

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 6/3/15

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



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
 July 7, 2015

SUBJECT: Adopt Resolution No. F2015-30; Authorization to Sell Portions of District Owned Real Property located in the City of Calimesa, County of Riverside, Calimesa Channel; Portions of APNs 410-100-026, 410-020-020, and 411-131-010; CEQA Exempt – Calimesa Channel; Project No. 5-6-00160-00-20; District 5; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that the proposed project is exempt from the California Environmental Quality Act ("CEQA") as it has been determined to qualify as a "Class 12 categorical exemption" pursuant to Article 19 of the State CEQA Guidelines: Section 15312 and 15061(b)(3);
2. Adopt Resolution No. F2015-30, Authorization to Sell Portions of District Owned Real Property known as portions of RCFC Parcels Nos. 5160-3B, 5160-15B1, 5160-15B2, 5160-27B1, 5160-27B2, 5160-27B3, 5160-27B4, 5160-27C1, 5160-27C2 and 5160-28B, property within a portion of APNs 410-100-026, 410-020-020 and 411-131-010 located in the City of Calimesa, County of Riverside, State of California, by quitclaiming to adjacent property owners listed below;

BACKGROUND:

Summary

(See Page 2)

P8/169961
 PVV:rlp

[Signature]
 WARREN D. WILLIAMS
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
 BY: JEANINE J. REY
 DATE: 6/22/2015

Departmental Concurrence

Positions Added
 Change Order

A-30
 4/5 Vote

Prev. Agn. Ref.: 11-4 12/17/13

District: 5th

Agenda Number:

11-2

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

FORM 11: Adopt Resolution No. F2015-30; Authorization to Sell Portions of District Owned Real Property located in the City of Calimesa, County of Riverside, Calimesa Channel; Portions of APNs 410-100-026, 410-020-020, and 411-131-010; CEQA Exempt – Calimesa Channel; Project No. 5-6-00160-00-20; District 5; [\$0]

DATE: July 7, 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION: continued

3. Approve each Agreement for Purchase and Sale of Real Property between the District and each of the Buyers listed in the attached Exhibit "C" (the "Agreements") authorize the Chairman of the District's Board of Supervisors to execute the Agreements and Quitclaim Deeds on behalf of the District;
4. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents, and administer all action necessary to complete this transaction; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days upon approval by the Board.

BACKGROUND:

Summary

The Calimesa Channel project consisted of the construction and subsequent operation and maintenance of a concrete rectangular channel, which was originally constructed in 1971. The areas needed in order to maintain and operate the channel were secured by fencing.

However, all the parcels that were acquired were not contained within this fencing. Over the years, the properties have assimilated these parcels within their boundaries and now these parcels are rear, front, and side yards which have created encroachments by adjacent property owners.

In order to remedy these encroachments, the District asked the Board of Supervisors to declare these parcels as surplus lands no longer needed for District purposes which was adopted on December 17, 2013, by Resolution No. F2013-33, Agenda 11.4.

The District was not required to send written offers to other public agencies, pursuant to California Government Code §54220 et. seq. because these remnants qualified as exempt surplus real property. Pursuant to Water Code Appendix Sections 48-9 and 48-13, the District may dispose of real property of every kind within or outside the District boundaries necessary and convenient to the full exercise of its powers after adoption of a resolution declaring that a real property interest is no longer necessary to be retained for District use or purposes as noted in the previously adopted Resolution No. F2013-33.

Staff has negotiated a nominal value with the adjacent property owners for the conveyance of these parcels. The sale of these parcels will remove the cost of maintaining these parcels as well as eliminate liability problem for the District, and will place these parcels back onto the tax rolls. The eight (8) attached Agreements for Purchase and Sale of Real Property provide the terms and conditions for the sale to each owner of property (listed below) situated adjacent thereto and the Quitclaim Deeds to effect each conveyance.

Pursuant to the California Environmental Quality Act (CEQA), the sale of each remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15312 – Surplus Government Property Sales. The proposed project is the sale of exempt surplus remnant parcels of real property that is no longer needed for the use by or purposes of the District, does not have significant values for wildlife habitat or other environmental purposes and the use of the property and adjacent property has not change since the time of acquisition by the District. It can be seen with certainty that the project will not have a significant effect on the environment because it is merely the transfer of title to real property of vacant land and does not involve construction activities or an increase in the intensity of use of the site.

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

FORM 11: Adopt Resolution No. F2015-30; Authorization to Sell Portions of District Owned Real Property located in the City of Calimesa, County of Riverside, Calimesa Channel; Portions of APNs 410-100-026, 410-020-020, and 411-131-010; CEQA Exempt – Calimesa Channel; Project No. 5-6-00160-00-20; District 5; [\$0]

DATE: July 7, 2015

PAGE: Page 3 of 3

Listed below is a summary of parcels that have been negotiated for sale with individual property owners, and brought to the Board for approval:

Property Owners Who Desire to Purchase Exempt Surplus Remnant Parcels

APN	Parcel No.	Owner(s)	Sq. Ft.	Negotiated Price	Status
411-131-010	5160-3B	M/M Karr	2,158	\$1,000	PSA signed
410-020-020	5160-15B1	Ms. Eskenas	6,545	\$1,000	PSA signed
410-020-020	5160-15B2	Ms. Mierzwik	4,979	\$500	PSA signed
410-100-026	5160-27B1	Desoucy	1,508	\$800	PSA signed
410-100-026	5160-27B2	M/M Garcia	592	\$250	PSA signed
410-100-026	5160-27B3	M/M Rivera	484	\$500	PSA signed
410-100-026	5160-27B4	M/M Lam	6	\$6	PSA signed
410-100-026	5160-27C1	M/M Lam	924	\$394	PSA signed
410-100-026	5160-27C2	Mr. Aragon	2885	\$1,000	PSA signed
410-100-026	5160-28B	Mr. Aragon	2414	\$1,000	PSA signed

Resolution No. F2015-30, eight (8) Agreements to Purchase and Sales of Real Property, and respective Quitclaim Deeds have been approved as to form by County Counsel.

Impact on Residents and Businesses:

No fiscal impact on the residents and businesses in the immediate area for this is a conveyance of fee interest to adjacent property owners and will only increase the private property ownership of a few.

ATTACHMENTS:

1. Resolution No. F2015-30
2. Region Map
3. Eight (8) Separate Agreements for the Purchase and Sale of Real Property (original plus 2 copies)
4. Eight (8) Respective Quitclaim Deeds
5. Exhibit "A" Legal Descriptions
6. Exhibit "B" Plat Maps
7. Exhibit "C" List of Adjacent Property Owners Who Desire to Purchased Exempt Surplus Remnant Parcels
8. CEQA Notice of Exemptions

1
2 BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

3 RESOLUTION NO. F2015-30

4 AUTHORIZATION TO SELL PORTIONS OF DISTRICT OWNED
5 FEE INTERESTS IN REAL PROPERTY LOCATED IN THE CITY OF CALIMESA,
6 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BY QUITCLAIM DEEDS TO
7 ADJACENT PROPERTY OWNERS
8 CALIMESA CHANNEL, PROJECT 5-0-00160

9 WHEREAS, the Riverside County Flood Control and Water Conservation District
10 (District) is the owner of certain real property known as RCFC Parcel Nos. 5160-3B, 5160-15B1,
11 5160-15B2, 5160-27B1, 5160-27B2, 5160-27B3, 5160-27B4, 5160-27C1, 5160-27C2 and 5160-
12 28B, which are within portions of APNs 410-100-026, 410-020-020, and 411-131-010. These
13 parcels vary in size from approximately six (6) square feet to 6,545 square feet of land, (the
14 "Property") are legally described in Exhibit "A" and shown on Exhibit "B", attached hereto and
15 made a part hereof; and

16 WHEREAS, on December 17, 2013, the District's Board of Supervisors (Board) adopted
17 Resolution No. F2013-33 declaring the Property as Exempt Surplus Real Property, that is no
18 longer needed, nor will be needed in the future, for the District's use and purposes; and

19 WHEREAS, the District was not required to send written offers to other public agencies,
20 pursuant to the Surplus Lands Act (California Govt. Code §54220 et. seq.) because the remnant
21 parcels were of size and nature that each parcel qualified as surplus land exempt from the
22 requirement to send notices to public agencies of the District's intention to sell and offer to sell;
23 and

24 WHEREAS, pursuant to Water Code Appendix Sections 48-9 and 48-13, the District may
25 dispose of real property of every kind within or outside of District boundaries necessary and
26 convenient to the full exercise of its powers after adoption of a resolution declaring that a real
27 property interest is no longer necessary to be retained for District use or purposes as was
28 previously adopted and noted in Resolution No. F2013-33; and

WHEREAS, the District finds that the sale of these Exempt Surplus Properties are in the
best interest of the District for the sale of each parcel by the District will terminate liability and
maintenance responsibilities for the District; and

WHEREAS, the District has reviewed and determined the sale of the Property as
categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-19-15
DATE
SYNTHIA M. GUNZEL

1 CEQA Guidelines Sections 15312 and 15061(b)(3) because the proposed project is the sale of
2 real property involving the transfer of title to the real property that is no longer needed for the
3 use by or purposes of the District, does not have significant values for wildlife habitat or other
4 environmental purposes, the use of the property and adjacent property has not changed since the
5 time of acquisition by the District; and

6 WHEREAS, District desires to sell the Property to adjacent property owners ("Buyers")
7 listed in Exhibit "C", attached hereto and by this reference incorporated herein, and the Buyers
8 now desire to purchase the Property adjacent to their respective real property from the District
9 and enter into that certain Agreement to Purchase and Sale of Real Property between the District
10 and the Buyers, respectively ("Agreements"), whereby the agreements provide for all the terms
and conditions of this sale.

