

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



ITEM: 3.11
(ID # 22651)

MEETING DATE:
Tuesday, November 28, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution No. 2023-235, Authorization to Purchase Real Property in the County of Riverside, State of California, Assessor's Parcel Numbers 386-140-009 and 386-140-010, by Grant Deed from Robert J. Ponce and Verda A. Ponce, as trustees of The Family Trust of Robert J. Ponce and Verda A. Ponce Dated September 3, 2014; CEQA Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3); District 2 [\$306,150 - 100% American Rescue Plan Act (ARPA) Funds] (Clerk to file Notice of Exemption)(4/5 Vote Required)

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), "Common Sense" Exemption;

Continued on Page 2

ACTION:4/5 Vote Required, Policy

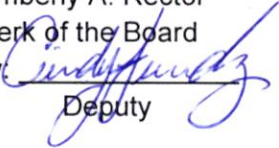

Rose Salgado, Director of Facilities Management 1/9/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez
Nays: None
Absent: None
Date: November 28, 2023
xc: FM-RE, Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2023-235, Authorization to Purchase Real Property in the Unincorporated Area of Lakeland Village, County of Riverside, State of California, Assessor's Parcel Numbers 386-140-009 and 386-140-010, by Grant Deed from Robert J. Ponce and Verda A. Ponce, as trustees of The Family Trust of Robert J. Ponce and Verda A. Ponce Dated September 3, 2014;
3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions between Robert J. Ponce and Verda A. Ponce, as trustees of The Family Trust of Robert J. Ponce and Verda A. Ponce Dated September 3, 2014, and the County of Riverside, and authorize the Chair of the Board of Supervisors to execute said Agreement;
4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the transaction;
5. Authorize a reimbursement to FM-RE in the amount not-to-exceed \$26,150 for due diligence, remediation, and staff expense; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of the approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 306,150	\$ 0	\$ 306,150	\$ 0
NET COUNTY COST	\$ 306,150	\$ 0	\$ 306,150	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act (ARPA) Funds - 100%			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pursuant to California Government Code Section 25350, the County published 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 that the Board will meet to consummate the purchase in accordance with California Government Code Section 6063.

On October 3, 2023, Item No. 3.8, the Board adopted Resolution Number. 2023-229, Notice of Intention to Purchase Real Property in the Unincorporated Area of the County of Riverside,

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

State of California, Assessor's Parcel Numbers: 386-140-009 and 386-140-010 by Grant Deed from Robert J. Ponce and Verda A. Ponce, as trustees of The Family Trust of Robert J. Ponce and Verda A. Ponce Dated September 3, 2014.

The subject property consists of two (2) parcels totaling approximately 2.34 acres and is more particularly depicted in the attached aerial map (Property). The acquisition price of Two Hundred Eighty Thousand Dollars (\$280,000) represents a fair market price based on comparable market sales and a recent fair market value appraisal. The price also represents a good value for the County when compared with the higher cost to develop a new facility. There are no current plans for the Property other than using the land as an expansion of the existing park.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines sections 15301, Class - 1, Existing Facilities Exemption and 15061(b)(3), "Common Sense" Exemption as detailed in the attached Notice of Exemption.

Resolution No. 2023-235 and the Agreement of Purchase and Sale and Joint Escrow Instructions have been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The acquisition of the Property will benefit the community and provide a necessary area for the expansion of the existing Lakeland Village Community Center.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of the Property with Assessor's Parcel Numbers 386-140-009 and 386-140-010:

Acquisition Price	\$ 280,000
Estimated Title and Escrow Charges	\$ 1,000
Appraisal	\$ 4,950
Environmental Studies	\$ 1,700
County Staff Time includes FM-RE, FM Environmental and County Counsel	\$18,500
Total Estimated Acquisition Costs (Not to exceed)	\$ 306,150

All costs associated with the acquisition of this Property are fully funded by American Rescue Plan Act (ARPA) budget for FY 23/24. The overall ARPA allocation was approved on December 13, 2022 item 3.2.

ATTACHMENTS

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

- Aerial Image
- Resolution No. 2023-235
- Purchase and Sale Agreement and Joint Escrow Instructions
- Notice of Exemption

JM:il/07242023/438FM/30.975


Aaron Gettis, Deputy County Counsel 11/14/2023

1 Board of Supervisors

County of Riverside

2 Resolution No. 2023-235

3 Authorization to Purchase Real Property

4 in the Unincorporated Area of the County of Riverside,

5 State of California Assessor's Parcel Numbers 386-140-009 and 386-140-010,

6 by Grant Deed from Robert J. Ponce and Verda A. Ponce, as trustees of The Family

