

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



**ITEM: 3.14**  
(ID # 27355)

**MEETING DATE:**  
Tuesday, May 06, 2025

**FROM :** FACILITIES MANAGEMENT AND FIRE

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution No. 2025-059 Authorization to Purchase Real Property in the Unincorporated Area of French Valley, County of Riverside, State of California, Assessor's Parcel Number: 476-090-013 by Grant Deed from Sam Corace, Trustee of the Sam Corace Trust, Dated 12/5/2019; District 3. CEQA Exempt per State CEQA Guidelines Section 15061(b)(3), [\$1,710,000 - 100% Development Impact Fees - Western Riverside County Fire Facilities Fund 30505] (Clerk to file Notice of Exemption)

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

1. Find the project is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), "Common Sense" Exemption;
2. Adopt Resolution No. 2025-059, Authorization to Purchase Real Property in the Unincorporated Area of French Valley, County of Riverside, State of California, Assessor's Parcel Number 476-090-013, by Grant Deed from Sam Corace, Trustee of the Sam Corace Trust, Dated 12/5/2019;
3. Approve Purchase and Sale Agreement and Joint Escrow Instructions between Sam Corace, Trustee of the Sam Corace Trust, Dated 12/5/2019 and the County of Riverside (Agreement), and authorize the Chair of the Board of Supervisors (Board) to execute said Agreement;

Continued on page 2

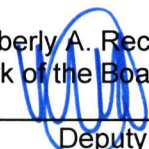
**ACTION: 4/5 Vote Required, Policy, CIP**

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 6, 2025  
xc: FM, Recorder, State Clearinghouse

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:

4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the transaction;
5. Ratify and authorize reimbursement to FM-RE in the amount not-to-exceed \$35,000 for transactional, due diligence, and staff costs; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and State Clearinghouse within five (5) days of the approval by the Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,710,000	\$ 0	\$ 1,710,000	\$ 0
<b>NET COUNTY COST</b>	\$	\$ 0	\$	\$ 0
<b>SOURCE OF FUNDS: Development Impact Fees (100%) – Western Riverside County Fire Facilities Fund 30505</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 24/25</b>	

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

**BACKGROUND:**

**Summary**

On March 18, 2025, the Board of Supervisors approved the adoption of Resolution No. 2025-060, Notice of Intention to Purchase Real Property in the Unincorporated Area of French Valley, County of Riverside, State of California, Assessor's Parcel Number 476-090-013 (Property).

Pursuant to County of Riverside Ordinance No. 598 and California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, which contained the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.

This item seeks the Board's authorization to purchase the property, along with the approval of the attached Purchase and Sale Agreement in the amount of One-Million, Six-Hundred and Seventy-Five Thousand Dollars (\$1,675,000). The Property consists of a single-family residence of 4,101 square feet with a detached 3-car garage on 2.71 acres. The County is acquiring the Property for the purpose of the future construction of a fire station for this growing region of the County.

With certainty, there is no possibility that this acquisition project may have a significant effect on the environment. The acquisition of the Property is identified as the proposed project under CEQA. The 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 reasonably foreseeable indirect physical impacts to the environment. When considering future indirect effects from the construction and operation of a new fire station, at this point in the process, the



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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design of the future project is not substantive enough to provide a meaningful analysis of environmental effects.

Future development of the site by the County as lead agency ensures the appropriate mechanism to provide the opportunity for environmental considerations to influence design and the characterization of effects associated with the development of the future fire station as more foreseeable details become known through the conceptual design process. This action would also not foreclose any future analysis, alternatives, or mitigation measures if a future fire station is ultimately proposed for location. Therefore, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), 'Common-Sense' Exemption.