11 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by vote of
12 the Board of Supervisors of the District, in regular session assembled on July 7, 2015, in the
13 meeting room of the Board of Supervisors of the District located on the 1st Floor of the County
14 Administrative Center, 4080 Lemon Street, Riverside, California, at 10:30 a.m. or soon
15 thereafter, that this Board, based on the review of the proposed relinquishment and sales, the
16 environmental impacts of the project have been sufficiently assessed and has determined that the
17 project qualifies for a "Class 12 Categorical Exemption" pursuant to Article 19 of the CEQA,
18 State CEQA Guidelines: Section 15312 and Section 15061(b)(3) because it can be seen with
19 certainty that there is no possibility that the activity in question will have a significant effect on
20 the environment because the District is merely relinquishing and transferring title to the fee
interest in real property that will continue to be used in the same manner as its present use and
the relinquishment and sale does not effect a change in the environment.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of this
22 Board that this Board authorizes the sale of the remnant parcels of real property located in the
23 City of Calimesa, County of Riverside, State of California, listed and more particularly described
24 in Exhibits "A" and "B" to the adjacent property owners listed in Exhibit "C" for the nominal
25 values pursuant to the terms and conditions of the Agreement and to be conveyed by the
Quitclaim Deeds.

26 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
27 approves the Agreements and the Chairman of the Board of Supervisors of the District is given
28 authority to execute the Agreement for the Purchase and Sale of Real Property and the Quitclaim
Deeds for each fee interest listed in Exhibit "C" on behalf of the District.

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BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete these transactions.

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

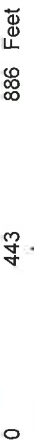
Calimesa Channel

Surplus Lands



Legend

-  RCLIS Parcels
-  City Boundaries
-  Cities



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... 6/23/2015 4:27:07 PM

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Notes

Portions of District Owned Property

1 Project: Calimesa Channel
Project No. 5-0-00160
2 APN 411-131-010
RCFC Parcel No. 5160-3B
3

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

5 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
6 ("Agreement"), is entered into this _____ day of _____, 2015 by and between the
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
7 body politic, (hereinafter called "DISTRICT" or "SELLER") and LAWRENCE R. KARR and
SUSANNE M. KARR, husband and wife as joint tenants (hereinafter called "BUYER")
8 sometimes referred to as "Parties", for acquisition by BUYER of certain real property hereinafter
set forth.
9

10 **RECITALS**

11 SELLER is the owner of certain fee simple interest in real property located within the City
of Calimesa, County of Riverside, State of California, with Assessor's Parcel No. 411-131-010
12 ("Seller Property") whereby a portion of Seller property consisting of an approximate 0.05 acre
13 (2,158 sq. ft.) of land, is no longer needed for the District's purposes for the Calimesa Channel;
said portion is also identified as RCFC Parcel No. 5160-3B (Property)". The Property has been
14 declared as surplus by the Board of Supervisors for the District on December 17, 2013.

15 A. SELLER desires to sell and BUYER desires to purchase the Property as specifically
described herein and pursuant to the terms and conditions herein this Agreement.
16

17 **IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

18 1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt and
adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and
19 BUYER agrees to purchase from SELLER, upon the terms and for the consideration
set forth in this Agreement, the following interests in certain real property, located in
20 Riverside County, California, identified as RCFC Parcel No. 5160-3B, being an
21 approximate 0.05 acre (2,158 sq. ft.) portion of land within Riverside County
Assessor's Parcel No. 411-131-010. The property is depicted on Plat Map identified
22 as Attachment "1", attached hereto and by this reference incorporated herein, and
legally described and depicted as follows:
23

24 SEE EXHIBITS "A" AND "B" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

25 2. PURCHASE PRICE. The total purchase price to be paid by BUYER is One
26 Thousand Dollars (\$1,000.00) which is specifically agreed by the Parties to be the full
amount of compensation due and owing to the SELLER for the real property interest
27 by said Deed in favor of the BUYER. BUYER shall tender payment, within thirty
28 (30) days from the approval by the Board of Supervisors of the Riverside County
Flood Control and Water Conservation District, of the entire purchase price to the
SELLER.

- 1 3. PROPERTY SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the
 2 Property is sold in "as-is" condition, as of the date of this agreement, without
 3 warranty, and that SELLER is not responsible for making corrections or repairs of
 4 any nature. BUYER further acknowledges that SELLER has made no representations
 5 or warranties regarding the Property.
- 6 4. NECESSARY INSTRUMENTS. Upon the approval by the Board of Supervisors of
 7 the Riverside County Flood Control and Water Conservation District, SELLER will
 8 execute a Quitclaim Deed, substantially in the form attached hereto and referenced as
 9 Exhibit "C" sufficient for recording, conveying the Property described in said
 10 Exhibits "A" and "B", to the BUYER. SELLER shall cause recordation of the
 11 Quitclaim Deed once BUYER has submitted payment of the Purchase Price and
 12 SELLER has verified receipt thereof. BUYER and SELLER shall provide any
 13 additional instruments as may be necessary to complete this transaction. BUYER and
 14 SELLER hereby agree to cooperate with the execution of all documents necessary to
 15 complete the transfer of the property.
- 16 5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or
 17 its authorized agents, permission to enter upon the Property to be conveyed to them at
 18 all reasonable times prior to close of this transaction for the purpose of making
 19 necessary or appropriate inspections.
- 20 6. POSSESSION OF PROPERTY. The right of possession and use of the Property by
 21 BUYER, including the right to use, remove and dispose of improvements, shall
 22 commence upon the consummation of this transaction.
- 23 7. WARRANTIES AND REPRESENTATIONS. The Parties makes the following
 24 representations and warranties and that all such representations and warranties are to
 25 be true and correct as the consummation of this transaction:
- 26 A. The SELLER and BUYER have each taken the respective required actions to
 27 permit the execution, delivery, and performance of obligations under this
 28 Agreement.
- B. The SELLER and BUYER each respectively have the power and authority to
 execute and deliver this Agreement and to carry out its obligations hereunder
 are, or at the Closing Date or consummation of the transaction will be, legal ,
 valid, and binding obligation respectively of each party and can consummate
 the transaction contemplated herein.
8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
 designee, serves as the representative on behalf of SELLER for the purpose of
 administering and performing administrative or ministerial actions necessary to
 complete this transaction, including executing any other related escrow forms or
 documents to consummate the purchase.
9. NOTICES. All notices and demands shall be given in writing by certified mail,
 postage prepaid, and return receipt requested, or by personal delivery. Notices shall
 be considered given upon the earlier of (a) personal delivery, (b) two (2) business

1 days following deposit in the United States mail, postage prepaid, certified or
 2 registered, return receipt requested, or (c) one (1) business day following deposit with
 3 an overnight carrier service. Notices shall be addressed as provided below for the
 4 respective party. The Parties agree, however, that if any party gives notice in writing
 of a change of name or address to the other party, notices to such party shall
 thereafter be given as demanded in that notice:

5 SELLER: Riverside County Flood Control
 6 and Water Conservation District
 1995 Market Street
 7 Riverside, CA 92501
 Attn: Greg Walker

8 BUYER: Lawrence R. Karr
 9 Susanne M. Karr
 10 315 Slack Place
 Calimesa, CA 92320

11 COPY TO: Riverside County Counsel
 12 3960 Orange Street, Suite 500
 13 Riverside, CA 92501-3674
 14 Attn: Synthia M. Gunzel
 Deputy County Counsel

15 10. MISCELLANEOUS.

