

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

221B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE: January 25, 2011

SUBJECT: Verbena Channel Project – Assessor's Parcel No. 656-160-019 Agreement for Sale and Purchase of Real Property Resolution No. F2011-04

RECOMMENDED MOTION:

That the Board of Supervisors:

- 1) Approve Resolution No. F2011-04, Authorization to Purchase a Portion of Real Property, for the purpose of the construction of the Verbena Channel Project. Said property being Assessor's Parcel No. 656-160-019, located in Desert Hot Springs, California.
2) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction.
3) Authorize the Chairman of the Board to execute the attached Agreement for Sale and Purchase of Real Property.
4) Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

(Continued on Page 2)

GSW:rlp

Signature: Steve Thomas
FOR WARREN D. WILLIAMS
General Manager-Chief Engineer

Table with 4 columns: FINANCIAL DATA, Current F.Y. District Cost, Current F.Y. County Cost, Annual Net District Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year. Values include \$405,000, N/A, N/A, Yes, No, 2010-2011.

Table with 2 columns: SOURCE OF FUNDS: Verbena Channel Project 540040 25160 947500 - Land; Positions To Be Deleted Per A-30, Requires 4/5 Vote. Includes checkboxes.

C.E.O. RECOMMENDATION: APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

Dept Recomm: [] Consent [] Policy []
Per Exec. Ofc: [] Consent [] Policy []

Prev. Agn. Ref.:

District: 3rd

Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

11.3

FORM APPROVED COUNTY COUNSEL BY: Cynthia M. Gunzel 1-12-11 DATE: SYNTHIA M. GUNZEL

PHYSICAL PROPERTY INSPECTED... 1/12/11

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Verbena Channel Project – Assessor's Parcel No. 656-160-019
Agreement for Sale and Purchase of Real Property
Resolution No. F2011-04

SUBMITTAL DATE: January 25, 2011
Page 2

BACKGROUND:

A Purchase Agreement has been negotiated with the property owner, Palm Springs Unified School District at the appraised value of \$395,000 plus an additional \$10,000 for title and escrow fees. The Purchase Agreement covers the fee title to Assessor's Parcel No. 656-160-019, Desert Hot Springs California. The property contains approximately 5.6 acres or 244,119 sq. ft. and is unimproved/vacant land. This action is necessary to construct flood control improvements for the Verbena Channel Project between Camino Campanero and Camino Idilio, Desert Hot Springs, California.

FINANCIAL:

Sufficient funds were budgeted and are available in the Zone 6 fund.

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

BOARD OF SUPERVISORS

RESOLUTION NO. F2011-04

AUTHORIZATION TO PURCHASE A PORTION OF REAL PROPERTY

BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District in regular session assembled on January 25, 2011, and NOTICE IS HEREBY GIVEN, that this Board authorized the purchase at or after 1:30 p.m. of that certain real property in the County of Riverside, State of California, consisting of Assessor's Parcel Number 656-160-019, in fee, more particularly described on Exhibit "A" attached hereto, for a purchase price of \$395,000, plus an additional \$10,000 for title insurance and escrow fees, from the owner, Palm Springs Unified School District.

BE IT FURTHER RESOLVED that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the land.

GSW:rlp

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 1-11-11
SYNTHIA M. GUNZEL DATE

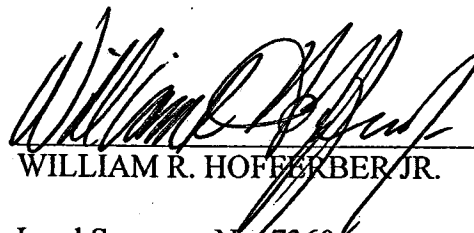
Exhibit "A"

Verbena Channel Stage 1
Parcel 6150-22

Being a portion of the North half of the Southwest quarter of Section 5, Township 3 South, Range 5 East, San Bernardino Meridian, in an unincorporated Territory of the County of Riverside, State of California, described as follows:

All of Parcel 6150-22 as shown on Record of Survey Book 134, Pages 73 through 77, inclusive, records of Riverside County, California.