**Impact on Residents and Businesses**

The acquisition of the Property in the French Valley unincorporated area of the County will benefit residents, families, and businesses by providing fire services in this growing region of the County which will improve response times and public safety.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the overall acquisition of the Property:

Acquisition:	\$ 1,675,000
Estimated Title and Escrow Charges:	\$ 12,500
Preliminary Title Reports	\$ 1,000
County Appraisal	\$ 6,500
Due Diligence – Inspection Reports	\$ 10,000
County Staff Time: FM-Real Estate	\$ 0
County Staff Time: County Counsel	\$ 5,000
Total Estimated Acquisition Costs (Not to Exceed)	\$ 1,710,000

The funds have been previously approved under Minute Order 3.30 on January 25, 2022.

**ATTACHMENTS**

- Aerial Image
- Resolution No. 2025-059
- Purchase and Sale Agreement and Joint Escrow Instructions
- Notice of Exemption

  
Aaron Gettis, Chief of Deputy County Counsel 4/22/2025



**Peter Aldana**  
**Riverside County**  
**Assessor-County Clerk-Recorder**  
2724 Gateway Drive  
Riverside, CA 92507  
(951) 486-7000  
[www.rivcoacr.org](http://www.rivcoacr.org)

**Receipt: 25-138040**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202500376
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		\$50.00
<b>Total</b>		<b>\$50.00</b>
Tender (On Account)		\$50.00
Account#	CEQARIVCOFM	
Account Name	CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT	
Balance	\$2,869.00	





State of California - Department of Fish and Wildlife  
**2025 ENVIRONMENTAL DOCUMENT FILING FEE  
CASH RECEIPT**  
DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:

25-138040

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
COUNTY OF RIVERSIDE FACILITIES MGMT	MSULLIVAN@RIVCO.ORG	05/07/2025
COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER	
RIVERSIDE	E-202500376	

PROJECT TITLE

AUTHORIZATION TO ACQUIRE PROPERTY IN THE UNINCORPORATED AREA OF FRENCH VALLEY,  
COUNTY OF RIVERSIDE, CALIFORNIA, ON ASSESSOR'S PARCEL NUMBER (APN) 476-090-013

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
COUNTY OF RIVERSIDE FACILITIES MGMT	MSULLIVAN@RIVCO.ORG	(951) 955-4820
PROJECT APPLICANT ADDRESS	CITY	STATE
3450 14TH STREET,	RIVERSIDE	CA
		ZIP CODE
		92501

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency    ☐ School District    ☐ Other Special District    ☐ State Agency    ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$4,123.50	\$	
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,968.75	\$	
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,401.75	\$	

☒ Exempt from fee

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	
<input checked="" type="checkbox"/> County documentary handling fee		\$	\$50.00
<input type="checkbox"/> Other		\$	

PAYMENT METHOD:

☐ Cash    ☐ Credit    ☐ Check    ☒ Other

TOTAL RECEIVED \$ \$50.00

SIGNATURE

X *C. Sandoval*

AGENCY OF FILING PRINTED NAME AND TITLE

Deputy

Cassandra Sandoval

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Real Property Acquisition of APN 476-090-013, unincorporated area of French Valley**

**Accounting String: 524830-47220-7200400000 - FM0417200454**

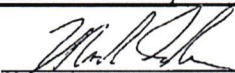
**DATE:** February 24, 2025

**AGENCY:** Riverside County Facilities Management

**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, Facilities Management**

**Signature:** 


**PRESENTED BY: David Curtis, Senior Real Property Agent, Facilities Management**

**-TO BE FILLED IN BY COUNTY CLERK-**

**ACCEPTED BY:** - **Cassandra Sandoval**

**DATE:** - **MAY 07 2025**

**RECEIPT # (S)** - **25 - 138040**

FOR COUNTY CLERK USE ONLY		
<b>FILED / POSTED</b>		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202500376 05/07/2025 12:58 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

## NOTICE OF EXEMPTION

February 24, 2025

**Project Name:** Authorization to Acquire Property in the Unincorporated Area of French Valley, County of Riverside, California, on Assessor's Parcel Number (APN) 476-090-013

**Project Number:** FM0417200454

**Project Location:** Southeast corner of Washington Street and Skinner Drive, unincorporated area of French Valley, Riverside County, California, on APN 476-090-013

**Description of Project:** Pursuant to Government Code Section 25350, the County of Riverside, a political subdivision of the State of California (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 Riverside County Board of Supervisors would meet to consummate the purchase.