- 16 A. Default. In the event of a material breach or material default under this
 17 Agreement by either the BUYER or SELLER, the non-defaulting party shall
 18 have, in addition to all rights available at law or equity, the right to terminate
 19 this Agreement by delivering written notice thereof to the defaulting party, and
 if BUYER is the non-defaulting party, the BUYER shall thereupon promptly
 receive a refund of all prior deposits, if any.
- 20 B. Further Instructions. Each party agrees to execute such other and further
 21 instructions as may be necessary or proper in order to consummate the
 transaction contemplated by this Agreement.
- 22 C. Amendments. Any amendments to this Agreement shall be effective only in
 23 writing and when duly executed by both the BUYER and SELLER.
- 24 D. Applicable Law. This Agreement shall be construed and interpreted under, and
 25 governed and enforced according to the laws of the State of California. Venue
 26 for any proceeding related to this Agreement shall be in the County of
 Riverside.
- 27 E. Entire Agreement. This Agreement contains the entire agreement between the
 28 undersigned parties respecting the subject matter set forth herein, and expressly
 supersedes all previous or contemporaneous agreements, understandings,
 representations, or statements between the parties respecting said subject

1 matter (whether oral or in writing). No person is authorized to make, and by
2 execution hereof SELLER and BUYER acknowledge that no person has made,
3 any representation, warranty, guaranty or promise except as set forth herein:
4 and no agreement, statement, representation or promise made by any such
5 person which is not contained herein shall be valid or binding on SELLER or
6 BUYER.

7
8 F. Successors and Assigns. This Agreement shall be binding upon and inure to
9 the benefit of the heirs, executors, administrators, successors and assigns of the
10 parties hereto.

11 G. Time of Essence. The Parties acknowledge that time is of the essence in this
12 Agreement.

13 H. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
14 specific provisions of this Agreement is intended to be exclusive of any other
15 remedy and each and every remedy shall be cumulative and shall be in addition
16 to every other remedy given hereunder or now or hereafter existing at law or in
17 equity or by statute or otherwise.

18 I. Interpretation and Construction. The Parties agree that each party has
19 reviewed this Agreement and that each has had the opportunity to have their
20 legal counsel review and revise this Agreement and that any rule of
21 construction to the effect that ambiguities are to be resolved against the
22 drafting party shall not apply in the interpretation of this Agreement or any
23 amendments or Exhibits thereto. In this Agreement the neutral gender includes
24 the feminine and masculine, and singular number includes the plural, and the
25 words "person" and "party" include corporation, partnership, firm, trust, or
26 association wherever the context so requires. The recitals and captions of the
27 sections and subsections of this Agreement are for convenience and reference
28 only, and the words contained therein shall in no way be held to explain,
modify, amplify or aid in the interpretation, construction or meaning of the
provisions of this Agreement.

J. Counterparts. This Agreement may be executed in counterparts, each of which
so executed shall, irrespective of the date of its execution and delivery, be
deemed an original, and all such counterparts together shall constitute one and
the same instrument.

K. 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.

L. ASSIGNMENT. BUYER may assign its rights under this Agreement or may
designate a nominee to acquire the Property, provided, however, that any such
assignment or designation shall not relieve BUYER of any of its obligations
under this Agreement.

11. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting Parties.

//
//
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth hereinabove.

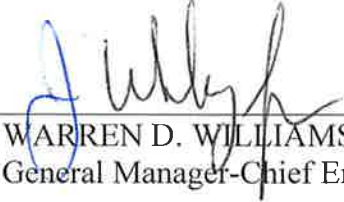
MAILING ADDRESS OF SELLER

1995 Market Street
Riverside, CA 92501

SELLER:

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

RECOMMENDED FOR APPROVAL

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

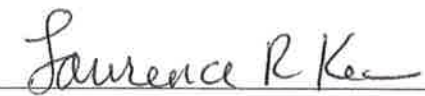
MAILING ADDRESS OF BUYER

315 Slack Place
Calimesa, CA 92320


BUYER:

LAWRENCE R. KARR

Date: 11/3/2014

By: 

Date: 11/3/2014

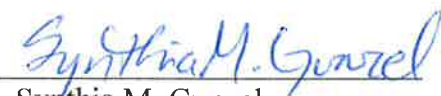
SUSANNE M. KARR
By: 

APPROVED AS TO FORM:

GREGORY PRIAMOS
County Counsel

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Synthia M. Gunzel
Deputy County Counsel

By: _____
Deputy

(Seal)

PVV:rlp
10/20/14
Project: Calimesa Channel
Project No. 5-0-00160
APN 0318-233-05
RCFC Parcel No. 5160-3B

ATTACHMENT

“1”

Exhibit "A"

**Calimesa Channel
Parcels 5160-3B**

All of Parcel 5160-3B of Record of Survey as shown on Book 57, Pages 41 through 47, records of Riverside County, State of California, within the city of Calimesa.



William R. Hofferber Jr.

WILLIAM R. HOFFERBER JR.

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

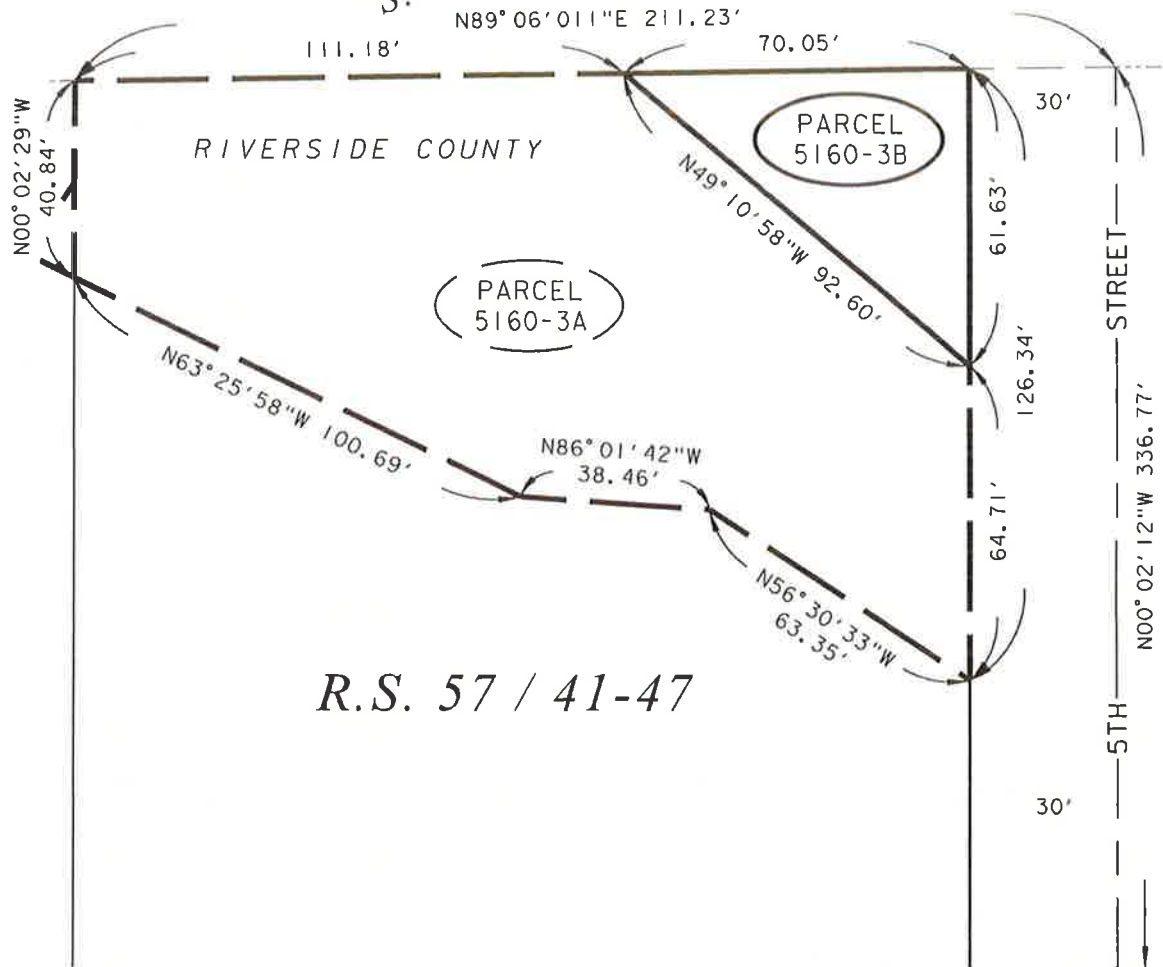
Date: 12 AUG., 2013

Exhibit "B"

ALL OF PARCEL 5160-3B OF RECORD OF SURVEY AS SHOWN ON BOOK 57, PAGES 41 THROUGH 47, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CALIMESA.

M.B. 19 / 43
S.B. Co.