7 Trust of Robert J. Ponce

8 and Verda A. Ponce Dated September 3, 2014

9
10 WHEREAS, Robert J. Ponce and Verda A. Ponce, as trustees of The Family
11 Trust of Robert J. Ponce and Verda A. Ponce Dated September 3, 2014, ("Seller"), are
12 the owners of certain real property located on in the Unincorporated Area of the County
13 of Riverside, State of California, containing approximately 2.34 acres of vacant
14 residentially zoned land, identified with Assessor's Parcel Numbers 386-140-009 and
15 386-140-010 ("Property");

16 WHEREAS, the County of Riverside ("County"), a political subdivision of the
17 state of California, desires to purchase the Property from the Seller and Seller desires
18 to sell the Property to County;

19 WHEREAS, County intends to use the Property for the expansion of park space
20 for the Lakeland Village Community Center; and

21 WHEREAS, pursuant to California Government Code Section 25350, the
22 Board of Supervisors adopted Resolution No. 2023-229, Notice of Intention to
23 Purchase Real Property in the Unincorporated Area of Lake Elsinore, County of
24 Riverside, State of California on October 3, 2023 and published its Notice of
25 Intention pursuant to California Government Code Section 6063.

26 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by
27 the Board of Supervisors of the County of Riverside ("Board"), in regular session
28 assembled on or after November 28, 2023 at 9:30 a.m. or soon thereafter, in the

FORM APPROVED COUNTY COUNSEL
BY:  RYAN D. YABKO
DATE: 11/14/23

1 meeting room of the Board of Supervisors located on the 1st floor of the County
2 Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review
3 of the evidence and information presented on the matter, as it relates to this
4 acquisition, this Board has determined that the proposed acquisition project is
5 categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301,
6 Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or
7 "Common Sense" Exemption because the County is merely purchasing the fee interest
8 in the Property to continue the use of the Property, and it can be seen with certainty
9 that there is no possibility that the activity in question will have a significant effect on
10 the environment.

11 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the
12 Board authorizes the purchase of the Property located in the Unincorporated Area of
13 Lake Elsinore, County of Riverside, State of California, identified with Assessor's
14 Parcel Numbers 386-140-009 and 386-140-010 and consisting of approximately 2.34
15 acres of land, more particularly described in Exhibit "A" Legal Description, attached
16 hereto, in the amount not to exceed Two Hundred and Eighty Thousand Dollars
17 (\$280,000), pursuant to terms and conditions in the Agreement of Purchase and Sale
18 and Joint Escrow Instructions.

19 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the
20 Board hereby approves the Agreement of Purchase and Sale and Joint Escrow
21 Instructions between the County of Riverside and Robert J. Ponce and Verda A.
22 Ponce, as trustees of The Family Trust of Robert J. Ponce and Verda A. Ponce Dated
23 September 3, 2014 ("Agreement") and authorizes the Chair of the Board of Supervisors
24 of the County of Riverside to execute the Agreement on behalf of the County.

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director
26 of Facilities Management, or her designee, is authorized to execute any other
27 documents and administer all actions necessary to complete the purchase of real
28 property.

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Facilities
2 Management – Real Estate Division be reimbursed for all costs incurred relating to the
3 acquisition in an amount not-to-exceed \$26,150 in due diligence expenses and staff
4 time.

5 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk
6 of the Board of Supervisors is directed to file the Notice of Exemption with the County
7 Clerk.

8 ROLL CALL:
9

10 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez
11 Nays: None
12 Absent: None

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

15 KIMBERLY A. RECTOR, Clerk of said Board

16 By:  _____
17 Deputy

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19 11.28.2023 3.11
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27 JM:il/07242023/438FM/30.975
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EXHIBIT "A"
Legal Description

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

Parcel 1 together with Lettered Lot 'B' and Parcel 2 together with Lettered Lot 'A' of
Parcel Map 11628, in the County of Riverside, State of California, as shown by map on
file in Book 58, Page 24 of Parcel Maps, Records of said County.

APN: 386-140-009; 386-140-010

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202301237
11/30/2023 03:02 PM Fee: \$ 50.00
Page 1 of 2

Removed: By: Deputy



NOTICE OF EXEMPTION

November 14, 2023

Project Name: County of Riverside, Authorization to Purchase Real Property in the County of Riverside, State of California, Assessor's Parcel Numbers 386-140-009 and 386-140-010, by Grant Deed from Robert J. Ponce and Verda A. Ponce, as trustees of The Family Trust of Robert J. Ponce and Verda A. Ponce Dated September 3, 2014, Lakeland Village

Project Number: FM0417200438

Project Location: South side of Union Avenue, west of Santa Rosa Drive, Assessor's Parcel Numbers (APNs) 386-140-009 and 386-140-010, unincorporated community of Lakeland Village

Description of Project: Pursuant to California Government Code Section 25350, the County published 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 that the Board will meet to consummate the purchase in accordance with California Government Code Section 6063.