WILLIAM R. HOFFERBER JR.

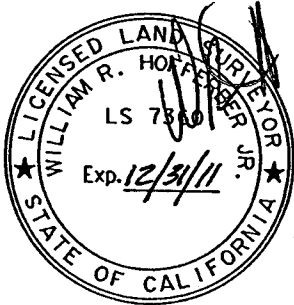
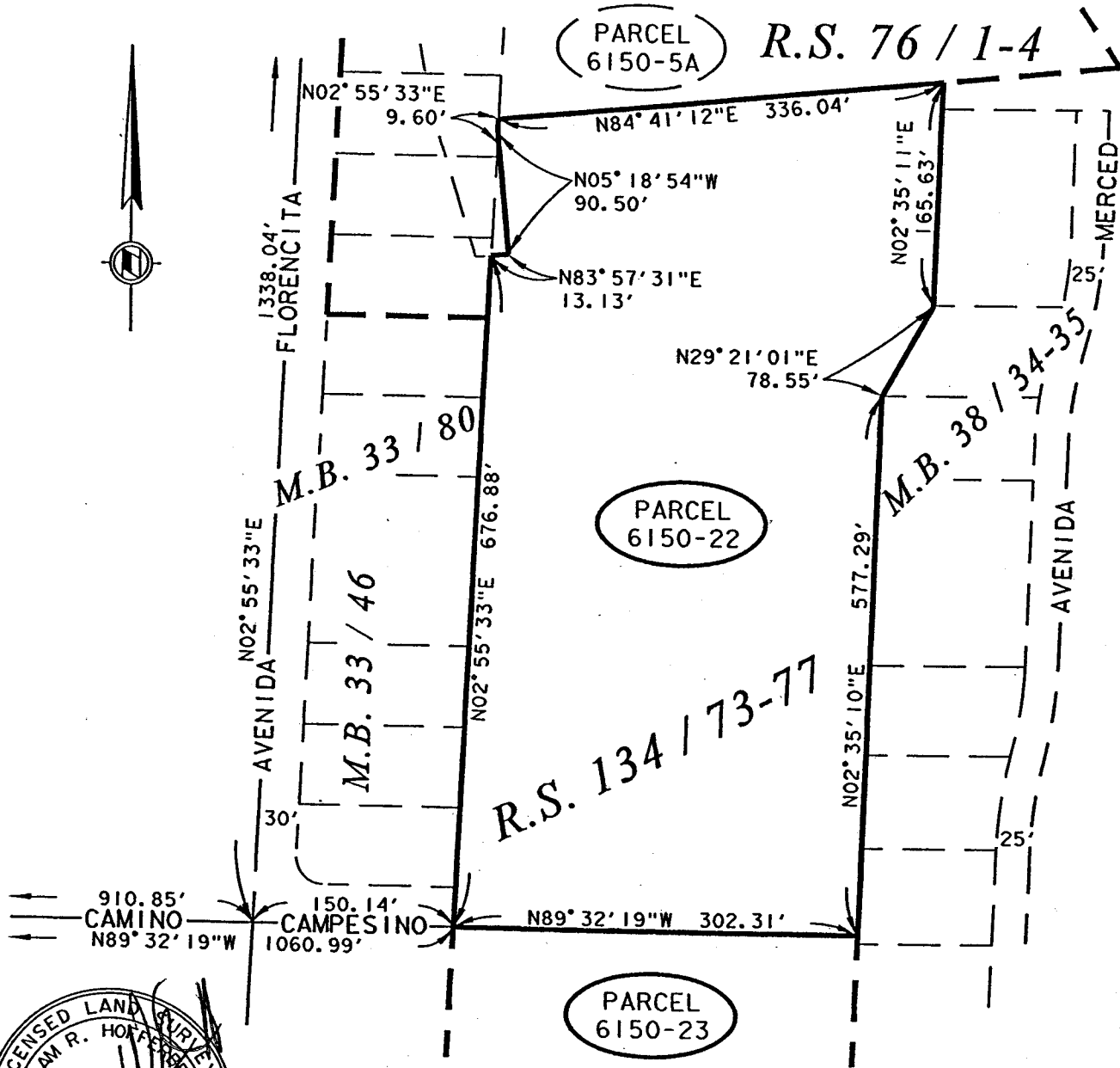
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 25 OCTOBER 2010