SAN BERNARDINO COUNTY



R.S. 57 / 41-47



William R. Hofferber, Jr.
DATE: 12 Aug, 2013

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

PROJECT NAME: CALIMESA CHANNEL		SCALE: NO SCALE	PREPARED BY: DAB
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 5160-3B	AUG-07-2013	SHEET NO. 1 OF 1

1 Project: Calimesa Channel
2 Project No. 5-0-00160
3 APN 410-020-020
4 RCFC Parcel No. 5160-15B1

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

6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
7 ("Agreement"), is entered into this ____ day of _____, 2015 by and between the
8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
9 body politic, (hereinafter called "DISTRICT" or "SELLER") and AMY ESKENAS, an
10 unmarried woman (hereinafter called "BUYER") sometimes referred to as "Parties", for
11 acquisition by BUYER of certain real property hereinafter set forth.

12 **RECITALS**

- 13 A. SELLER is the owner of certain fee simple interest in real property located within the
14 city of Calimesa, County of Riverside, State of California, with Assessor's Parcel No.
15 410-020-020, ("Seller Property") whereby a portion of Seller Property consisting of
16 approximately 0.15 acre (6,545 sq. ft.) of land, is no longer needed for the District's
17 purposes for the Calimesa Channel; said portion is also identified as RCFC Parcel No.
18 5160-15B1 ("Property"). The Property has been declared as surplus by the Board of
19 Supervisors for the District on December 17, 2013.
- 20 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
21 described herein and pursuant to the terms and conditions herein this Agreement.

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

- 23 1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt
24 and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER
25 and BUYER agrees to purchase from SELLER, upon the terms and for the
26 consideration set forth in this Agreement, the following interests in certain real
27 property, located in Riverside County, California, identified as RCFC Parcel No.
28 5160-15B1, being an approximate 0.15 acre (6,545 sq. ft.) portion of land within
Riverside County Assessor's Parcel No. 410-020-020. The property is depicted on
Plat Map identified as Attachment "1", attached hereto and by this reference
incorporated herein, and legally described and depicted as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

- 2. PURCHASE PRICE. The total purchase price to be paid by Buyer is One
Thousand Dollars (\$1,000.00) even which is specifically agreed by the Parties to be
the full amount of compensation due and owing to the SELLER for the real
property interest by said Deed in favor of the BUYER. BUYER shall tender
payment, within thirty (30) days from the approval by the Board of Supervisors of
the Riverside County Flood Control and Water Conservation District, of the entire
purchase price to the SELLER.

- 1 3. PROPERTY SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the
2 Property is sold in "as-is" condition, as of the date of this agreement, without
3 warranty, and that SELLER is not responsible for making corrections or repairs of
4 any nature. BUYER further acknowledges that SELLER has made no
5 representations or warranties regarding the Property.
- 6 4. NECESSARY INSTRUMENTS. Upon the approval by the Board of Supervisors
7 of the Riverside County Flood Control and Water Conservation District, SELLER
8 will execute a Quitclaim Deed, substantially in the form attached hereto and
9 referenced as Exhibit "C" sufficient for recording, conveying the Property described
10 in said Exhibits "A" and "B", to the BUYER. SELLER shall cause recordation of
11 the Quitclaim Deed once BUYER has submitted payment of the Purchase Price and
12 SELLER has verified receipt thereof. BUYER and SELLER shall provide any
13 additional instruments as may be necessary to complete this transaction. BUYER
14 and SELLER hereby agree to cooperate with the execution of all documents
15 necessary to complete the transfer of the property.
- 16 5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER,
17 or its authorized agents, permission to enter upon the Property to be conveyed to
18 them at all reasonable times prior to close of this transaction for the purpose of
19 making necessary or appropriate inspections.
- 20 6. POSSESSION OF PROPERTY. The right of possession and use of the Property by
21 BUYER, including the right to use, remove and dispose of improvements, shall
22 commence upon the consummation of this transaction.
- 23 7. WARRANTIES AND REPRESENTATIONS. The Parties makes the following
24 representations and warranties and that all such representations and warranties are
25 to be true and correct as the consummation of this transaction:
- 26 A. The SELLER and BUYER have each taken the respective required actions to
27 permit the execution, delivery, and performance of obligations under this
28 Agreement.
- B. The SELLER and BUYER each respectively have the power and authority to
execute and deliver this Agreement and to carry out its obligations hereunder
are, or at the Closing Date or consummation of the transaction will be, legal ,
valid, and binding obligation respectively of each party and can consummate
the transaction contemplated herein.
8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
designee, serves as the representative on behalf of SELLER for the purpose of
administering and performing administrative or ministerial actions necessary to
complete this transaction, including executing any other related escrow forms or
documents to consummate the purchase.
9. NOTICES. All notices and demands shall be given in writing by certified mail,
postage prepaid, and return receipt requested, or by personal delivery. Notices shall
be considered given upon the earlier of (a) personal delivery, (b) two (2) business

1 days following deposit in the United States mail, postage prepaid, certified or
2 registered, return receipt requested, or (c) one (1) business day following deposit
3 with an overnight carrier service. Notices shall be addressed as provided below for
4 the respective party. The Parties agree, however, that if any party gives notice in
5 writing of a change of name or address to the other party, notices to such party shall
6 thereafter be given as demanded in that notice:

7 SELLER: Riverside County Flood Control
8 and Water Conservation District
9 1995 Market Street
10 Riverside, CA 92501
11 Attn: Greg Walker

12 BUYER: Ms. Amy Eskenas
13 945 4th Street
14 Calimesa, CA 92320

15 COPY TO: Riverside County Counsel
16 3960 Orange Street, Suite 500
17 Riverside, CA 92501-3674
18 Attn: Synthia M. Gunzel
19 Deputy County Counsel

20 10. MISCELLANEOUS.

21 A. Default. In the event of a material breach or material default under this
22 Agreement by either the BUYER or SELLER, the non-defaulting party shall
23 have, in addition to all rights available at law or equity, the right to terminate
24 this Agreement by delivering written notice thereof to the defaulting party,
25 and if BUYER is the non-defaulting party, the BUYER shall thereupon
26 promptly receive a refund of all prior deposits, if any.

27 B. Further Instructions. Each party agrees to execute such other and further
28 instructions as may be necessary or proper in order to consummate the
transaction contemplated by this Agreement.

C. Amendments. Any amendments to this Agreement shall be effective only in
writing and when duly executed by both the BUYER and SELLER.

D. Applicable Law. This Agreement shall be construed and interpreted under,
and governed and enforced according to the laws of the State of California.
Venue for any proceeding related to this Agreement shall be in the County of
Riverside.

E. Entire Agreement. This Agreement contains the entire agreement between the
undersigned Parties respecting the subject matter set forth herein, and
expressly supersedes all previous or contemporaneous agreements,
understandings, representations, or statements between the Parties respecting
said subject matter (whether oral or in writing). No person is authorized to

1 make, and by execution hereof SELLER and BUYER acknowledge that no
2 person has made, any representation, warranty, guaranty or promise except as
3 set forth herein: and no agreement, statement, representation or promise made
4 by any such person which is not contained herein shall be valid or binding on
SELLER or BUYER.

- 5 F. Successors and Assigns. This Agreement shall be binding upon and inure to
6 the benefit of the heirs, executors, administrators, successors and assigns of
the Parties hereto.
- 7 G. Time of Essence. The Parties acknowledge that time is of the essence in this
8 Agreement.
- 9 H. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
10 specific provisions of this Agreement is intended to be exclusive of any other
11 remedy and each and every remedy shall be cumulative and shall be in
addition to every other remedy given hereunder or now or hereafter existing at
law or in equity or by statute or otherwise.
- 12 I. Interpretation and Construction. The Parties agree that each party has
13 reviewed this Agreement and that each has had the opportunity to have their
14 legal counsel review and revise this Agreement and that any rule of
15 construction to the effect that ambiguities are to be resolved against the
16 drafting party shall not apply in the interpretation of this Agreement or any
17 amendments or Exhibits thereto. In this Agreement the neutral gender
18 includes the feminine and masculine, and singular number includes the plural,
19 and the words "person" and "party" include corporation, partnership, firm,
trust, or association wherever the context so requires. The recitals and
captions of the sections and subsections of this Agreement are for
convenience and reference only, and the words contained therein shall in no
way be held to explain, modify, amplify or aid in the interpretation,
construction or meaning of the provisions of this Agreement.
- 20 J. Counterparts. This Agreement may be executed in counterparts, each of
21 which so executed shall, irrespective of the date of its execution and delivery,
be deemed an original, and all such counterparts together shall constitute one
22 and the same instrument.
- 23 K. Partial Invalidity. If any term or provision of this Agreement shall be deemed
24 to be invalid or unenforceable to any extent, the remainder of this Agreement
25 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.
- 26 L. ASSIGNMENT. BUYER may assign its rights under this Agreement or may
27 designate a nominee to acquire the Property, provided, however, that any such
28 assignment or designation shall not relieve BUYER of any of its obligations
under this Agreement.

11. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting Parties.