Through this action, the County intends to authorize Facilities Management – Real Estate Division (FM-RE) to pursue the purchase of the fee simple interests in certain real property located in the unincorporated area of French Valley, County of Riverside, State of California. The subject property consists of 2.71 acres, further identified as Assessor's Parcel Number (APN) 476-090-013, which is currently owned by Sam Corace, Trustee of the Sam Corace Trust, Dated 12/5/2019 (Seller).

The County is acquiring the parcel for the purposes of creating a site to construct a future fire station. The acquisition price in the amount of One-Million, Six-Hundred and Seventy-Five Thousand Dollars (\$1,675,000) to Seller for the acquisition. The purchase price represents a fair market value based on a recent appraisal. The acquisition of the Property is identified as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to 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 reasonably foreseeable indirect physical impacts to the environment.

**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 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19 Section 15061.



**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 acquisition of the Property.

- **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 acquisition of the Property for County Fire is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the County ownership of the property with a future plan to build a Fire Station. The project is limited to 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 reasonably foreseeable indirect physical impacts to the environment.

In addressing indirect effects of the acquisition, CEQA Guidelines 15004(b) identifies the necessity of balance in determining the timing of CEQA compliance, citing the need to enable environmental considerations to have influence on programming and design, while at the same time having enough detailed information for meaningful environmental assessment. The potential indirect effects from the acquisition would occur through series of discretionary actions that define a broader project, e.g., the construction and operation of a new fire station. The acquisition is not deemed to be an approval pursuant to CEQA for any specific development and does not commit the County, to a definite course of action regarding a project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to CEQA compliance. When considering future indirect effects from the construction and operation of a new fire station, at this point in the process, the design of the project is not substantive enough to provide a meaningful analysis of environmental effects. Future development of the site by the County as lead agency ensures the appropriate mechanism to provide the opportunity for environmental considerations to influence design and the characterization of effects associated with the development of the fire station as more foreseeable details become known through the conceptual design process. Therefore, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), General Rule or Common-Sense Exemption. 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 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: \_\_\_\_\_

Mike Sullivan,  
County of Riverside

Date: 2-24-2025

## Document Root (Read-Only)

<b>Selected Document</b>
<b>2025050353 - NOE - Authorization to Acquire Property in the Unincorporated Area of French Valley, County of Riverside, California, on Assessor's Parcel Number (APN) 476-090-013</b>
Riverside County Created - 5/8/2025   Submitted - 5/8/2025   Posted - 5/8/2025   Received - 5/8/2025   Published - 5/8/2025 Whitney N Mayo

<b>Document Details</b>
<b>Public Agency</b> Riverside County
<b>Document Type</b> Notice of Exemption
<b>Document Status</b> Published
<b>Title</b> Authorization to Acquire Property in the Unincorporated Area of French Valley, County of Riverside, California, on Assessor's Parcel Number (APN) 476-090-013
<b>Document Description</b> Pursuant to Government Code Section 25350, the County of Riverside, a political subdivision of the State of California (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 Riverside County Board of Supervisors would meet to consummate the purchase. Through this action, the County intends to authorize Facilities Management – Real Estate Division (FM-RE) to pursue the purchase of the fee simple interests in certain real property located in the unincorporated area of French Valley, County of Riverside, State of California. The subject property consists of 2.71 acres, further identified as Assessor's Parcel Number (APN) 476-090-013, which is currently owned by Sam Corace, Trustee of the Sam Corace Trust, Dated 12/5/2019 (Seller). The County is acquiring the parcel for the purposes of creating a site to construct a future fire station. The acquisition price in the amount of One-Million, Six-Hundred and Seventy-Five Thousand Dollars (\$1,675,000) to Seller for the acquisition. The purchase price represents a fair market value based on a recent appraisal. The acquisition of the Property is identified as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to 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 reasonably foreseeable indirect physical impacts to the environment.
<b>Attachments</b> (Upload Project Documents)
<b>3.14 NOE - Authorization to Acquire Property in the Unincorporated Area of French Valley, APN 476-090-013 RECORDED.pdf</b>
<b>Contacts</b>
County of Riverside Facilities Management - <i>Mike Sullivan</i> 3450 14th Street Riverside, CA 92501 Phone : (951) 955-4820 msullivan@rivco.org
<b>Regions</b>
Southern California
<b>Counties</b>
Riverside
<b>Cities</b>
Unincorporated area of French Valley, County of Riverside