On October 3, 2023, Item No. 3.8, the Board adopted Resolution No. 2023-229, Notice of Intention to Purchase Real Property in the Unincorporated Lakeland Village Area of the County of Riverside, State of California, Assessor's Parcel Numbers: 386-140-009 and 386-140-010 by Grant Deed from Robert J. Ponce and Verda A. Ponce, as trustees of The Family Trust of Robert J. Ponce and Verda A. Ponce Dated September 3, 2014.

The subject property consists of two parcels totaling approximately 2.34 acres that is adjacent to the Lakeland Village Community Center (Property). The acquisition price of Two Hundred Eighty Thousand Dollars (\$280,000) represents a fair market price based on comparable market sales and a recent fair market value appraisal. There are no current plans for the Property other than using the land as a potential expansion of the existing recreational area at the Lakeland Village Community Center. The proposed project is limited to the purchase of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. Any future activity or project at the location would require additional CEQA review for any changes to the property.

Name of Public Agency Approving Project: Riverside County

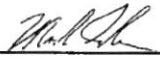
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301(h) and Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19, Sections 15061 and 15301

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

- **Section 15301 (h)– Existing Facilities Exemption:** The Project, as proposed, is the purchase of real property consisting of approximately 2.34 acres of vacant land. The property has been graded, partially landscaped, with a dirt access road and some native growth. The site does not have significant values for wildlife habitat or other environmental purposes, and the use of the property will not change with the acquisition by the County. Upon acquisition, the County will continue to provide maintenance on the existing landscaping, dirt access road, and native growth. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed purchase of the Property is an administrative function and would not result in any direct physical environmental impacts. The primary indirect impact of the purchase would result in a different owner. It is not anticipated that any change in use or substantial increase in capacity would occur from the purchase. Should any future physical changes in use be contemplated by the County, additional CEQA review would be required and the potential environmental effects would be analyzed as part of future discretionary action. 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.

Therefore, the County of Riverside Facilities Management 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: 11-14-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

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

BY AND BETWEEN

**ROBERT J. PONCE AND VERDA A. PONCE, TRUSTEES OF THE FAMILY TRUST OF ROBERT
J. PONCE AND VERDA A. PONCE DATED SEPTEMBER 3, 2014**

AS SELLER

AND

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

AS BUYER

RELATING TO

Assessor's Parcel Numbers 386-140-009 and 386-140-010

NOV 28 2023 3.11

1/1

**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 _____, 2023 (the "Effective Date"), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Buyer") and Robert J. Ponce And Verda A. Ponce, Trustees Of The Family Trust Of Robert J. Ponce And Verda A. Ponce Dated September 3, 2014 ("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 properties located in the unincorporated area of the County of Riverside, State of California, consisting of approximately 2.34 acres of land, identified by Assessor's Parcel Numbers 386-140-009 and 386-140-010, which is more particularly described in the Exhibit "A" attached hereto and incorporated herein by reference;

(c) **Purchase Price:** The Purchase Price for the Property is Two Hundred and Eighty Thousand Dollars (\$280,000);

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

(e) **Title Company:** Lawyers Title Company at the address set forth in subparagraph (h) below, with Barbara Northrup 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 Effective Date, and Seller shall grant Buyer one 30-day extension to close Escrow, if requested by Buyer, or as otherwise agreed to by both Parties;

(h) **Notices:** Will be sent as follows to:
Seller:
Robert Ponce
32674 Blue Mist Way
Wildomar, CA 92595

Telephone: 951-265-4549
Email: oneponce@verizon.net

Buyer: County of Riverside
Attn: Vincent Yzaguirre
3450 14th Street
Riverside, California 92501
Telephone: (951) 955-9011
Email: vyzaguirre@rivco.org

Escrow Holder: Lawyers Title Company
Attn: Debbie Strickland
Address: 3480 Vine Street, Suite 100
City: Riverside, CA 9250
Telephone: 941-248-0660
Email: DStrickland@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: TU65@LTIC.COM

- (i) **Exhibits:**
Exhibit "A" - Legal Description of Property
Exhibit "B" - Form of Grant Deed

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 thereon, 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 delivering to Escrow Holder fully executed original or originally executed counterparts of this Agreement, which date shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Agreement. This contingency will be removed from Escrow upon the receipt of the executed Agreement signed by the Chairman of 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 as 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 #623650137 dated March 22, 2023, 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 shall deliver to Buyer, copies of all surveys, past hazardous material studies, soils reports, including engineers' reports, and studies and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, 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 Paragraphs 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 this Paragraph 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

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

8. **Due Diligence by Buyer.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence ("Due Diligence Period"), 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 matters prior to the Close of Escrow. Seller shall cooperate with Buyer in Buyer's investigation of the Property, including, but not limited to, any of the following:

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

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

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

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

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

(b) Was 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; or

(c) 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.