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

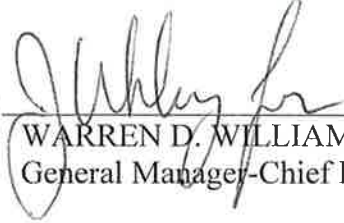
MAILING ADDRESS OF SELLER

1995 Market Street
Riverside, CA 92501

SELLER:

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

RECOMMENDED FOR APPROVAL

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

MAILING ADDRESS OF BUYER

945 4th Street
Calimesa, CA 92320

BUYER:

AMY ESKENAS

Date: 11/6/14

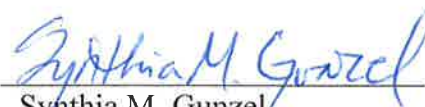
By: 

APPROVED AS TO FORM:

GREGORY PRIAMOS
County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: 
Synthia M. Gunzel
Deputy County Counsel

By: _____
Deputy

(Seal)

PVV:rlp
11/03/14

Project: Calimesa Channel
Project No. 5-0-00160
APN 410-020-018
RCFC Parcel No. 5160-15B1

ATTACHMENT

“1”


Exhibit "A"

**Calimesa Channel
Parcel 5160-15B1**

Being a portion of Parcel 5160-15B of Record of Survey as shown on Book 57, Pages 41 through 47, records of Riverside County, State of California, within the city of Calimesa, described as follows:

All that portion of said Parcel 5160-15B lying westerly of the southerly prolongation of the east line of that certain parcel described in Instrument No. 2000-028207, recorded January 26, 2000, records of said County.





WILLIAM R. HOFFERBER JR.

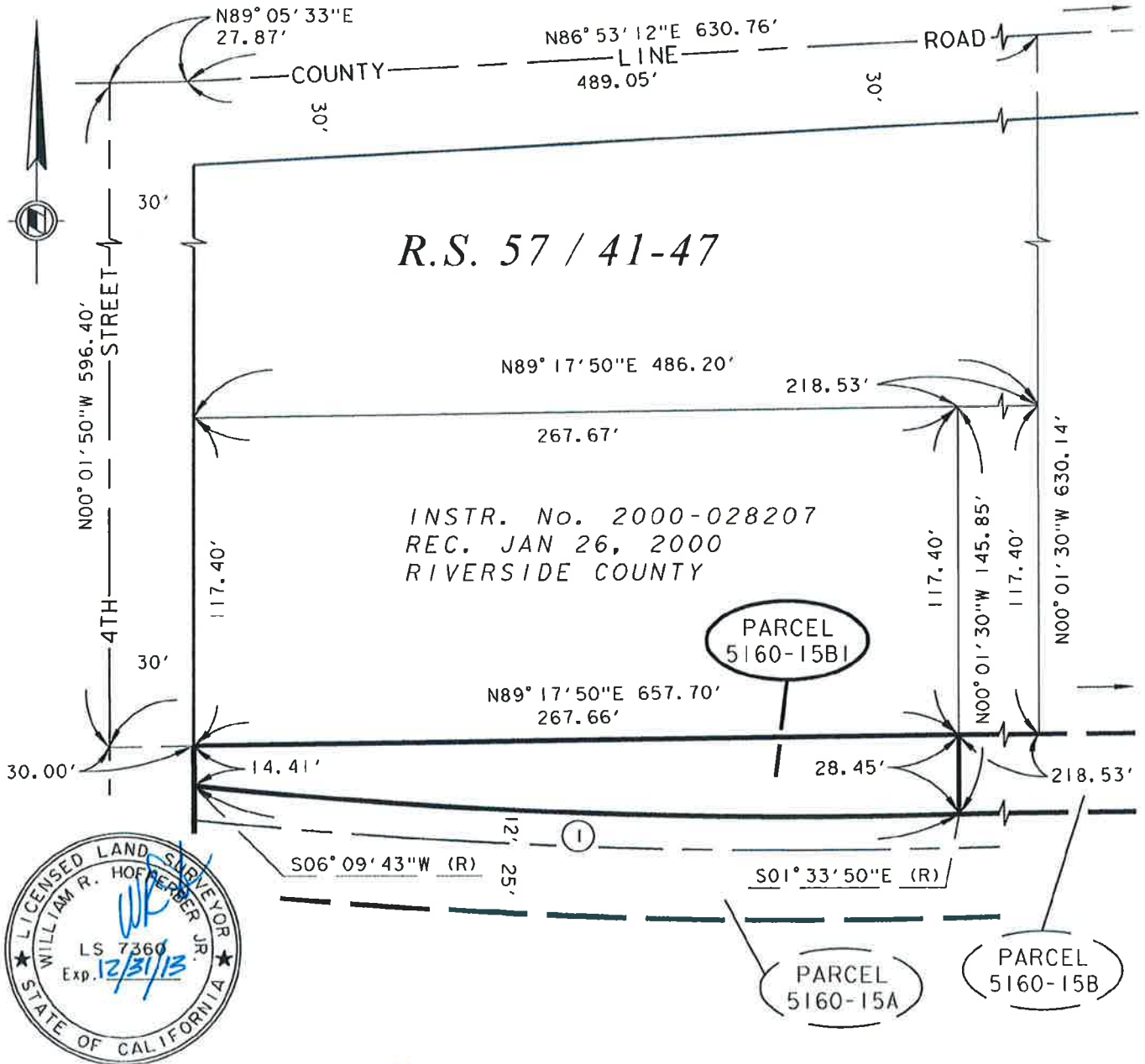
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 25 JULY, 2013

Exhibit "B"

BEING A PORTION OF PARCEL 5160-15B OF RECORD OF SURVEY AS SHOWN ON BOOK 57, PAGES 41 THROUGH 47, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CALIMESA.



William R. Hoffer
 DATE: 25 JULY 2013

CURVE DATA				
⊙	△ =	R =	T =	L =
1	07° 43' 33"	1988.00'	134.24'	268.06'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: CALIMESA CHANNEL		SCALE: NO SCALE	PREPARED BY: DAB
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.	RFCF PARCEL NUMBER(S): PARCEL 5160-15B1	JUL-08-2013	SHEET NO. 1 OF 1

1 Calimesa Channel
Project No. 5-0-00160
2 APN 410-020-020
3 RCFC Parcel No. 5160-15B2

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

5 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
6 ("Agreement"), is entered into this ____ day of _____, 2015 by and between the
7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
8 body politic, (hereinafter called "DISTRICT" or "SELLER") and LOUISE M. MIERZWIK, an
unmarried woman (hereinafter called "BUYER") sometimes referred to as "Parties", for
acquisition by BUYER of certain real property hereinafter set forth.

9 **RECITALS**

- 10 A. SELLER is the owner of certain fee simple interest in real property located within the
11 City of Calimesa, County of Riverside, State of California, with Assessor's Parcel No.
12 410-020-020, ("Seller Property") whereby a portion of Seller property consisting of an
13 approximately 0.11 acre (4,979 sq. ft.) of land, is no longer needed for the District's
14 purposes for the Calimesa Channel; said portion is also identified as RCFC Parcel No.
5160-15B2 (Property"). The Property was declared as surplus by the Board of
Supervisors for the District on December 17, 2013.
- 15 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
16 described herein and pursuant to the terms and conditions herein this Agreement.

17 **IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

- 18 1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt and
19 adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and
20 BUYER agrees to purchase from SELLER, upon the terms and for the consideration set
21 forth in this Agreement, the following interests in certain real property, located in
22 Riverside County, California, identified as RCFC Parcel No. 5160-15B2, being an
23 approximately 0.11 acre (4,979 sq. ft.) portion of land within Riverside County
Assessor's Parcel No. 410-020-020. The property is depicted on Plat Map identified as
Exhibit "B", attached hereto and by this reference incorporated herein, and legally
described and depicted as follows:

24 SEE EXHIBITS "A" AND "B" ATTACHED HERETO
25 AND BY THIS REFERENCE MADE A PART HEREOF

- 26 2. PURCHASE PRICE. The total purchase price to be paid by Buyer is Five Hundred
27 Dollars even (\$500.00) which is specifically agreed by the Parties to be the full amount
28 of compensation due and owing to the SELLER for the real property interest by said
Deed in favor of the BUYER. BUYER shall tender payment, within thirty (30) days
from the approval by the Board of Supervisors of the Riverside County Flood Control
and Water Conservation District, of the entire purchase price to the SELLER.