<b>Location Details</b>
<b>Parcel Number</b> - APN 476-090-013
<b>Other Location Info</b> Southeast corner of Washington Street and Skinner Drive, unincorporated area of French Valley, Riverside County, California, on APN 476-090-013

<b>Notice of Exemption</b>
<b>Exempt Status</b> Other
<b>Type, Section Number or Code Number</b> 15061(b)(3)
<b>Reasons why project is exempt</b> <p>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 acquisition of the Property.</p> <p>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 <i>No Oil, Inc. v. City of Los Angeles</i> (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 acquisition of the Property for County Fire is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the County ownership of the property with a future plan to build a Fire Station. The project is limited to 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 reasonably foreseeable indirect physical impacts to the environment.</p> <p>In addressing indirect effects of the acquisition, CEQA Guidelines 15004(b) identifies the necessity of balance in determining the timing of CEQA compliance, citing the need to enable environmental considerations to have influence on programming and design, while at the same time having enough detailed information for meaningful environmental assessment. The potential indirect effects from the acquisition would occur through series of discretionary actions that define a broader project, e.g., the construction and operation of a new fire station. The acquisition is not deemed to be an approval pursuant to CEQA for any specific development and does not commit the County, to a definite course of action regarding a project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to CEQA compliance. When considering future indirect effects from the construction and operation of a new fire station, at this point in the process, the design of the project is not substantive enough to provide a meaningful analysis of environmental effects. Future development of the site by the County as lead agency ensures the appropriate mechanism to provide the opportunity for environmental considerations to influence design and the characterization of effects associated with the development of the fire station as more foreseeable details become known through the conceptual design process. Therefore, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), General Rule or Common-Sense Exemption. 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 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.</p>

<b>County Clerk(s)</b>
Riverside

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Signature

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Title

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Date



Board of Supervisors

County of Riverside

Resolution No. 2025-059

Authorization to Purchase Real Property  
in the Unincorporated Area of French Valley,  
County of Riverside, State of California,  
Assessor's Parcel Number 476-090-013

WHEREAS, Sam Corace, Trustee of the Sam Corace Trust, Dated 12/5/2019 ("Seller"), is the owner of certain real property located in the Unincorporated Area of French Valley, County of Riverside, State of California, containing approximately 2.71 acres of land and improvements, located at 34835 Sally Street, French Valley, California, 92596, identified as Assessor's Parcel Number 476-090-013 ("Property");

WHEREAS, the County of Riverside, a political subdivision of the State of California ("County"), desires to purchase the Property from the Seller, and Seller desires to sell his Property to County and move forward with the transaction;

WHEREAS, the County intends for the Property to be the future site of the Pourroy Fire Station;

WHEREAS, pursuant to California Government Code Section 25350 and Riverside County Ordinance No. 598, the Board of Supervisors adopted Resolution No. 2025-060, Notice of Intention to Purchase Real Property in the Unincorporated area of French Valley, County of Riverside, State of California, Assessor's Parcel Number 476-090-013 on March 18, 2025, and published its Notice of Intention pursuant to California Government Code Section 6063; and

WHEREAS, the County has reviewed and determined that the purchase of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption.