Exhibit "B"

BEING A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, IN AN
UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



William R. Hoff
DATE: 25 OCTOBER 2010

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

VERBENA CHANNEL STAGE I

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 6150-22

SCALE:

NO SCALE

OCT-25-2010

PREPARED BY:

RST

SHEET NO.

1 OF 1

1 APN: 656-160-019
PROJECT: Verbena Channel
PROJECT NO.: 6-0-00150

2 **AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

3
4 THIS AGREEMENT is entered into this _____ day of _____, _____, by
5 and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER
6 CONSERVATION DISTRICT (hereinafter called "DISTRICT" or "BUYER") and PALM
SPRINGS UNIFIED SCHOOL DISTRICT, (hereinafter called "SELLER") for acquisition by
BUYER from SELLER of certain real property hereinafter set forth.

7 IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

8 1. AGREEMENT TO SELL AND PURCHASE. SELLER agrees to sell to BUYER and
9 BUYER agrees to purchase from SELLER, upon the terms and for the consideration set
10 forth in this Agreement, all that certain real property (hereinafter called "SELLER
11 Property") situated in the city of Desert Hot Springs, County of Riverside, State of
California, and legally described as follows:

12 SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

13 2. PURCHASE PRICE. The total purchase price to be paid by BUYER, payable in cash
14 through this Agreement, shall be the sum of:

15 THREE HUNDRED NINETY-FIVE THOUSAND DOLLARS
16 (\$395,000.00)

17 3. CONVEYANCE OF TITLE. SELLER agrees to convey by Grant Deed to BUYER fee
18 simple interest in the parcel described in said Exhibit "A". The SELLER Property shall be
free and clear of all recorded liens, encumbrances, assessments, easements, leases and taxes
EXCEPT:

- 19 A. Taxes: Current fiscal year, including personal property tax, if any, and any further
20 assessment thereto under Chapter 3.5 of Revenue and Taxation Code of the State of
21 California.
- 22 B. Quasi-public utility, public alley, public street easements and rights of way of record.
- 23 C. Any items on the Preliminary Title Report ("PTR") not objected to by BUYER as set
24 forth herein within ten (10) days after receipt of the PTR.
- 25 D. Taxes: All other taxes owed whether current or delinquent are to be CURRENT.

26 4. TITLE INSURANCE POLICY. Within twenty (20) days after the signing of this
27 Agreement SELLER will provide a PTR from Chicago Title Company of California,
together with a legible copy of all exceptions to the title shown in the PTR. If either

1 BUYER or SELLER objects to any of the exceptions, they must notify the other of such
 2 objection in writing within ten (10) days after receipt of the PTR. If there are no written
 3 objections within the ten (10) days, the PTR will be deemed approved.

4 Following the recording of the Grant Deed to BUYER, BUYER shall be provided with a
 5 CLTA Standard Coverage Policy of Title Insurance in the amount of \$395,000.00 as issued
 6 by Chicago Title Company of California showing the title to the SELLER Property vested
 7 in BUYER, subject only to the exceptions set forth in Paragraph 3 and the printed
 8 exceptions and stipulations in said policy. BUYER agrees to pay the premium charged
 9 therefor.

