MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



PUBLIC COMMENT:

<u>16.2</u>

During the oral communication section of the agenda for Tuesday, October 22, 2019, Brenda Borel spoke about a real estate contract between her family and the County of Riverside.

ATTACHMENTS FILED WITH CLERK OF THE BOARD

EXHIBIT "A"



AGREEMENT TO SELL/PURCHASE CERTAIN REAL PROPERTY

THIS AGREEMENT is made this 1989, by and between the COUNTY OF RIVERSIDE, herein called County, and ALEXANDER A. BOREL AND DAVID LEON BOREL, herein

1. Recitals.

- Sellers are the owners of certain real property situated in the County of Riverside, State of California, consisting of approximately 52 acres, as more particularly described in Exhibit "A", attached hereto and by this reference made a part of this agreement.
- County is the owner of the French Valley (b) Airport located at 37552 Winchester Road, Murrieta, California, and Sellers own certain real property situated adjacent to said airport, as more particularly described on Exhibit "A-1", attached hereto and by this reference made a part of this
- (c) County is desirous of acquiring the real property described in Exhibit "A" for the purpose of constructing a Southwest County Justice Center, and Sellers are desirous of acquiring a right of access to and from the aircraft operating areas at French Valley Airport and the real property described in
- County has determined that just compensation (d) for the acquisition of said real property is in the sum of
- Sellers are willing to accept \$2,340,000.00 as (e) consideration for said real property and consider the additional portion of the value of the property as a contribution to County.
- (f) County has the authority to acquire the real property described in Exhibit "A" by exercising its power of eminent domain through condemnation proceedings pursuant to the provisions contained in Article I California Constitution Section 19 and Section 1230.010, et seq. of the Code of Civil Procedure.

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Submitted by Durda Box

J. GEERLINGA Y COUNSEL ATE 300 OTH STREET

(g) Sellers are willing to convey fee simple title to the real property described in Exhibit "A" to County and County is willing to grant Sellers a right of access upon the terms and conditions set forth in this agreement.

Consideration.

- (a) In consideration for the conveyance of said real property. County shall pay to Sellers the sum of \$2,340,000.00.
- (b) In further consideration for the conveyance of said real property. County hereby grants to Sellers a right of access for non-commercial aircraft purposes to and from the aircraft operating areas at County's French Valley Airport and certain real property owned by Sellers situated adjacent to said airport and more particularly described on Exhibit "A-1", attached hereto and by this reference made a part of this agreement. Such grant is conditional, however, to the extent that a right of access shall arise only if:
 - (1) Right of way for access for aircraft purposes to and from the proposed Southwest County Justice Center and French Valley Airport has been obtained by County over and upon said real property described in Exhibit "A-1" and such access has been approved by County for its Sheriff's Department; and,
 - real property described in Exhibit "A-1" is subject has been cancelled. The parties hereto acknowledge and understand that a Notice of Non-Renewal of the Williamson Act contract was filed with County by the owners of said real property on September 30, 1981. The parties hereto further acknowledge that as a consequence of the filing of the Notice of Non-Renewal, said real property will, in the normal course of events, no longer be subject to the Williamson Act contract, effective January 1, 1991; and,
 - (3) The General Plan designation and zoning for said real property described in Exhibit "A-1" have been changed such that aircraft access is consistent therewith. Sellers represent to County that they anticipate requesting such a zone change.
- (c) With respect to Paragraph 2(b)(3) above. County neither expressly nor impliedly warrants at this time that the General Plan designation and zoning will be changed. Sellers may petition for, and file, a General Plan amendment or zone change application, but the petition and application(s) shall be evaluated independently of this agreement and County is not hereby obligated to approve them. In addition, should a right of access arise, it shall be granted in the form of a nonexclusive easement upon whatever covenants, conditions and restrictions may be deemed appropriate by County, including, but not limited to:

ERALD J. GEERLINGS COUNTY COUNSEL SUITE 300 \$335 - 10TH STREET TERSIDE, CALIFORNIA (1) Use of such access shall be restricted to noncommercial aircraft owned, leased or otherwise under the operational control of Sellers, its lessees, sublessees, licensees, assignees and successors in interest (herein collectively called "successors"), for the purpose of landing, taking off or taxing of such aircraft at French Valley Airport and such use shall be on the same terms and conditions as are applicable to other general users of French Valley Airport for the same purposes.