1        NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by  
2 the Board of Supervisors of the County of Riverside ("Board"), in regular session  
3 assembled on or after May 6, 2025, at 9:30 a.m. or soon thereafter, in the meeting  
4 room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative  
5 Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence  
6 and information presented on the matter, as it relates to this acquisition, this Board has  
7 determined that the California Environmental Quality Act ("CEQA") is not applicable to  
8 the proposed acquisition project. The proposed acquisition project is categorically  
9 exempt from CEQA pursuant to State CEQA Guidelines 15061(b)(3), General Rule or  
10 "Common Sense" Exemption because the County is merely purchasing the fee interest  
11 in the Property to continue the use of the Property, and it can be seen with certainty  
12 that there is no possibility that the activity in question will have a significant effect on  
13 the environment.

14        BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board  
15 authorizes the purchase of the Property located in the Unincorporated Area of French  
16 Valley, County of Riverside, State of California, consisting of approximately 2.71 acres  
17 of land identified as Assessor's Parcel Number 476-090-013, more particularly  
18 described in Exhibit "A" Legal Description, attached hereto, in the amount not to  
19 exceed One-Million, Six-Hundred and Seventy-Five Thousand Dollars (\$1,675,000),  
20 pursuant to terms and conditions in the Agreement of Purchase and Sale and Joint  
21 Escrow Instructions.

22        BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board  
23 hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions  
24 between the County of Riverside and Sam Corace, Trustee of the Sam Corace Trust,  
25 Dated 12/5/2019 ("Agreement") and authorizes the Chair of the Board of Supervisors of  
26 the County of Riverside to execute the Agreement on behalf of the County.

27        BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director  
28 of Facilities Management, or his designee, is authorized to execute any other

1 documents and administer all actions necessary to complete the purchase of real  
2 property.

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

6 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Facilities  
7 Management – Real Estate Division be reimbursed for all costs incurred relating to the  
8 acquisition in an amount not-to-exceed \$35,000 in due diligence expenses and staff  
9 time.

10 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk  
11 of the Board of Supervisors is directed to file the Notice of Exemption with the County  
12 Clerk within five (5) days.

13  
14  
15  
16  
17  
18  
19  
20  
21  
22 DC:il/07082024/454FR/40.xxx  
23  
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28



2  
3 RESOLUTION NO. 2025-059

4 AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE UNINCORPORATED  
5 AREA OF FRENCH VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
6 ASSESSOR'S PARCEL NUMBER 476-090-013

7 ROLL CALL:

8 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

9 Nays: None

10 Absent: None

11  
12  
13 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
14 Supervisors on the date therein set forth.

15  
16 KIMBERLY A. RECTOR, Clerk of said Board

17  
18 By:  \_\_\_\_\_

19 Deputy

# EXHIBIT A

## LEGAL DESCRIPTION

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

PARCEL 2 AND LOT "C" OF PARCEL MAP 12835, IN THE COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 66, PAGE 95 OF  
PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN 476-090-013

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

**BY AND BETWEEN**

**SAM CORACE,  
Trustee of the Sam Corace Trust dated December 5, 2019**

**AS SELLER**

**AND**

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

**AS BUYER**

**RELATING TO  
34835 Sally Street, Winchester, CA 92596  
Assessor's Parcel Number 476-090-013**



## 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 \_\_\_\_\_, 2025, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer"), and SAM CORACE, Trustee of the Sam Corace Trust dated December 5, 2019, ("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) **Real Property:** Seller is the owner of certain real property located in the Unincorporated Area of Winchester, County of Riverside, State of California, consisting of approximately 2.71 acres of land, containing a single-family residence and a detached garage, commonly known as 34835 Sally Street, Winchester, California, identified by Assessor's Parcel Number 476-090-013, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property");

(c) **Improvements:** All buildings, improvements, and fixtures now affixed and located on the Real Property shall stay be considered as part of the real property, collectively referred to as the "Improvements".