10 5. NECESSARY INSTRUMENTS. SELLER shall execute and provide Grant Deeds,
 11 conveying the real property described in said Exhibit "A", to the Escrow Holder before
 12 closing. BUYER and SELLER to provide any additional Instruments as may be necessary
 13 to complete this transaction. BUYER and SELLER hereby agree to cooperate with the
 14 execution of all documents necessary to complete the transfer of the SELLER Property,
 15 including, but not limited to, any supplemental instructions required to complete the
 16 transaction.

17 6. ESCROW. Upon execution of this Agreement by all parties, the parties shall open an
 18 Escrow (the "Escrow") with Chicago Title Insurance Company (the "Escrow Holder"), for
 19 the purpose of consummating the purchase and sale of the SELLER Property described
 20 herein. All escrow costs and expenses shall be borne by BUYER. The parties hereto shall
 21 execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder
 22 as may be required to consummate the transaction contemplated by this Agreement. Any
 23 such instructions shall not conflict, amend or supersede any provisions of this Agreement;
 24 this Agreement shall control unless the parties expressly agree in writing otherwise. The
 25 Escrow Instructions shall include the following terms and conditions of sale:

26 ESCROW IS AUTHORIZED TO AND SHALL:

- 27 A. Any taxes which have been paid by SELLER, prior to the execution of this
 28 Agreement, shall not be prorated between BUYER and SELLER, but SELLER shall
 have the sole right, after the close of this transaction, to apply to the County Tax
 Collector of said County for a refund. This refund would apply to the period after
 BUYER'S acquisition, pursuant to Revenue and Taxation Code Section 5096.7.
- B. Pay and charge SELLER, upon SELLER'S written approval and in an amount in
 SELLER'S sole discretion, in order to place title in the condition necessary to satisfy
 Paragraph 3 of this Agreement, excluding any penalty for prepayment to any lien
 holder in compliance with §1265.240 of the Eminent Domain Law.
- C. Pay and charge BUYER for any fees, charges and costs payable under Paragraph 6 of
 this Agreement.
- D. Disburse funds and deliver the Grant Deed when conditions of this transaction have
 been fulfilled by BUYER and SELLER.

1 The term "close of this transaction", if and where written in these instructions, shall mean
 2 the date necessary Instruments of Conveyance are recorded in the Office of the County
 3 Recorder for all affected properties involved in the project. Recordation of Instruments
 4 delivered through this transaction is authorized if necessary or proper in the issuance of
 5 said policy of title insurance.

6 All time limits within which any matter herein specified is to be performed may be
 7 extended by mutual agreement of the parties hereto. Any amendment of, or supplement to,
 8 any instructions must be in writing.

9 TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND THIS TRANSACTION
 10 IS TO CLOSE AS SOON AS POSSIBLE, BUT IN NO EVENT LATER THAN SIXTY
 11 (60) DAYS FROM THE SIGNING OF THIS AGREEMENT.

12 7. FEES, CHARGES AND COSTS. BUYER agrees to pay all BUYER'S and SELLER'S
 13 usual fees, charges and costs that arise in this transaction.

14 8. PERMISSION TO ENTER ON PREMISE. SELLER hereby grants to the BUYER, or its
 15 authorized agents, permission to enter upon the SELLER Property to be conveyed at all
 16 reasonable times prior to close of this transaction for the purpose of making necessary or
 17 appropriate inspections.

18 9. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF BUYER AND
 19 SELLER. SELLER hereby warrants, represents, and/or covenants to BUYER that:

20 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
 21 legal proceedings or any other proceedings affecting the SELLER Property or any
 22 portion thereof, at law, or in equity before any court or governmental agency,
 23 domestic or foreign.

24 B. To the best of SELLER'S knowledge, there are no encroachments onto the SELLER
 25 Property by improvements on any adjoining property, nor do any buildings or
 26 improvements encroach on other properties.

27 C. Until the closing, SELLER shall maintain the SELLER Property in good condition
 28 and state of repair and maintenance, and shall perform all of its obligations under any
 service contracts or other contracts affecting the property.