- 1 3. PROPERTY SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the
2 Property is sold in "as-is" condition, as of the date of this agreement, without warranty,
3 and that SELLER is not responsible for making corrections or repairs of any nature.
4 BUYER further acknowledges that SELLER has made no representations or warranties
5 regarding the Property.
- 6 4. NECESSARY INSTRUMENTS. Upon the approval by the Board of Supervisors of
7 the Riverside County Flood Control and Water Conservation District, SELLER will
8 execute a Quitclaim Deed, substantially in the form attached hereto and referenced as
9 Exhibit "C" sufficient for recording, conveying the Property described in said Exhibits
10 "A" and "B", to the BUYER. SELLER shall cause recordation of the Quitclaim Deed
11 once BUYER has submitted payment of the Purchase Price and SELLER has verified
12 receipt thereof. BUYER and SELLER shall provide any additional instruments as may
13 be necessary to complete this transaction. BUYER and SELLER hereby agree to
14 cooperate with the execution of all documents necessary to complete the transfer of the
15 property.
- 16 5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or
17 its authorized agents, permission to enter upon the Property to be conveyed to them at
18 all reasonable times prior to close of this transaction for the purpose of making
19 necessary or appropriate inspections.
- 20 6. POSSESSION OF PROPERTY. The right of possession and use of the Property by
21 BUYER, including the right to use, remove and dispose of improvements, shall
22 commence upon the consummation of this transaction.
- 23 7. WARRANTIES AND REPRESENTATIONS. The Parties makes the following
24 representations and warranties and that all such representations and warranties are to be
25 true and correct as the consummation of this transaction:
- 26 A. The SELLER and BUYER have each taken the respective required actions to
27 permit the execution, delivery, and performance of obligations under this
28 Agreement.
- B. The SELLER and BUYER each respectively have the power and authority to
execute and deliver this Agreement and to carry out its obligations hereunder are,
or at the Closing Date or consummation of the transaction will be, legal , valid,
and binding obligation respectively of each party and can consummate the
transaction contemplated herein.
8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
designee, serves as the representative on behalf of SELLER for the purpose of
administering and performing administrative or ministerial actions necessary to
complete this transaction, including executing any other related escrow forms or
documents to consummate the purchase.
9. NOTICES. All notices and demands shall be given in writing by certified mail, postage
prepaid, and return receipt requested, or by personal delivery. Notices shall be
considered given upon the earlier of (a) personal delivery, (b) two (2) business days

1 following deposit in the United States mail, postage prepaid, certified or registered,
 2 return receipt requested, or (c) one (1) business day following deposit with an overnight
 3 carrier service. Notices shall be addressed as provided below for the respective party.
 4 The parties agree, however, that if any party gives notice in writing of a change of
 name or address to the other party, notices to such party shall thereafter be given as
 demanded in that notice:

5 SELLER: Riverside County Flood Control
 6 and Water Conservation District
 1995 Market Street
 7 Riverside, CA 92501
 Attn: Patricia Villa

8 BUYER: Louise M Mierzwik
 9 957 4th Street
 10 Calimesa, CA 92320

11 COPY TO: Riverside County Counsel
 12 3960 Orange Street, Suite 500
 Riverside, CA 92501-3674
 13 Attn: Synthia M. Gunzel
 Deputy County Counsel

14 10. MISCELLANEOUS.

- 15 A. Default. In the event of a material breach or material default under this
 16 Agreement by either the BUYER or SELLER, the non-defaulting party shall
 17 have, in addition to all rights available at law or equity, the right to terminate this
 18 Agreement by delivering written notice thereof to the defaulting party, and if
 BUYER is the non-defaulting party, the BUYER shall thereupon promptly
 receive a refund of all prior deposits, if any.
- 19 B. Further Instructions. Each party agrees to execute such other and further
 20 instructions as may be necessary or proper in order to consummate the transaction
 21 contemplated by this Agreement.
- 22 D. Amendments. Any amendments to this Agreement shall be effective only in
 23 writing and when duly executed by both the BUYER and SELLER.
- 24 E. Applicable Law. This Agreement shall be construed and interpreted under, and
 25 governed and enforced according to the laws of the State of California. Venue for
 any proceeding related to this Agreement shall be in the County of Riverside.
- 26 F. Entire Agreement. This Agreement contains the entire agreement between the
 27 undersigned parties respecting the subject matter set forth herein, and expressly
 28 supersedes all previous or contemporaneous agreements, understandings,
 representations, or statements between the parties respecting said subject matter
 (whether oral or in writing). No person is authorized to make, and by execution
 hereof SELLER and BUYER acknowledge that no person has made, any

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representation, warranty, guaranty or promise except as set forth herein: and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

H. Time of Essence. The parties acknowledge that time is of the essence in this Agreement.

I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

J. Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

L. 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.

M. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

11. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting parties.

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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and
2 year set forth hereinabove.

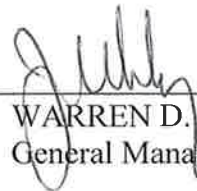
3 MAILING ADDRESS OF SELLER

4 1995 Market Street
5 Riverside, CA. 92501

SELLER:

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

7 **RECOMMENDED FOR APPROVAL**

8 By: 
9 WARREN D. WILLIAMS
10 General Manager-Chief Engineer

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


11 MAILING ADDRESS OF BUYER

12 957 4th Street
13 Calimesa, CA 92320

BUYER:

LOUISE M. MIERZWIK

14 Date: 9/20/14

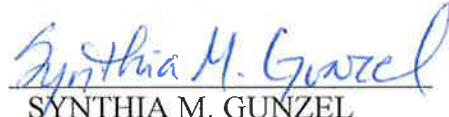
By: 

17 APPROVED AS TO FORM:

18 GREGORY P. PRIAMOS
19 County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

20 By: 
21 SYNTHIA M. GUNZEL
22 Deputy County Counsel

By: _____
Deputy

(Seal)

24
25 PVV:rlp
09/23/14

26 Calimesa Channel
27 Project No. 5-0-00160
APN 410-020-023
28 RCFC Parcel No. 5160-15B2

Exhibit "A"

**Calimesa Channel
Parcel 5160-15B2**

Being a portion of Parcel 5160-15B of Record of Survey as shown on Book 57, Pages 41 through 47, records of Riverside County, State of California, within the city of Calimesa, described as follows:

All that portion of said Parcel 5160-15B lying within the southerly prolongations of the east and west lines of Parcel 1 as described in Instrument No. 2004-1006031, recorded December 20, 2004, records of said County.



William R. Hofferber Jr.

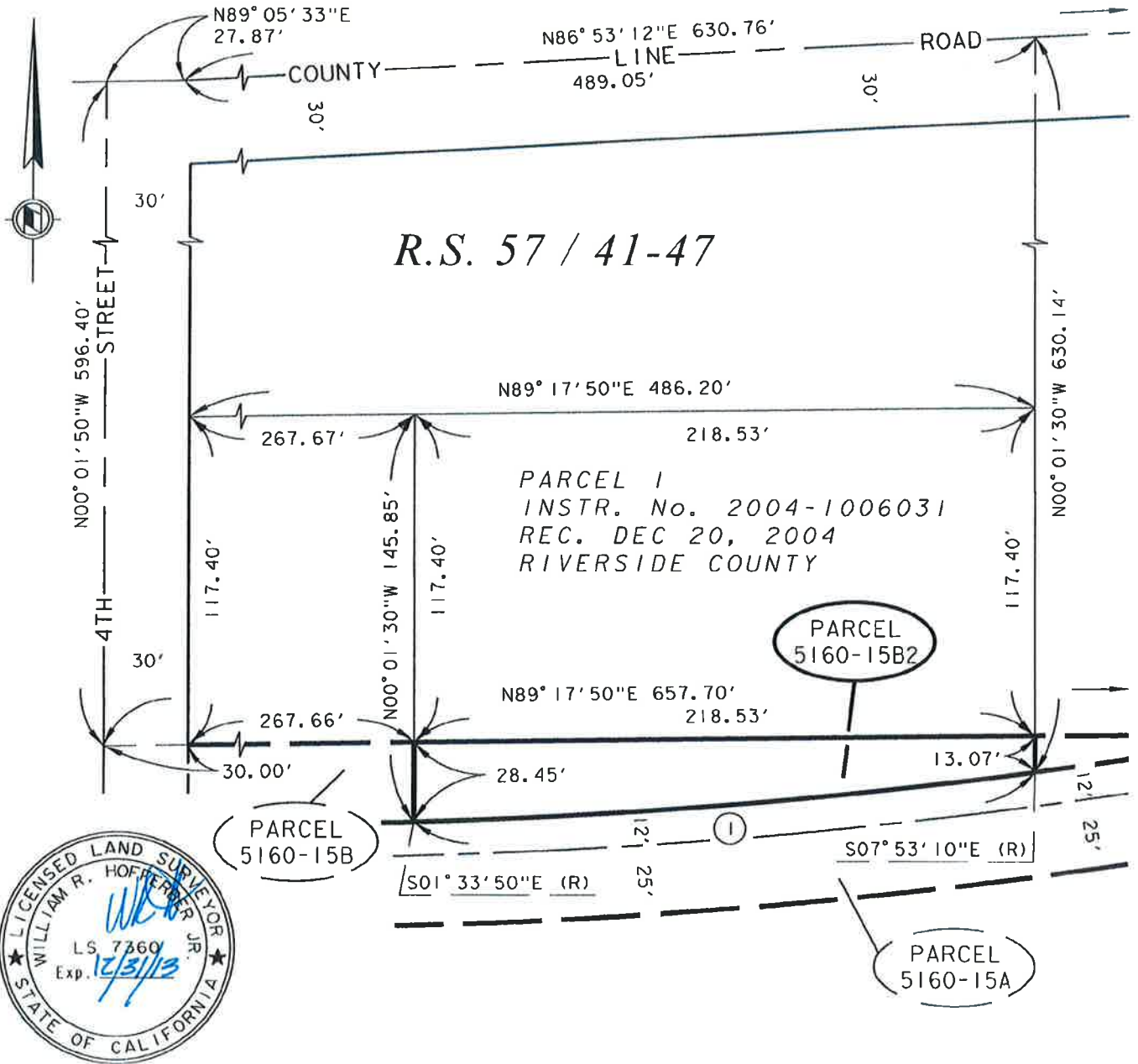
WILLIAM R. HOFFERBER JR.