(d) **Purchase Price:** The Purchase Price for the Property is One-Million, Six-Hundred and Seventy-Five Thousand Dollars (\$1,675,000);

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

(f) **Title Company:** Lawyers Title Insurance Company at the address set forth in subparagraph (i) below, Barbara Northrup is assigned as the Title Officer;

(g) **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;

(h) **Closing Date:** The Closing Date shall be no later than thirty (30) calendar days after the date of approval of this Agreement by the Board of Supervisors for the County of Riverside, and Seller shall grant to Buyer, if necessary and at Buyer's sole discretion, one (1) thirty (30) day escrow extension. Buyer shall grant to Seller, if necessary and at Seller's sole discretion, one (1) thirty (30) day escrow extension;

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

Seller: Sam Corace, Trustee  
34835 Sally Street  
Winchester, CA. 92596  
Telephone: (808) 443-3123  
Email: samcorace@gmail.com

Buyer: County of Riverside  
Attn: Vincent Yzaguirre  
3450 14th Street, Suite 200  
Riverside, California 92501  
Telephone: (951) 955-9011  
Email: [vyzaguirre@rivco.org](mailto:vyzaguirre@rivco.org)  
CC: [jduey@rivco.org](mailto:jduey@rivco.org), [davcurtis@rivco.org](mailto:davcurtis@rivco.org)

Escrow Holder: Lawyers Title Company  
Attn: Debbie Strickland  
301 E. Vanderbilt Way, Suite 300  
San Bernardino, CA 92408  
Telephone: 941-248-0660  
Email: DStrickland@ltic.com

Title Company: Lawyers Title Company  
Attn: Barbara Northrup  
301 E. Vanderbilt Way, Suite 300  
San Bernardino, CA 92408  
Telephone: (951) 248-0669  
Email: [TU65@LTIC.COM](mailto:TU65@LTIC.COM)  
CC: Barbara.northrup@ltic.com

(l) **Exhibits:**

Exhibit "A" - Legal Description of Property  
Exhibit "B" - 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.

(a) Included in the Purchase and Sale are the Seller's Personal Property Items:

- (i) All appliances including, but not limited to Washer(s), Dryer(s), Stoves, Ranges, Ovens, Dishwashers, Microwave Ovens, Refrigerators.
- (ii) Pool Table located in the main house living room.
- (iii) Large safe located in the garage.

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



Prior to the Close of Escrow, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement with Escrow Holder, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest-bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at Close of Escrow.

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

5. **Deliveries to Escrow Holder.**

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

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

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**").

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

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

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

(c) A Certificate of Acceptance executed by Buyer.

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 #6246502432 dated December 17, 2024, 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 or will provide prior to the full execution of this Purchase Sale Agreement to Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller has in its possession relating to the Property and Buyer acknowledges or will acknowledge 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 execution of this Agreement by the Board of Supervisors to approve or disapprove of the condition of the Property. Prior to the approval by the Board of Supervisors, Buyer may cancel for any reason whatsoever by providing written notice to Seller.

Buyer and Seller may each withdraw their signature and agreement to this document anytime prior to the full execution of the Agreement. Once both parties have signed the Agreement, the document is binding and in-force.

7.4 Continued Access. From full execution of this Agreement until the Close of Escrow, BUYER may enter the Property with reasonable notice to the SELLER.

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 the Opening of Escrow in this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable notice before entering 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 Opening of Escrow. Seller shall cooperate with Buyer in Buyer's investigation, including but not limited to any of the following:

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

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

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

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

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

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



- (i) Would appear as an exception to the Title Policy; or
  - (ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 16.2 below; and
  - (iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.
- (c) However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer may terminate this Agreement.