D. Until the closing, SELLER shall not do anything which would impair SELLER'S title
 to any of the SELLER Property.

E. To the best of SELLER'S knowledge, neither the execution of this Agreement nor the
 performance of the obligations herein will conflict with, or breach any of the
 provisions of any bond, note, evidence of indebtedness, contract, lease or other
 agreement or instrument to which the SELLER Property may be bound.

1 F. Until the closing, SELLER shall, upon learning of any fact or condition which would
 2 cause any of the warranties and representations in this Warranties, Representations,
 3 and Covenants of SELLER Section not to be true as of closing, immediately give
 4 written notice of such fact or condition to BUYER.

5 10. HAZARDOUS WASTE. Neither SELLER nor, to the best of SELLER'S knowledge, any
 6 previous owner, tenant, occupant or user of the SELLER Property used, generated,
 7 released, discharged, stored or disposed of any hazardous waste, toxic substances or related
 8 materials ("Hazardous Materials") on, under, in or about the SELLER Property or
 9 transported any Hazardous Materials to or from the SELLER Property. SELLER shall not
 10 cause or permit the presence, use, generation, release, discharge, storage or disposal of any
 11 Hazardous Materials on, under, in or about or the transportation of any Hazardous
 12 Materials to or from, the SELLER Property. The term "Hazardous Materials" shall mean
 13 any substance, material or waste which is or becomes regulated by any local governmental
 14 authority, the State of California or the United States Government, including, but not
 15 limited to, any material or substance which is (i) defined as a "hazardous waste",
 16 "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117
 17 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code,
 18 Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous
 19 substance" under Section 25316 of the California Health and Safety Code, Division 20,
 20 Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as
 21 a "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501
 22 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials
 23 Release Response Plans and Inventory), (iv) defined as "hazardous substance" under
 24 Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7
 25 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii)
 26 polychlorinated biphenyl's, (viii) listed under Article 9 or defined as "hazardous" or
 27 "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative
 28 Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to
 Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a "hazardous waste"
 pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901
et seq. (42 U.S.C. §6903) or (xi) defined as a "hazardous substances" pursuant to Section
 101 of the Comprehensive Environmental Response, Compensation, as amended by
 Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).

11. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of SELLER'S
 21 knowledge and with respect to the property being conveying in this transaction, the
 22 property complies with all applicable laws and governmental regulations including, without
 23 limitation, all applicable Federal, State and local laws pertaining to air and water quality,
 24 hazardous waste, waste disposal and other environmental matters, including, but not
 25 limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste
 26 Disposal, Resource Conservation Recovery and Comprehensive Environmental Response
 27 Compensation and Liability Acts and the California Environmental Quality Act, and the
 28 rules, regulations and ordinances of the city within which the subject property is located,
 the California Department of Health Services, the Regional Water Quality Control Board,
 the State Water Resources Control Board, the Environmental Protection Agency and all
 applicable federal, state and local agencies and bureaus.

1 12. INDEMNIFICATION.

- 2 A. Indemnification by SELLER. SELLER agrees to indemnify, defend and hold
 3 DISTRICT harmless for, from and against any and all claims, demands, liabilities,
 4 costs, expenses, damages and losses, cause or causes of action and suit or suits of any
 5 nature whatsoever, arising out of or based on or from any misrepresentation or breach
 6 of warranty or covenant by SELLER in this Agreement. This indemnity shall
 7 include, without limitation, any damage, liability, fine, penalty, punitive damage, cost
 8 or expense arising from or out of any claim, action, suit or proceeding for personal
 9 injury (including sickness, disease or death, tangible or intangible property damage,
 10 compensation for lost wages, business income, profits or other economic loss,
 11 damage to the natural resource or the environmental, nuisance, pollution,
 12 contamination, leak, spill, release or other adverse effect on the environment). This
 13 indemnification shall include all costs and attorney fees.
- 14 B. Indemnification by DISTRICT. DISTRICT agrees to indemnify, defend and hold
 15 SELLER harmless for, from and against any and all claims, demands, liabilities,
 16 costs, expenses, damages and losses, cause or causes or action and suit or suits arising
 17 out of DISTRICT's operation of the Property after the close of this transaction as it is
 18 defined within this Agreement or any misrepresentation or breach of warranty or
 19 covenant by BUYER in this Agreement or any document delivered to SELLER
 20 pursuant to this Agreement. This indemnification shall include all costs and attorney
 21 fees.

