County of Riverside, and generally described as (describe briefly the nature of the Premises or Property) an approximate 3,000 square foot professional office condominium, with APN: 355-310-012 (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): NONE.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): NONE.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): NONE.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): NONE.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☒ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☒ electricity, ☐ natural gas, ☒ domestic water, ☒ telephone, and ☒ other: wireless.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): NONE.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): NONE.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): NONE.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): NONE.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): NONE.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): Building was rebuilt after fire destroyed the building in 2010-2012.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): NONE.
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): NONE.
10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): NONE.

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PI-8.01, Revised 11-01-2017

11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): NONE.
12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): NONE.
13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): NONE.
14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☒ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☒ is not in foreclosure.
15. **Energy Efficiency.** The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☒ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: _____.
16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): _____.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: 11/21/2018 4:26:47 AM PST
(fill in date of execution)

OWNER

JK Investments, LP, a California limited partnership

Decoded by:

By:

Name Printed: 7499052087476 Giardinelli

Title: _____

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____. (Fill in date received)

BUYER/LESSEE

By: _____

Name Printed: _____

Title: _____

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



ITEM
3.10
(ID # 8656)

MEETING DATE:

Tuesday, February 5, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution No. 2019-014, Notice of Intention to Purchase Real Property in the City of Canyon Lake, County of Riverside, California, District 1, [\$0]; County Library Fund 100% (Clerk to Publish Notice of Intention) (Set for Public meeting on or after February 26, 2019 @ 9:00 a.m.)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2019-014, Notice of Intention to Purchase Real Property in the City of Canyon Lake, County of Riverside, California, identified with Assessor's Parcel Number 355-310-012;
2. Authorize the Economic Development Agency (EDA) to negotiate the purchase of the subject property from JK Investments, L.P., a California limited partnership, at a price not-to-exceed One Million Fifty Thousand Dollars (\$1,050,000);
3. Approve and authorize the EDA/Real Estate Division to incur typical transaction costs including staff time, appraisal cost, environment review, building inspection and other due diligence costs not to exceed \$26,358; and
4. Authorize and direct the Clerk of the Board to give notice pursuant to Section 6063 of the Government Code.

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD

1/8/2019

Gregory V. Priamos, Director County Counsel

1/18/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after February 26, 2019 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Disqualify: Jeffries
Date: February 5, 2019
xc: EDA, Recorder

Kecia Harper
Clerk of the Board

By:

Deputy

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

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost
COST	\$1,076,358	\$0	\$1,076,358	\$0
NET COUNTY COST	\$1,076,358	\$0	\$1,076,358	\$0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment: No	
			For Fiscal Year: 2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Library System currently leases the facility located at 31516 Railroad Canyon Road, Canyon Lake, for use as a public library. The facility is approximately 2,711 square feet and has been under lease since March of 2000. The library is located with the Canyon Lake City Hall facility with no expansion potential. Therefore, relocation to a larger facility is desirable.

EDA on behalf of Riverside County Library System proposes that the County purchase the facility located at 31594 Railroad Canyon Road, Canyon Lake, California, for use as a new library. The property consists of a 3,394 square foot professional office building, and includes professional office space with a state of the art conference room, full kitchen, and two ADA restrooms. The Property is located in the same Business Center as the Canyon Lake City Hall.

Riverside County Library System desires to use this centrally located property to operate a full service library to serve the residents of the City of Canyon Lake. The current facility is limited for reconfiguration options to expand current services. The new proposed facility will allow for enhanced children and adult programming, as well as designated areas for reading, public computer access, study/quiet room, and self-check out station. The Canyon Lake Library serves approximately 54,000 patrons annually. The additional square footage will maximize the space for the optimum patron experience.

Through this Board action, the County intends to authorize the Real Estate Division of the Economic Development Agency Real Estate Division ("EDA") to pursue the purchase of fee simple interests in this facility located in the City of Canyon Lake, County of Riverside, State of California as set forth above at 31594 Railroad Canyon Road, Canyon Lake. The property is further identified as Assessor's Parcel Number 355-310-012 and more particularly described in Exhibit A - Legal Description (Property). The property is being evaluated for certain minor improvements to accommodate the use of the library, and in the event these improvements are required, EDA will obtain the necessary approvals.

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

The acquisition price of \$1,050,000 (\$309 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.

The new Library will replace the existing leased Library space located within in the Canyon Lake City Hall Building, which consists of approximately 2,711 square feet. The current lease rate for the library facility is \$1.39 per square foot which will certainly be increased 10% - 15% to a new market lease rate upon lease expiration on January 31, 2020. This will increase the annual expense budget for the Canyon Lake Library significantly. By purchasing the property, the County will achieve a lower operating cost compared to remaining in the current leased facility and paying rent, and acquire an asset which has potential to increase in value.

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.

Impact on Citizens and Businesses

The acquisition of this site will better serve the needs of the Canyon Lake community, it will provide enhanced programs and services and will be a positive impact on both residents and local businesses.

Resolution No. 2019-014 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 355-310-012:

Acquisition:	\$1,050,000
Estimated Title and Escrow Charges:	\$5,393
Preliminary Title Report	\$450
County Appraisal	\$4,250
Environmental Studies	\$2,500
Building Inspection	\$765
County Staff Time includes EDA Real Estate, EDA Environmental and County Counsel	\$13,000
Total Estimated Acquisition Costs (Not to exceed)	\$1,076,358

All costs associated with the acquisition of this property are fully funded by the County Library Fund budget for FY 2018/19. A budget adjustment will be brought to the Board of Supervisors with the authorization to purchase action.

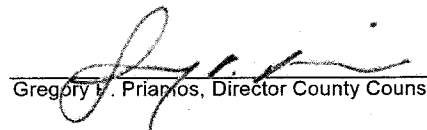
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Attachments:

- Exhibit A
- Resolution No. 2019-014
- Aerial Image

RF:HM:VY:MH:ra CL002 20.269 13930
MinuteTrak: 8656


Rahini Dasika, Principal Management Analyst 1/29/2019


Gregory T. Priamos, Director County Counsel 1/18/2019