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



OR AFFECTING THE PROPERTY; AND BUYER IS PURCHASING THE PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

9. **Conditions Precedent to Seller's 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) Documentary transfer taxes;
- (b) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (c) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (d) Seller's share of prorations, if applicable;

11.2 Buyer will pay:

- (a) All costs associated with the escrow and recording fees;
- (b) All costs associated with title insurance, such as a CLTA standard owner's title insurance policy. Buyer may elect to purchase and pay for an ALTA extended owners title policy.; and
- (c) Buyers share of prorations, if applicable.

12. **Prorations.**

12.1 **Tax Exempt Agency.** All parties hereto acknowledge that the Buyer is public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds

due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of escrow, and if eligible, to receive such refund. Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

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

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

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

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

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

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

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

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

14.2 All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments



referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

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

14.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

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

**15. Indemnification.**

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

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes 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 with the exception of those representations and warranties expressly made by Seller in this Article 16, Buyer is acquiring the Property and every portion thereof **“AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS”** and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property.

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

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

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

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

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

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

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

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

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

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

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

18. **Miscellaneous.**

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

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

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

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

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

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



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

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

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

18.10 Brokers. Seller represents and warrants that no Broker has been hired on behalf of the Seller with respect to this transaction. If a Broker is hired on behalf of the Seller, Seller is solely responsible shall pay any and all commission/compensation to Seller's Broker as may be set forth in a separate written agreement between Seller and Seller's Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by Seller. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by Seller's Broker. Buyer represents and warrants that Buyer has not engaged the services of a broker, representative or other advisor or other person to whom a commission or other compensation will be due with respect to this transaction. Buyer shall defend, indemnify and hold harmless Seller from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any Broker Claims by any person or entity other than Seller's Broker. The provisions of this Section 18.10 shall survive Closing or earlier termination of this Agreement until the limitations period has run for such claims.

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

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

[Signatures Provisions on the Following Page]

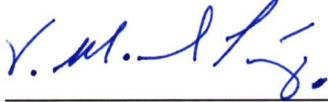


THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

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

BUYER:


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

By:   
V. Manuel Perez, Chair  
Board of Supervisors

Date: MAY 06 2025

SELLER:

SAM CORACE, Trustee of the Sam  
Corace Trust dated December 5, 2019

By:   
Name: Sam Corace  
Its: Trustee

Date: 05/05/2025

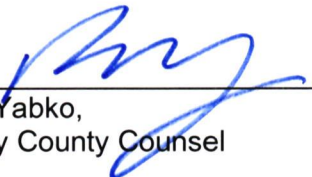
ATTEST:

Kimberly Rector,  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Minh C. Tran,  
County Counsel

By:   
Ryan Yabko,  
Deputy County Counsel

DC:il/05162023/016DP/30.938

MAY 06 2025 3.14

# EXHIBIT A

## LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 AND LOT "C" OF PARCEL MAP NO. 12835 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 66, PAGE 95 OF PARCEL MAPS, IN THE OFFICE IF THE COUNTY RECORDER OF SAID COUNTY.



## EXHIBIT B

Recorded at request of and return to:  
County of Riverside  
Facilities Management  
Real Estate Division  
3450 14th Street, Suite 200  
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)

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

PROJECT: Pourroy Fire Station  
APN: 476-090-013

## GRANT DEED

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

**SAM CORACE**, Trustee of the Sam Corace Trust dated December 5, 2019

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:

**SAM CORACE**, Trustee of the Sam Corace Trust  
dated December 5, 2019

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 AND LOT "C" OF PARCEL MAP NO. 12835 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 66, PAGE 95 OF PARCEL MAPS, IN THE OFFICE IF THE COUNTY RECORDER OF SAID COUNTY.

## **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated as of \_\_\_\_\_, 2025 from the Grantor, SAM CORACE, Trustee of the Sam Corace Trust dated December 5, 2019, 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.

