

MINUTE ITEM

This Calendar Item No. 60
was approved as Minute Item
No. 60 by the State Lands
Commission by a vote of 3
to 0 at its 6/11/90
meeting.

CALENDAR ITEM

A 73
S 30

60

06/11/90
SA 5660
AD 126
Kiley
Small

AUTHORIZE ACCEPTANCE OF A GRANT DEED AND APPROVE AGREEMENT
BETWEEN THE STATE LANDS COMMISSION AND
PARKRIDGE ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP

APPLICANT: State Lands Commission
1807 13th Street
Sacramento, California 95814

The Commission, pursuant to Minute Item 31, dated February 6, 1989, approved an agreement with the Riverside Community College District to act as the Commission's agent for the preparation of a tentative subdivision map on school lands and to conduct a competitive bid sale of the school lands. On May 31, 1989, pursuant to Minute Item 34, the Commission approved the sale of 67.17 $\frac{1}{2}$ acres of school lands to Lewis Homes of California and also approved a Supplemental Agreement with the Riverside Community College District, Lewis Homes, and the Commission, regarding a modification of the compensation to the District, and authorizing Lewis Homes to perform certain studies on the Commission's behalf to obtain a de-listing of the property by the Department of Health Services. As part of the compensation to the Riverside Community College District for acting as the Commission's agent, the Commission was to transfer a strip of fee land which crossed the District's adjacent property originally acquired as potential access to the Commission's property.

The Commission staff and Lewis have discovered that one of the lots in the proposed subdivision included property which the Commission did not own, but over which the Commission only had

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an easement for access. The result of this defect is that the buyer, who intended to buy a 100-lot subdivision, would only obtain a 99-lot subdivision. Commission staff and Lewis entered into negotiations with the adjacent landowner, Parkridge Associates, a California general partnership. Pursuant to an agreement between Lewis and Parkridge, Parkridge has agreed to transfer to the Commission the land necessary to make the lot conform to the approved subdivision map. In addition, Parkridge will also transfer to the Commission a strip of land intended as access to the Commission property.

Staff has also negotiated an amendment to the Purchase and Sale Agreement which clarifies which property is to be transferred to the Community College District, and also reduces the purchase price by \$3,400 to compensate for the 3,783 square feet which was missing from the defective lot. The \$3,400 reflects the price of \$0.92 per square foot bid by Lewis Homes. The amendment also extends the date for closing of escrow. Although staff hopes to close the transaction by June 30, 1990, it is possible that delays caused by Department of Health Services review of the information and studies regarding the property will delay the closing. Staff recommends that the Executive Officer be delegated the authority to authorize future extensions to the closing date, if needed.

The Commission had previously authorized the expenditure of an amount not exceed \$50,000 to pay for sampling and analysis required to support delisting of the State's site by the Department of Health Services. The sampling and analysis required was more extensive than contemplated, and the staff therefore recommends that the sum designated for that purpose be increased to an amount not to exceed \$70,000.

Finally, the Department of Health Services is authorized to recover a statutorily defined fee of \$7,500 from a potentially responsible party for services to perform a preliminary endangerment assessment pursuant to Health and Safety Code Section 25347.6(d).

AB 884: N/A.

OTHER PERTINENT INFORMATION:

1. On September 7, 1988, the Norco City Council adopted Resolution 88-41 which approved tentative Tract Map 23507, submitted by Riverside Community College District for the affected parcel, subject to compliance with 43 conditions as set

forth in said resolution. The resolution also contains a finding to the effect that: "Development of the proposed subdivision is not likely to have any significant adverse effects on its environs and a Negative Declaration is proposed to be issued for said project, as measures for mitigation of perceived adverse environmental effects to levels of non-significance are incorporated into conditions for project approvals."

2. Pursuant to the Norco City Council's finding, a Negative Declaration was prepared and approved by the City of Norco. The State Lands Commission staff has reviewed such document.

EXHIBIT: A. First Amendment.
 B. Land Description.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT A NEGATIVE DECLARATION WAS PREPARED AND ADOPTED FOR THIS PROJECT BY THE CITY OF NORCO AND THAT THE COMMISSION HAS REVIEWED AND CONSIDERED THE INFORMATION CONTAINED THEREIN.
2. FIND THAT THE PROJECT, AS AMENDED AND APPROVED, WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.
3. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE STATE LANDS COMMISSION, LEWIS HOMES OF CALIFORNIA, AND THE RIVERSIDE COMMUNITY COLLEGE DISTRICT, SUBSTANTIALLY IN THE FORM DESCRIBED IN EXHIBIT "A" HERETO, AND ON FILE WITH THE COMMISSION.
4. ACCEPT THE TRANSFER OF TITLE TO THE PROPERTIES DESCRIBED IN THE FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE STATE LANDS COMMISSION, LEWIS HOMES OF CALIFORNIA, AND THE RIVERSIDE COMMUNITY COLLEGE DISTRICT FROM PARKRIDGE ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP.
5. AUTHORIZE THE EXECUTIVE OFFICER TO APPROVE FUTURE EXTENSIONS TO THE ESCROW CLOSING DATE.