- (2) Noncommercial aircraft shall not be used in aid of any commercial activity on said real property described on Exhibit "A-1" or any portion thereof, which shall be competitive to activities incidental to airport operations, which are, or may be, conducted by County, its Lessees or concessionaires, on French Valley Airport, including but not limited to, aircraft maintenance, fueling, aircraft storage, freight forwarding, flight instruction, or the retail sale of aviation products or the rendering of aviation services.
- (3) Construction, use and maintenance of such access shall conform in all respects to the requirements of any existing or proposed obligations set forth in any grant agreement between County and the Federal Aviation Administration, United States Department of Transportation.
- (4) Construction of such access may include a taxiway parallel to the entire length of the runway at said airport, and on the east side thereof, along with connecting perpendicular taxiways, and such construction shall be in accordance with airport construction standards promulgated by the Federal Aviation Administration of the United states Department of Transportation (FAA) which may be in effect at the time of such construction.
- (5) The costs of construction of such access shall be borne solely by Sellers, unless FAA authorizes funds therefor in which event Sellers will only be obligated to bear whatever matching share may be required under such authorization, and Sellers shall be subject to a proportionate share of any and all administrative, operation and maintenance, and capital development costs, charges and/or fees at French Valley Airport.
- 3. Escrow. An escrow shall be conducted by United Title Insurance Company, herein called Escrow Holder, relative to the conveyance of said real property and the consideration therefor. The parties hereto shall open an escrow with Escrow Holder within 30 days after this agreement has been executed by such parties, and in that connection, the escrow instructions

FERALD J. GEERLINGS COUNTY COUNSEL SUTTE 300 3635 - 10TH STREET IVERSIDE, CALIFORNIA FROM: BUILDING SERVICES - SUBMITTAL DATE:

PROJECT LAND ACQUISITION SOUTHWEST COUNTY JUSTICE SUBJECT:

CENTER IN RANCHO CALIFORNIA THIRD SUPERVISORIAL DISTRICTS

RECOMMENDED MOTION:

That the Board shall:

Adopt Resolution No. 89-218 giving notice of intention to purchase 52.33 acres of land, for the sum of \$2,340,000 Rancho California.

JUSTIFICATION:

Board Minute Order 3.27, March 7, 1989, approved the French Valley site for construction of the Southwest County Justice Center and directed the Department of Building Services to

(JUSTIFICATION continued on Page Two).

FINANCIAL DATA: The County has received \$2,500,000 from the Pulte Home Corporation in lieu of a facilities site as part of the development agreement with that firm. The purchase of the Borel property will be made from these funds and, therefore, no additional capital funding is required.

ARNAU, DIRECTOR

RRA: JJL: kjs

RIVERSIDE COUNTY AVIATION DEPARTMENT

C.A.O. RECOMMENDATION:

APPROVE. Further, that appropriations and estimated revenue be increased as follows:

FINANCIAL IMPACT: REQUIRES estimated revenue be increased as rollows:

oIncrease 124-12-182-4-83948, S. County Jail, by \$2,500,000 4/5th's VOTE Increase 124-12-182-9921, Contributions, by \$2,500,000.

> Administrative Officer Signature MINUTES OF THE BOARD OF RUPERVISORS

On motion of Supervisor Younglove, seconded by Supervisor Dunlap and duly carried by unanimous vote, IT WAS ORDERED that the above resolution of intention is adopted as recommended by the Administrative Office, and scheduling the matter for consideration on Tuesday, June 20, 1989 at 9:00 a.m.

Ayes: Ceniceros, Dunlap, Larson, Abraham and Younglove Noes: Gerald A Maloney

None Absent: None

N/A

May 30, 1989

Serv., A.O., Frev. Agn. ref. Bldg.