(d) 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.

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 (1/2) of the escrow and recording fees;
- (d) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (e) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (f) Seller's share of prorations, if applicable;

11.2 Buyer will pay:

- (a) One half (1/2) 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 Riverside County 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 Riverside County Tax Collector/Assessor for the property tax exemption. Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of escrow, and if eligible, to receive such refund. Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Not applicable, intentionally deleted.

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 in the Official Records of the County of Riverside and obtain conformed copies thereof for distribution to Buyer and Seller.

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

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

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

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

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

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

14.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency,

reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

14.5 At Closing, Seller shall convey the Property in "as-is" physical condition to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Paragraph 6 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 attorney's 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 claim, action, costs, or expenses arising from any hazardous substances discovered at the property, whether or not previously disclosed by Seller that was caused by or permitted by the Seller's acts or omissions.

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

16. Hazardous Substances.

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

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

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

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

16.2 Seller's Representations and Warranties. Except as disclosed in the due diligence materials provided by Seller to Buyer as of the date of this Agreement, Seller represents that:

(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. Buyer may terminate this Agreement if Buyer identifies conditions on the Property that, in its sole and subjective judgment, would render the Property no longer desirable to Buyer.

(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.

(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 not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If Seller is in fact represented in this sale, 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 or any person arising from or by reason of Seller's conduct with respect to this transaction. The provisions of this Section 18.10 shall survive Closing hereunder or earlier termination of this Agreement until the limitations period has run for such claims.

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

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

[Signatures Provisions on the Following Page]

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

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

BUYER:

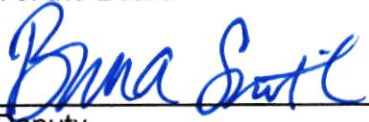
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Kevin Jeffries, Chair
Board of Supervisors

Date: 11/28/2023


ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

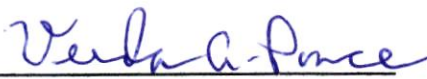
Minh C. Tran
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

SELLER:

The Family Trust of Robert J. Ponce and
Verda A. Ponce Dated September 3, 2014

By: 
Robert J. Ponce
Successor Co-Trustee

By: 
Verda A. Ponce
Successor Co-Trustee

Date: 7/20/2023

JM:kt/06292023/PSA/30.957

NOV 28 2023 3.11

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel 1 together with Lettered Lot 'B' and Parcel 2 together with Lettered Lot 'A' of Parcel Map 11628, in the County of Riverside, State of California, as shown by map on file in Book 58, Page 24 of Parcel Maps, Records of said County.

APN: 386-140-009; 386-140-010

EXHIBIT B

Recorded at request of and return to:
County of Riverside
Facilities Management Department
Real Property Division
3133 Mission Inn Ave
Riverside, CA 92507

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

JM:kt/06292023/438FM/30.956

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

PROJECT: Lakeland Village Community
Center Expansion

APNs: 386-140-009 and 386-140-01

GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert J. Ponce, Successor Co-Trustee and Verda A. Ponce, Successor Co-Trustee of the
Family Trust of Robert J. Ponce and Verda A. Ponce Dated September 3, 2014 ("Grantor")

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision of the State of California
("Grantee"), the fee simple interest in real property in the County of Riverside, State of California, as
more particularly described as:

See Exhibit "A" attached hereto
and made a part hereof

Dated: _____

GRANTOR:

The Family Trust of Robert J. Ponce and
Verda A. Ponce Dated September 3, 2014

By: _____
Robert J. Ponce, Successor Co-Trustee

By: _____
Verda A. Ponce, Successor Co-Trustee

PROJECT: Lakeland Village Community Center Expansion
APNs: 386-140-009 and 386-140-010

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 together with Lettered Lot 'B' and Parcel 2 together with Lettered Lot 'A' of Parcel Map 11628, in the County of Riverside, State of California, as shown by map on file in Book 58, Page 24 of Parcel Maps, Records of said County.

APN: 386-140-009; 386-140-010

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of _____, 20__ from the Grantor, Robert J. Ponce, Successor Co-Trustee and Verda A. Ponce, Successor Co-Trustee of the Family Trust of Robert J Ponce and Verda A. Ponce dated September 3, 2014, 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: _____

County of Riverside Lakeland Village Community Center Expansion



Legend
☐ Parcels
 City Areas



0 376 752 Feet

REPORT PRINTED ON... 4/24/2023 2:52:09 PM

© Riverside County GIS

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

Notes
 Property highlighted in red
 APNs: 386-140-009 & 386-140-010
 District 2