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

Date: 25 JULY, 2013

Exhibit "B"

BEING A PORTION OF PARCEL 5160-15B OF RECORD OF SURVEY AS SHOWN ON BOOK 57, PAGES 41 THROUGH 47, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CALIMESA.



William R. Hoffer Jr.
 DATE: 25 JULY, 2013

CURVE DATA					
○	△	=	R =	T =	L =
1			1988.00'	109.79'	219.36'

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

PROJECT NAME: CALIMESA CHANNEL		SCALE: NO SCALE	PREPARED BY: DAB
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):	JUL-08-2013	SHEET NO. 1 OF 1
	PARCEL 5160-15B2		

1 Project: Calimesa Channel
2 Project No. 5-0-00160
3 APN 410-100-026
4 RCFC Parcel No. 5160-27B1

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

6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
7 ("Agreement"), is entered into this ____ day of _____, 2015 by and between the
8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
9 body politic, (hereinafter called "DISTRICT" or "SELLER") and MICHAEL DE SOUCY, an
unmarried man AND MICHELE SABATANO, an unmarried woman, as tenants in common,
(hereinafter called "BUYER") sometimes referred to as "Parties", for acquisition by BUYER of
certain real property hereinafter set forth.

10 **RECITALS**

- 11 A. SELLER is the owner of certain fee simple interest in real property located within the
12 City of Calimesa, County of Riverside, State of California, with Assessor's Parcel No.
13 410-100-026, ("Seller Property") whereby a portion of Seller property consisting of an
14 approximately 0.03 acre (1,508 sq. ft.) of land, is no longer needed for the District's
15 purposes for the Calimesa Channel; said portion is also identified as RCFC Parcel No.
5160-27B1 (Property)". The Property has been declared as surplus by the Board of
Supervisors for the District on December 17, 2013.
- 16 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
17 described herein and pursuant to the terms and conditions herein this Agreement.

18 **IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

- 19 1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt and
20 adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and
21 BUYER agrees to purchase from SELLER, upon the terms and for the consideration
22 set forth in this Agreement, the following interests in certain real property, located in
23 Riverside County, California, identified as RCFC Parcel No. 5160-27B1, being an
approximately 0.03 acre (1,508 sq. ft.) portion of land within Riverside County
Assessor's Parcel No. 410-100-026. The property is depicted on Plat Map identified
as Attachment "1", attached hereto and by this reference incorporated herein, and
legally described and depicted as follows:

24 **SEE EXHIBITS "A" AND "B" ATTACHED HERETO**
25 **AND BY THIS REFERENCE MADE A PART HEREOF**

- 26 2. PURCHASE PRICE. The total purchase price to be paid by Buyer is Eight Hundred
27 Dollars (\$800.00) which is specifically agreed by the Parties to be the full amount of
28 compensation due and owing to the SELLER for the real property interest by said
Deed in favor of the BUYER. BUYER shall tender payment, within thirty (30) days
from the approval by the Board of Supervisors of the Riverside County Flood

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Control and Water Conservation District, of the entire purchase price to the SELLER.

- 3. PROPERTY SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property.
- 4. NECESSARY INSTRUMENTS. Upon the approval by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, SELLER will execute a Quitclaim Deed, substantially in the form attached hereto and referenced as Exhibit "C" sufficient for recording, conveying the Property described in said Exhibits "A" and "B", to the BUYER. SELLER shall cause recordation of the Quitclaim Deed once BUYER has submitted payment of the Purchase Price and SELLER has verified receipt thereof. BUYER and SELLER shall provide any additional instruments as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all documents necessary to complete the transfer of the property.
- 5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property to be conveyed to them at all reasonable times prior to close of this transaction for the purpose of making necessary or appropriate inspections.
- 6. POSSESSION OF PROPERTY. The right of possession and use of the Property by BUYER, including the right to use, remove and dispose of improvements, shall commence upon the consummation of this transaction.
- 7. WARRANTIES AND REPRESENTATIONS. The Parties makes the following representations and warranties and that all such representations and warranties are to be true and correct as the consummation of this transaction:
 - A. The SELLER and BUYER have each taken the respective required actions to permit the execution, delivery, and performance of obligations under this Agreement.
 - B. The SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date or consummation of the transaction will be, legal , valid, and binding obligation respectively of each party and can consummate the transaction contemplated herein.
- 8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his designee, serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.

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9. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. Notices shall be addressed as provided below for the respective party. The parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

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SELLER: Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attn: Greg Walker

11
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13

BUYER: Michael De Soucy and
Michele Sabatano
913 2nd Street
Calimesa, CA 92320-1201

14
15
16

COPY TO: Riverside County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501-3674
Attn: Synthia M. Gunzel
Deputy County Counsel

17
18

10. MISCELLANEOUS.

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- A. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement by delivering written notice thereof to the defaulting party, and if BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any.
- B. Further Instructions. Each party agrees to execute such other and further instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- C. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER.
- D. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- E. Entire Agreement. This Agreement contains the entire agreement between the

1 undersigned parties respecting the subject matter set forth herein, and expressly
2 supersedes all previous or contemporaneous agreements, understandings,
3 representations, or statements between the parties respecting said subject matter
4 (whether oral or in writing). No person is authorized to make, and by execution
5 hereof SELLER and BUYER acknowledge that no person has made, any
6 representation, warranty, guaranty or promise except as set forth herein: and no
7 agreement, statement, representation or promise made by any such person
8 which is not contained herein shall be valid or binding on SELLER or BUYER.

9 F. Successors and Assigns. This Agreement shall be binding upon and inure to the
10 benefit of the heirs, executors, administrators, successors and assigns of the
11 parties hereto.

12 G. Time of Essence. The parties acknowledge that time is of the essence in this
13 Agreement.

14 H. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
15 specific provisions of this Agreement is intended to be exclusive of any other
16 remedy and each and every remedy shall be cumulative and shall be in addition
17 to every other remedy given hereunder or now or hereafter existing at law or in
18 equity or by statute or otherwise.

19 I. Interpretation and Construction. The parties agree that each party has reviewed
20 this Agreement and that each has had the opportunity to have their legal counsel
21 review and revise this Agreement and that any rule of construction to the effect
22 that ambiguities are to be resolved against the drafting party shall not apply in
23 the interpretation of this Agreement or any amendments or Exhibits thereto. In
24 this Agreement the neutral gender includes the feminine and masculine, and
25 singular number includes the plural, and the words "person" and "party" include
26 corporation, partnership, firm, trust, or association wherever the context so
27 requires. The recitals and captions of the sections and subsections of this
28 Agreement are for convenience and reference only, and the words contained
therein shall in no way be held to explain, modify, amplify or aid in the
interpretation, construction or meaning of the provisions of this Agreement.

J. Counterparts. This Agreement may be executed in counterparts, each of which
so executed shall, irrespective of the date of its execution and delivery, be
deemed an original, and all such counterparts together shall constitute one and
the same instrument.

K. 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.

L. ASSIGNMENT. BUYER may assign its rights under this Agreement or may
designate a nominee to acquire the Property, provided, however, that any such
assignment or designation shall not relieve BUYER of any of its obligations
under this Agreement.

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11. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting parties.

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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and
2 year set forth hereinabove.