Clerk,

FORM 11 - Project Land Acquisition Southwest County Justice Center in Rancho California

Page Two

JUSTIFICATION continued:

The owners, Alexander A. and proceed with site acquisition. David Leon Borel, have offered the site to the County for \$2,340,000, a price that is \$2,000,000 below market value. Consequently, the Department of Building Services recommends that the Board proceed with the Notice of Intention to buy the site at the offered price of \$2,340,000.

The Agreement and Resolution No. 89-219 shall be presented for the Board's consideration on June 20, 1989.

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Attachments: Resolution No. 89-218 Resolution No. 89-219



June 3, 1999

Ray Borel 30195 Auld Road Murrieta, CA 92563

RE: AIRPORT ACCESS AGREEMENT

Dear Ray:

Enclosed for your records is your executed copy of the Airport Access Agreement as approved by the Riverside County Board of Supervisors on May 18, 1999.

If you have any questions, please call me at (909) 955-6669.

Sincerely,

Deanna M. Lorson Deputy Director

Encl.

DML:dml F:\USERS\EDCOM\AIRPORTS\FRVALLEY\letter re final access agmt.wpd

This Airport Access Agreement (the "Agreement") is entered into on this day of _______, 1999, by and between the County of Riverside, a public body corporate and politic, hereinafter referred to as "COUNTY", and Alexander Ray Borel, Aeonard Roy Borel, Ann Ruloy Borel and Alexander A. Borel, as Trustee of the Alexander A. Borel Trust, hereinafter referred to as "SELLERS".

WITNESSETH:

WHEREAS, the parties entered into a Purchase/Sell of Real Property Agreement.

WHEREAS, the parties entered into a Purchase/Sell of Real Property Agreement on May 15, 1989; and

WHEREAS, Sections 2 (b) and 2 (c) of the Agreement granted to SELLERS a right of access for non-commercial aircraft purposes to and from the aircraft operating areas at COUNTY's French Valley Airport and certain real property owned by SELLERS adjacent to said airport, said right also known as "Through the Fence Access"; and

WHEREAS, said Through the Fence Access pertains to approximately 82.74 acres of land; and

WHEREAS, the COUNTY is in the process of purchasing additional land from the SELLER for the extension of runway 18-36; and

WHEREAS, the SELLERS desire to exchange a portion of the existing Through the Fence Access for Through the Fence Access to SELLERS property to the west of the COUNTY's new land purchase; and

WHEREAS, SELLER'S property to the west of the COUNTY's new land purchase totals approximately 27.65 acres constituting the remainder portions of Assessor's Parcel Numbers 957-320-008 and 957-320-009; and

WHEREAS, the COUNTY and the SELLERS desire to enter into an Agreement to further define the SELLER'S Through the Fence Access rights at French Valley Airport.

NOW THEREFORE, in consideration of the foregoing, the parties hereto do hereby agree as follows:

Section 1. <u>PURPOSE</u>. The purpose of this Agreement is to specify the SELLERS right of access to French Valley Airport for non-commercial aircraft purposes.

Section 2. RIGHT OF ACCESS. SELLERS, their lessees, purchasers, users, assignees and successors in interest and any limited liability company or corporation established by SELLERS or one of them shall have the right of ingress and egress into and upon a portion of the French Valley Airport in Riverside County, California, from property owned by SELLERS which adjoins said Airport as further described below.

- A. Parcel 1. Parcel 1 for access purposes shall consist of the westerly 50 acres of the property described in Exhibit A-1 attached hereto and by this reference incorporated herein. Ingress and egress hereunder shall be limited to two (2) one-hundred (100) foot wide portions of the eastern French Valley Airport boundary.
- B. Parcel 2. Parcel 2 for access purposes shall consist of approximately 7.05 acres as more particularly described in Exhibit A-2 attached hereto and by this reference incorporated herein. Ingress and egress hereunder shall be limited to one (1) one-hundred (100) foot wide portion of the western French Valley Airport boundary.
- C. Parcel 3. Parcel 3 for access purposes shall consist of approximately 20.60 acres as more particularly described in Exhibit A-3 attached hereto and by this reference incorporated herein. Ingress and egress hereunder shall be limited to one (1) one-hundred (100) foot wide portion of the eastern French Valley Airport boundary.