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CALENDAR ITEM NO. 60 (CONT'D)

6. AUTHORIZE PAYMENT TO THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES IN THE AMOUNT OF \$7,500 FOR SERVICES RENDERED PURSUANT TO HEALTH AND SAFETY CODE SECTION 25347.6(d) TO PERFORM A PRELIMINARY ENDANGERMENT ASSESSMENT AND DELIST THE COMMISSION'S PROPERTY.
7. AUTHORIZE PAYMENT, FROM ESCROW, OF AN AMOUNT NOT TO EXCEED \$70,000, TO PAY THE COST OF SAMPLING AND ANALYSIS REQUIRED TO SUPPORT A DECISION BY THE DEPARTMENT OF HEALTH SERVICES TO DELIST THE PROPERTY.

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EXHIBIT A

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT
BETWEEN STATE LANDS COMMISSION AND LEWIS HOMES OF CALIFORNIA

Escrow No. 5832-VM

Date of Opening
of Escrow: March, 1989

To: Sun Haven Escrow Company
("Escrow Holder")
7177 Brockton Avenue
Riverside, California 92506

Attention: Valerie Maxwell
Escrow Officer
Telephone: 714-788-3840

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (this "Agreement") is made this 31st day of May, 1990 by and between the STATE LANDS COMMISSION ("SELLER") and LEWIS HOMES OF CALIFORNIA, a general partnership, ("BUYER"), and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, ("DISTRICT").

RECITALS

On May 31, 1989 the California State Lands Commission (SELLER) and Lewis Homes of California (BUYER) entered into an agreement for the purchase and sale of certain school lands located in the City of Norco. The lands to be sold had an approved tentative subdivision map which provided for 100 single family lots.

BUYER and SELLER have discovered that one of the lots was engineered to include land not owned by SELLER but over which SELLER has an easement for access. Pursuant to negotiations between SELLER, BUYER, and the adjacent property owner, Parkridge Associates, a California General Partnership (PARKRIDGE), and, pursuant to a separate agreement between BUYER and PARKRIDGE, PARKRIDGE will deed to SELLER those lands described in Exhibit A attached hereto. These lands will include the land necessary to correct the lot size by including the parcel over which the SELLER had an easement, and will include a strip of land which encompasses an access strip to the property.

NOW, THEREFORE, the parties hereto agree as follows:

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TERMS AND CONDITIONS

1. BUYER and SELLER agree to adjust the price to be paid SELLER to reflect the square footage of land missing from lot 99. BUYER and SELLER agree that an amount of \$3400.00 is a fair and reasonable amount to be deducted from the sum owed SELLER by BUYER. The transfers from PARKRIDGE to SELLER shall be recorded before the transfer from SELLER to BUYER and the patent from SELLER to BUYER shall describe the property being transferred as including the rights acquired from PARKRIDGE. SELLER will reserve the applicable statutory and constitutional reservations and will use the same form of mineral reservation as provided for in the "THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS". BUYER shall be responsible for acquiring title insurance for the rights acquired by SELLER from PARKRIDGE.

2. In addition, there is a strip of land owned in fee by SELLER, more particularly described in Exhibit B, which also was intended to provide access to the Property. It was SELLER's intent that this strip be conveyed to the Riverside Community College District as part of the compensation for services the DISTRICT provided as SELLER's agent for the preparation of the tentative map. Pursuant to a Supplemental Agreement between SELLER, BUYER, and the DISTRICT, lands (seven lots) which were originally to be transferred from the SELLER to the DISTRICT as compensation for services rendered as agent, were to be transferred to BUYER. BUYER and the District will pursuant to a separate agreement resolve the value of the seven lots plus deal with issues of access across the DISTRICT's property and use of DISTRICT utilities. SELLER, in order to avoid any confusion, BUYER and the DISTRICT agree that the strip of land described in Exhibit B shall be transferred by SELLER to the DISTRICT. The DISTRICT shall assume any and all responsibility with regards to the lands described in Exhibit B.