22 13. MISCELLANEOUS.

- 23 A. SELLER will provide within the time allowed by law a Natural Hazard Disclosure
 24 Statement in accordance with California Government Code sections 8589.3-8989.4
 25 and 51183.5 and Public Resources Code sections 4136, 2621.9 and 2694.
- 26 B. The terms and conditions, covenants and agreements set forth herein shall apply to
 27 and bind the heirs, executors, administrators, assigns and successors of the parties
 28 hereto.
- 29 C. Entire Agreement. This Agreement (including all Exhibits attached hereto)
 30 constitutes the entire contract between the parties hereto and may not be modified
 31 except by an Instrument in writing signed by the party to be charged. Neither party
 32 relies upon any warranty or representation not contained in this Agreement.
- 33 D. Notices. In the event either party desires or is required to give notice to the
 34 otherparty in connection with this Agreement, the same shall be in writing and shall
 35 be deemed to have been given when delivered in person, by recognized overnight air
 36 courier service, by confirmed facsimile transmission, or deposited with the United
 37 States Postal Service, certified mail receipt requested to BUYER or SELLER at the
 38 appropriate address as set forth on Page 7 of this Agreement. All notices sent by mail
 39 will be deemed received three (3) days after the date of mailing.

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- E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall comprise a fully executed original Agreement for all intents and purposes.
- F. 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.
- G. Possession of the Property. SELLER will deliver possession of the Property to BUYER upon the close of escrow.
- H. No 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 allowed except those of the waiving party, which will be extended by a period of time equal to the period of the delay.
- I. 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.
- J. 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 in which the Property is located. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- K. Brokers. Each party warrants and represents to the other that no brokers have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of the foregoing warranty and representation.
- L. Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

//

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IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

980 E. Taquitz Canyon Way
Palm Springs, CA 92262

SELLER:

PALM SPRINGS UNIFIED SCHOOL DISTRICT

By: _____
Authorized Representative

Printed Name and Title

MAILING ADDRESS OF BUYER

1995 Market Street
Riverside, CA 92501

BUYER:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
MARION V. ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

RECOMMENDED FOR APPROVAL:

By: Steve Thomas
For WARREN D. WILLIAMS
General Manager-Chief Engineer

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

(SEAL)

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

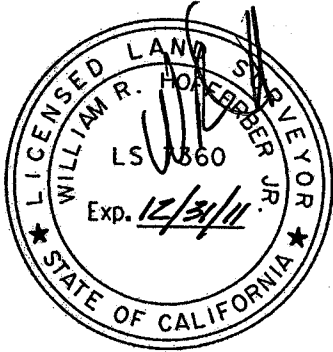
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1/10/11

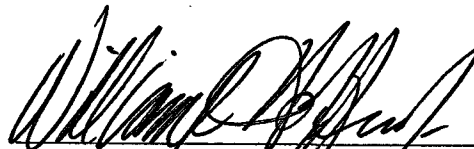
Exhibit "A"