Section 3. <u>IMPLEMENTATION OF ACCESS RIGHTS</u>. Implementation of the access rights described in this Agreement shall be pursuant to an Ingress and Egress Permit similar to that attached as Exhibit B hereto. Said Ingress and Egress Permit shall be processed and approved concurrent with development of the adjacent parcels with

access rights and shall implement the following requirements with respect to that particular development:

- A. Pursuant to the Federal Aviation Administration requirement that provision shall be made to assure that the adjacent property owner contributes his or her fair share toward the cost of operation and maintenance, and improvement of the airport, and that no benefits accrue to that property owner that would give him or her an advantage over an on-airport operator, COUNTY and SELLERS agree that SELLERS have satisfied this requirement through the contribution of \$2,000,000 to COUNTY in the form of a below-market value sale of a portion of SELLERS property to COUNTY as evidenced by Exhibit C hereto. SELLERS contribution shall not relieve SELLERS or their lessees, purchasers, users, assignees and successors from the obligation to pay any fee or charge assessed to all airport users.
- B. The adjacent property owner shall be required to conform in all respects to the requirements of any existing or proposed grant agreement.
- C. The access point shall be designed in such a manner to reduce conflicts between aircraft and maximize safety on the airport, including but not limited to fencing, traffic controls, and signage to be provided at the sole expense of the adjacent property owner.
- D. The Access granted under this Agreement shall be solely for aircraft use incidental to the business conducted on the SELLERS property and shall not offer any aeronautical services to the public.
- Section 4. <u>ASSIGNMENT.</u> Neither this Agreement nor any clause or provision contained herein may be assigned, transferred or released without the express written consent of the parties hereto.
- Section 5. <u>CHANGES OR MODIFICATIONS</u>. No part of this Agreement may be modified, altered, amended, waived or changed without the express written consent of all parties.

Section 6. <u>PERMITS.</u> Nothing in this Agreement shall absolve any lessee, assignee, purchaser, developer, or user of the property that is subject to this Agreement from the requirement of obtaining all necessary permits and other documents necessary from any public entity, including SELLERS. Nothing contained herein shall entitle any lessee, assignee, purchaser, developer, or user of said property to any preference or guaranty that any or all permits will be issued.

Section 7. <u>ATTORNEY FEES.</u> If any action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, costs and necessary disbursements.

Section 8. WAIVER. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping SELLERS from enforcement hereof.

Section 9. <u>SEVERABILITY.</u> If any provisions in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 10. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California and the rules and regulations of the Federal Aviation Administration. The parties expressly agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

Section 11. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, conditions or promises, and no party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement may be modified

or amended only by a writing signed by the party to be charged.

Section 12. INDEMNIFICATION. (i) SELLERS shall indemnify and hold COUNTY, its officers, agents and employees free and harmless from liability to any person or entity not a party to this Agreement from any damage, loss or injury to person and/or property which primarily relates to or arises out of any acts, errors or omissions of the SELLERS, its contracting consultants, officers, agents, members, employees, or subcontractors in the performance of their services pursuant to this Agreement, and (ii) SELLERS shall defend at its expense, including attorneys' fees, COUNTY, its officers, agents and employees in any legal action brought on by a third party which primarily relates to or arises out of any acts, errors, or omissions of the SELLERS, its contractors, consultants, officers, agents, members, employees, or subcontractors in the performance of their services pursuant to this Agreement. (iii) COUNTY shall indemnify and hold SELLERS, its officers, agents and employees free and harmless from liability to any person or entity not a party to this Agreement from any damage, loss or injury to person and/or property which primarily relates to or arises out of any acts, errors or omissions of the COUNTY, its contracting consultants, officers, agents, members, employees, or subcontractors in the performance of their services pursuant to this Agreement, and (iv) COUNTY shall defend at its expense, including attorneys' fees, SELLERS, its officers, agents and employees in any legal action brought on by a third party which primarily relates to or arises out of any acts, errors, or omissions of the COUNTY, its contractors, consultants, officers, agents, members, employees, or subcontractors in the performance of their services pursuant to this Agreement.