3. The parties agree to extend the date for closing of escrow to July 31, 1990. Escrow shall close for the transfer of the lands described in Exhibit B when the sum of \$2,515,963, less any agreed upon adjustments as provided in "THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS" ("THE AGREEMENT"), is deposited into escrow pursuant to THE AGREEMENT. This Agreement shall be effective as of May 31, 1990.

4. This Agreement may be executed in several counterparts, and all so executed shall constitute an agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS as of the date set forth above.

"SELLER"
STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

Its _____

Date: _____

"DISTRICT"
RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Its _____

Date: _____

"BUYER"
LEWIS HOMES OF CALIFORNIA,
a general partnership

By: _____

Its _____

Date: _____

EXHIBIT "A"

SA 5660

LAND DESCRIPTION

Those portions of Lots B and J of Norco Farms Tract No. 5 as shown on Map on file in Book 14, pages 60 to 62 of Maps, Riverside County Records, lying within the following:

That portion of Section 11, T3S, R7W, in Rancho La Sierra Sepulveda, City of Norco, County of Riverside, State of California, as per Map of Sectionalized Survey of said Rancho recorded in Book 6, page 70 of Maps, in the office of said County Recorder described as follows:

COMMENCING at the northeast corner of Lot 68 of Tract 4561 as per Map recorded in Book 76, page 67 of Maps in the Office of said County Recorder; thence N 89° 58' 55" E 1,767.70 feet on the south line of said Tract 4561 and on the south line of Tract 5005-3 as per map recorded in Book 84, page 20 of Maps in the Office of said County Recorder to the northerly prolongation of that portion of the westerly line of the land described as parcel 1 in Quitclaim Deed to the State of California Recorded August 12, 1982 as Instrument No. 138851 Official Records described as bearing N 00° 00' 16" E 2,004.79 feet; thence continuing N 00° 00' 16" E 30 feet to the TRUE POINT OF BEGINNING; thence N 89° 58' 55" E 124.61 feet on last said south line to the southeast corner of said Tract 5005-3; thence N 00° 01' 05" W 776.05 feet on the east line of said Tract 5005-3 to the westerly prolongation of that portion the northerly line of last said Parcel 1 described as bearing S 89° 59' 52" E 855.31 feet; thence S 89° 59' 52" E 30.00 feet on said prolongation to the westerly line of said Parcel 1, also being on the east line of Western Avenue as shown on the Map of Norco Farms No. 5 recorded in Book 14, page 60 of Maps, in the Office of said County Recorder; thence S 00° 01' 05" E 806.05 feet on said east line of Western Avenue to the south line of Third Street as shown on last said map; thence S 89° 58' 55" W 154.61 feet on said south line of Third Street to the northerly terminus of said portion of the westerly line of Parcel 1 in Quitclaim Deed to the State of California which bears N 00° 00' 16" E 2,004.79 feet; thence N 00° 00' 16" E 30 feet on the northerly prolongation of said line to the true point of beginning.

END OF DESCRIPTION

REVISED MAY 30, 1990 BY LLB.

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EXHIBIT "B"

SA 5660

LAND DESCRIPTION

That portion of Section 13, T3S, R7W, in the Rancho La Sierra, City of Norco, County of Riverside, State of California, as per map of Sectionalized Survey of said Rancho recorded in Book 6, page 70 of Maps, in the Office of the County Recorder of said County, described as a whole as follows:

COMMENCING at the northwest corner of Lot 1 of Block 10 of Riverside Orange Heights Tract as shown on that map recorded in Book 6, page 74 of Maps, in the Office of the County Recorder of said County; thence east along the northerly line of said Riverside Orange Heights Tract, 2293 feet to the southwest corner of that certain parcel of land conveyed to the Tonneson Citrus Company by Deed recorded November 11, 1915, in Book 432, page 97 of deeds in the Office of the County Recorder of said County; thence north 660 feet along the west line of said parcel to the northwest corner thereof and the TRUE POINT OF BEGINNING; thence N 00° 00' 16" E 60.00 feet; thence East 2040 feet along a line parallel with the north line of said parcel conveyed to Tonneson Citrus Company, to the northerly extension of the west line of Mountain Avenue, as said avenue is shown on Parcel Map 72-20 recorded in Book 5, page 90 of Parcel Maps, in the Office of the County Recorder of said County; thence South 60.00 feet along said extension to the north line of the parcel conveyed to Tonneson Citrus Company; thence West 2040 feet along said north line to the true point of beginning.

END OF DESCRIPTION

REVISED MAY 30, 1990 BY LLB.

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