Verbena Channel Stage 1
Parcel 6150-22

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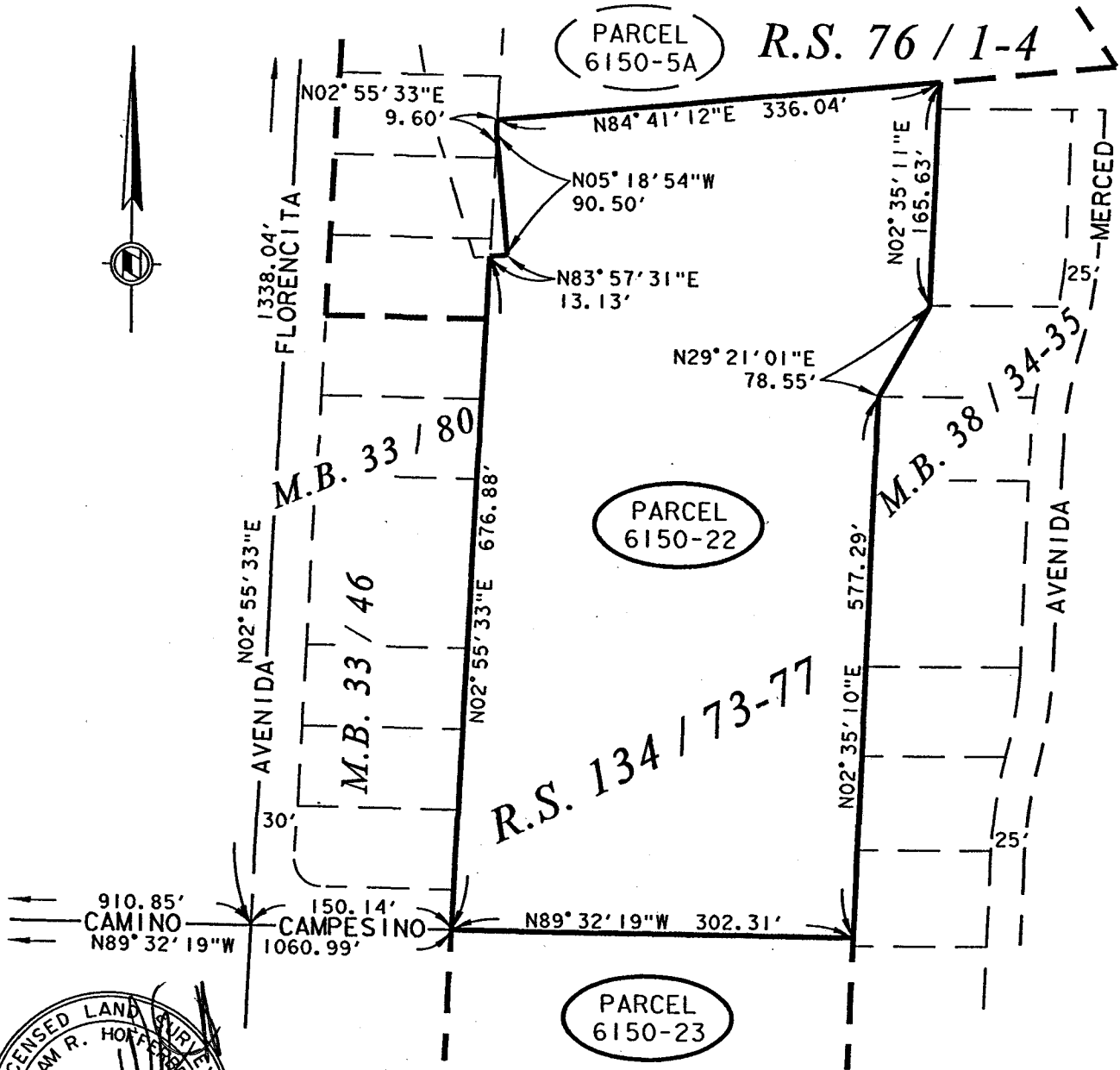

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 25 OCTOBER 2010

Exhibit "B"

BEING A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, IN AN
UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



William R. Hoffmann, Jr.
DATE: 25 October 2010

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: VERBENA CHANNEL STAGE I		
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 6150-22	SCALE: NO SCALE
		PREPARED BY: RST
		SHEET NO. 1 OF 1