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	IN WITNESS WHEREOF, the SELLERS and the COUNTY have executed this
	2 Agreement as of the date first above written.
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•	ALEXANDER A. BOREL TRUST UNDER TRUST AGREEMENT DATED SEPTEMBER
(By: (1 4 Met 10) By: (Lewishy M Dout True
7	ALEXANDER'A. BOREL, TRUSTEE
8	ALEVANDED DAY DE BY. ALEMAN DY.
9	ALEXANDER RAY BUREL / AEONARD ROY BOREL
10	COUNTY OF RIVERSIDE
11	100 C
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13	ROY WILSON, CHAIRMAN
14	ATTEST: MAY 1 8 1999 Gerald A Molonova
15	Gerald A. Maloney Clerk of the Board
16	By: County Clerk
17	Sounty Clerk
18	APPROVED AS TO FORM: COUNTY COUNSEL
19	SOUTH COOKSEL
20	By: Je J. Land
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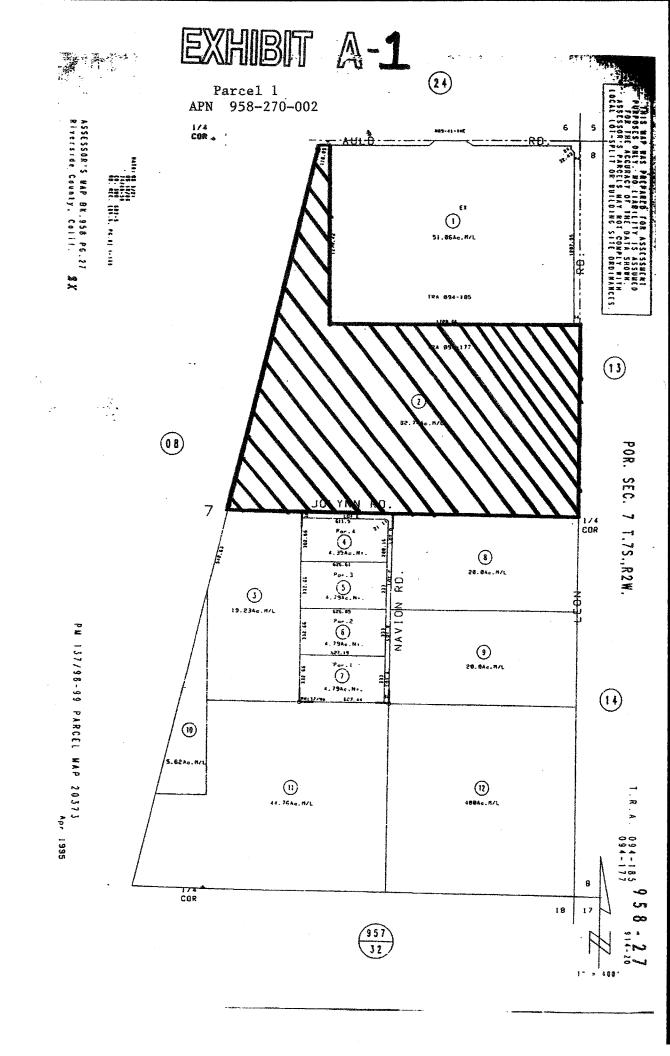