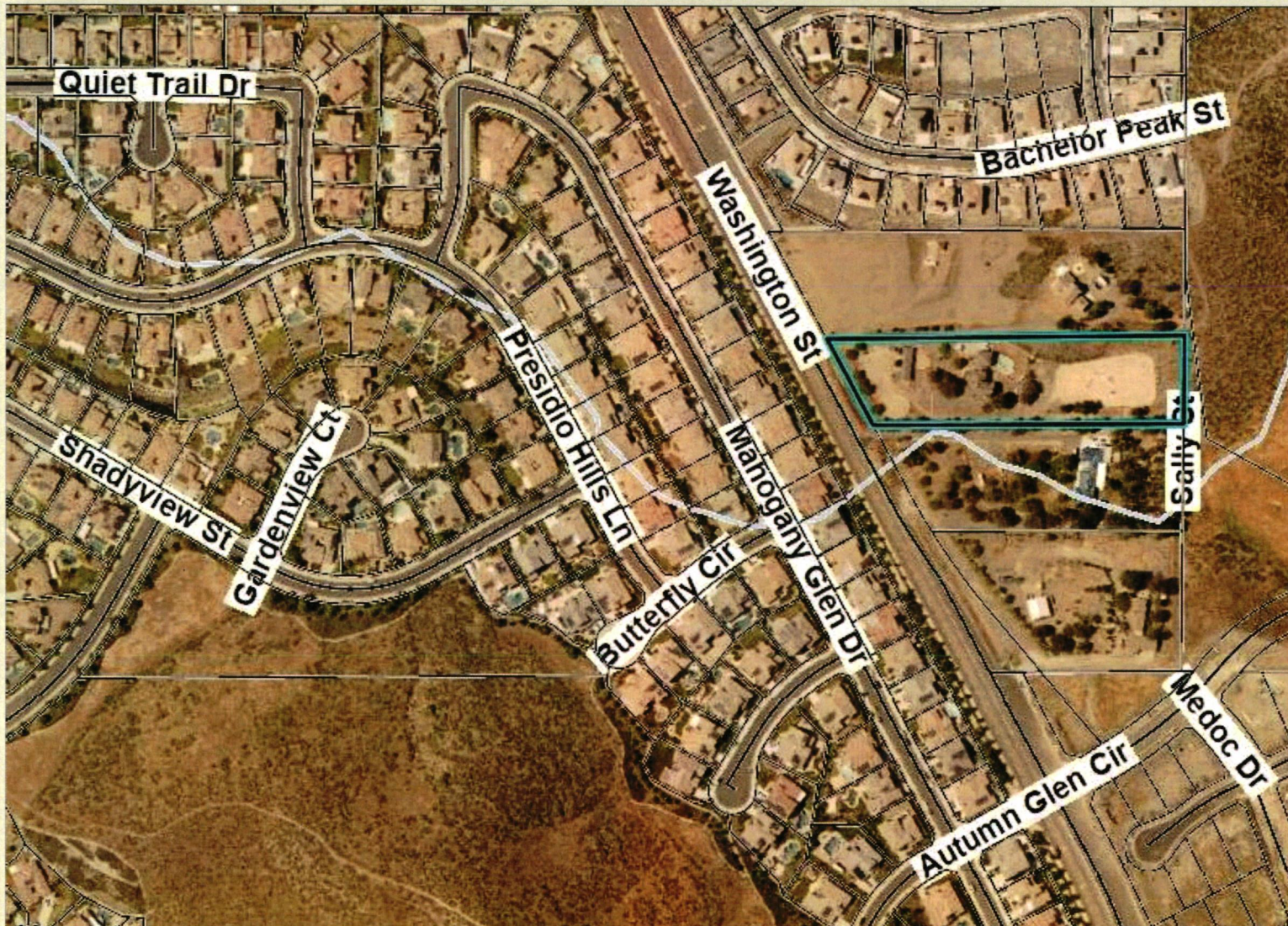
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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



# COUNTY FIRE

34835 Sally Street APN 476-090-013



## Legend

- County Boundary
- City Boundaries
- Parcels, County
- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas



0 376 752 Feet

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

REPORT PRINTED ON... 12/12/2024 10:41:26 AM

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## Notes