EXHIBIT A-2

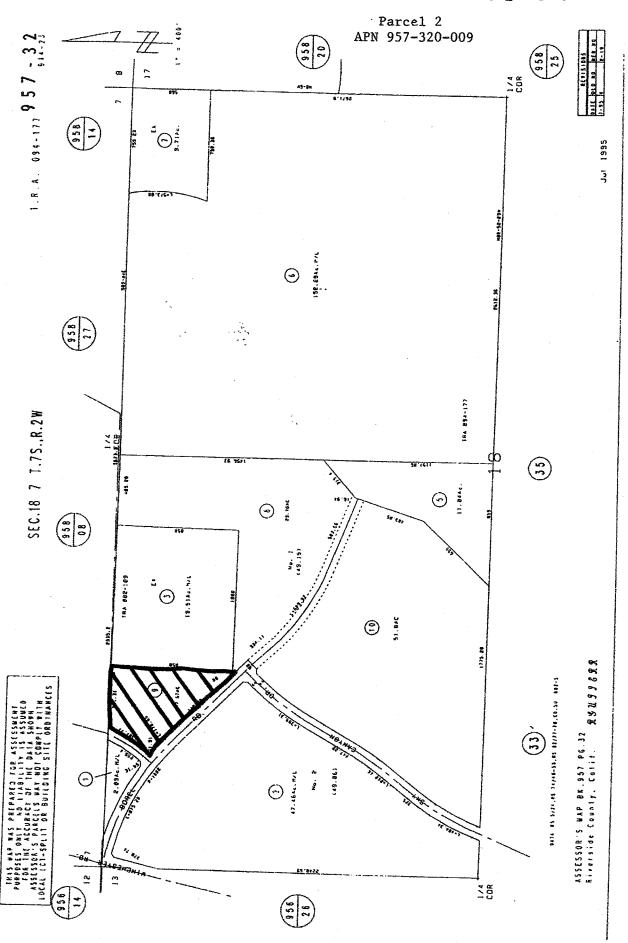
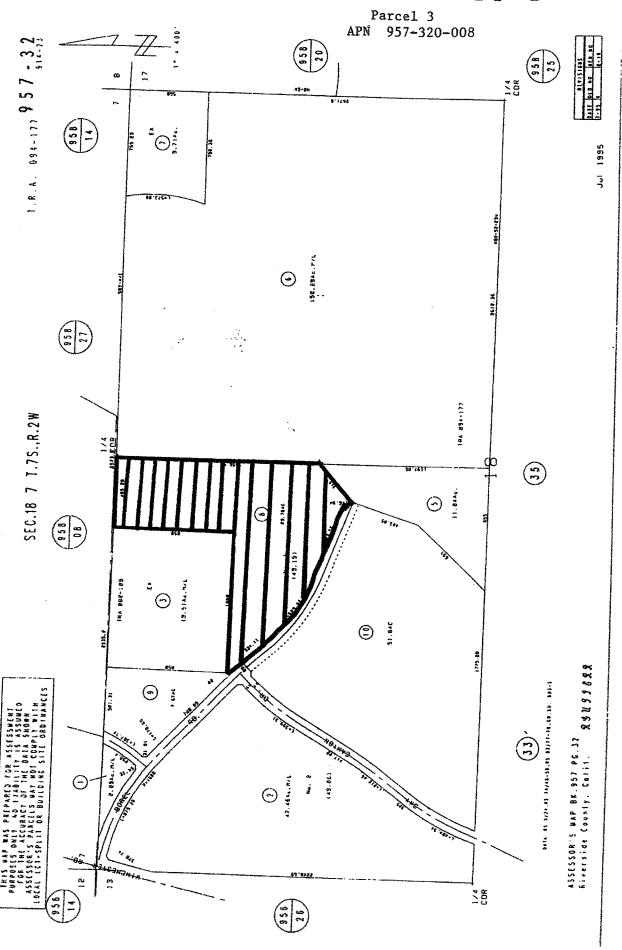


EXHIBIT A-3



Rubbi Comer V

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Y	nda Bovel			
Address: 37615 LE	eon fd.	· · · · · · · · · · · · · · · · · · ·		
city: MUYY1etO	zip: <u>925</u>	103		
Phone #: 951)795	-3311			
	Agenda #			
PLEASE STATE YOUR POSITION BELOW: Position on "Regular" (non-appealed) Agenda Item:				
Position on Regular (no	on-appealed) Agenda I	tem:		
	on-appealed) Agenda I			
	Oppose an agenda item that is fi	Neutral		
Support Note: If you are here for a	Oppose an agenda item that is fi ur position on the appe	Neutral		

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead 'Elmo' projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will cal speakers in pairs. The first speaker should immediately step to the podium and begin add essing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.