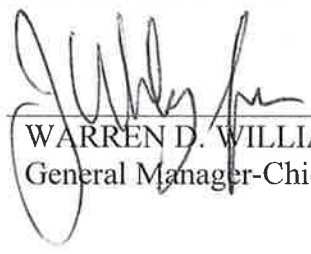
3 MAILING ADDRESS OF SELLER

4 1995 Market Street
5 Riverside, CA 92501

SELLER:

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

7 **RECOMMENDED FOR APPROVAL**

8 By: 
9 WARREN D. WILLIAMS
10 General Manager-Chief Engineer

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

11 MAILING ADDRESS OF BUYER

12 913 2nd Street
13 Calimesa, CA 92320-1201

BUYER:

MICHAEL DE SOUCY

14
15 Date: 4/23/2015


By: _____
MICHELE SABATANO

16
17
18 Date: 4-23-15


By: Michael Sabatano

19 APPROVED AS TO FORM:

20 GREGORY PRIAMOS
21 County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

22
23 By: 
24 Synthia M. Gunzel
25 Deputy County Counsel

By: _____
Deputy

(Seal)

26 PVV:rlp
27 4/22/15

28 Project: Calimesa Channel
Project No. 5-0-00160
APN 410-100-026
RCFC Parcel No. 5160-27B1

ATTACHMENT

“1”

Exhibit "A"

**Calimesa Channel
Parcel 5160-27B1**

Being a portion of Parcel 5160-27B of Record of Survey as shown on Book 69, Pages 73 through 76, records of Riverside County, State of California, within the city of Calimesa, described as follows:

All that portion of said Parcel 5160-27B lying westerly of the southerly prolongation of the east line of that certain parcel described in Instrument No. 148231, recorded April 27, 1992, records of said County.





WILLIAM R. HOFFERBER JR.

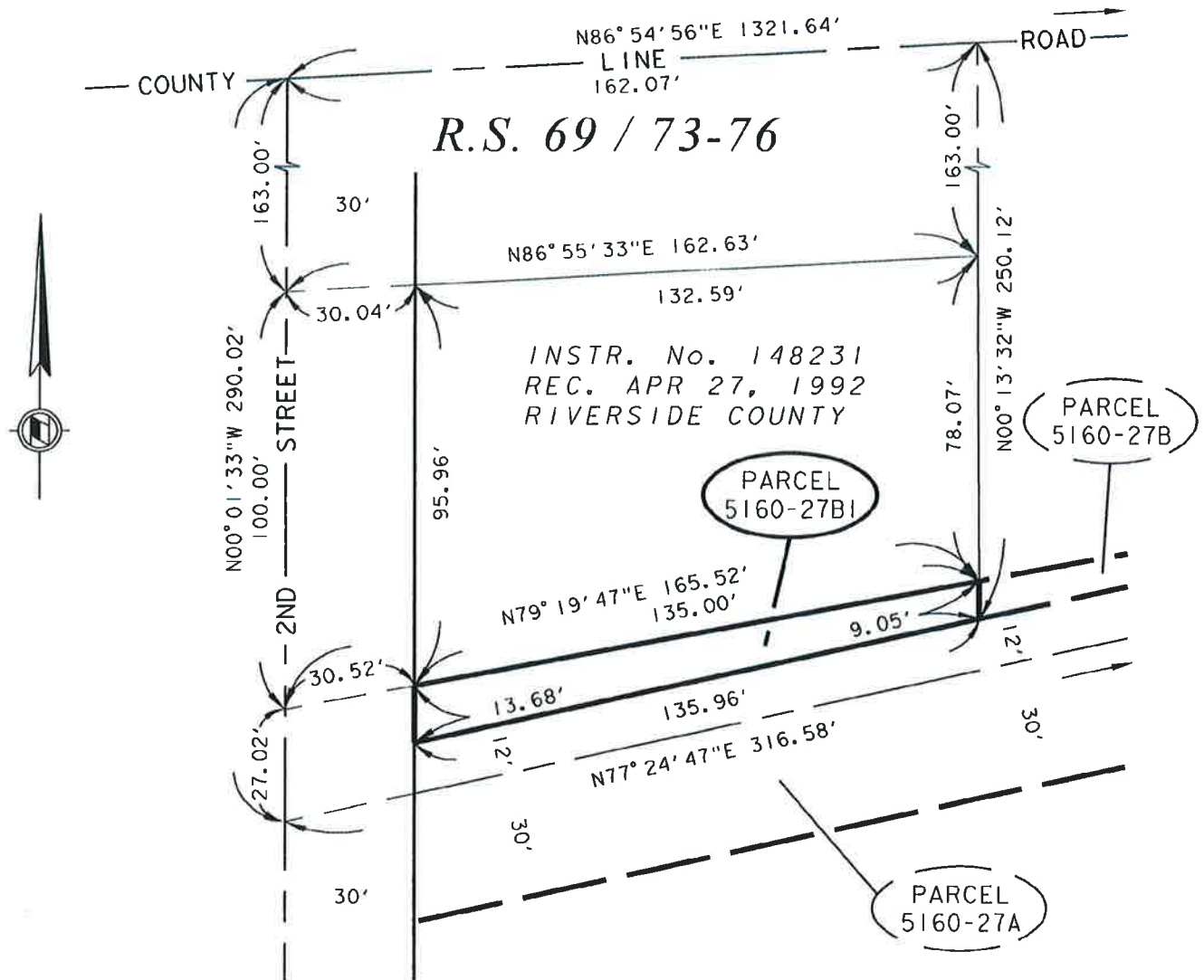
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 25 JULY, 2013

Exhibit "B"

BEING A PORTION OF PARCEL 5160-27B OF RECORD OF SURVEY AS SHOWN ON BOOK 69, PAGES 73 THROUGH 76, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CALIMESA.



William R. Hoffeber, Jr.

DATE: 25 JULY, 2013

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

PROJECT NAME: CALIMESA CHANNEL		SCALE: NO SCALE	PREPARED BY: DAB
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 5160-27B1	JUN-24-2013	SHEET NO. 1 OF 1

1 Project: Calimesa Channel
Project No. 5-0-00160
2 APN: 410-100-026
3 RCFC Parcel No. 5160-27B2

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

5 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
6 ("Agreement"), is entered into this ____ day of _____, 2015 by and between the
7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
8 body politic, (hereinafter called "DISTRICT" or "SELLER") and JOSEPH H. GARCIA AND
9 ANGELICA D. GARCIA, Trustees of the Garcia Family Trust dated November 3, 1986,
10 (hereinafter called "BUYER") sometimes referred to as "Parties", for acquisition by BUYER of
11 certain real property hereinafter set forth.

12 **RECITALS**

- 13 A. SELLER is the owner of certain fee simple interest in real property located within the
14 City of Calimesa, County of Riverside, State of California, with Assessor's Parcel No.
15 410-100-026, ("Seller Property") whereby a portion of Seller property consisting of an
16 approximately 0.01 acre (592 sq. ft.) of land, is no longer needed for the District's
17 purposes for the Calimesa Channel; said portion is also identified as RCFC Parcel No.
18 5160-27B2 (Property"). The Property has been declared as surplus by the Board of
19 Supervisors for the District on December 17, 2013.
- 20 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
21 described herein and pursuant to the terms and conditions herein this Agreement.

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

- 23 1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt
24 and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER
25 and BUYER agrees to purchase from SELLER, upon the terms and for the
26 consideration set forth in this Agreement, the following interests in certain real
27 property, located in Riverside County, California, identified as RCFC Parcel No.
28 5160-27B2, being an approximately 0.01 acre (592 sq. ft.) portion of land within
Riverside County Assessor's Parcel No. 410-100-026. The property is depicted on
Plat Map identified as Attachment "1", attached hereto and by this reference
incorporated herein, and legally described and depicted as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

- 2. PURCHASE PRICE. The total purchase price to be paid by Buyer is Two Hundred
Fifty Dollars (\$250.00) which is specifically agreed by the Parties to be the full
amount of compensation due and owing to the SELLER for the real property
interest by said Deed in favor of the BUYER. BUYER shall tender payment,
within thirty (30) days from the approval by the Board of Supervisors of the
Riverside County Flood Control and Water Conservation District, of the entire
purchase price to the SELLER.

- 1 3. PROPERTY SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the
2 Property is sold in "as-is" condition, as of the date of this agreement, without
3 warranty, and that SELLER is not responsible for making corrections or repairs of
4 any nature. BUYER further acknowledges that SELLER has made no
5 representations or warranties regarding the Property.
- 6 4. NECESSARY INSTRUMENTS. Upon the approval by the Board of Supervisors
7 of the Riverside County Flood Control and Water Conservation District, SELLER
8 will execute a Quitclaim Deed, substantially in the form attached hereto and
9 referenced as Exhibit "C" sufficient for recording, conveying the Property
10 described in said Exhibits "A" and "B", to the BUYER. SELLER shall cause
11 recordation of the Quitclaim Deed once BUYER has submitted payment of the
12 Purchase Price and SELLER has verified receipt thereof. BUYER and SELLER
13 shall provide any additional instruments as may be necessary to complete this
14 transaction. BUYER and SELLER hereby agree to cooperate with the execution of
15 all documents necessary to complete the transfer of the property.
- 16 5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER,
17 or its authorized agents, permission to enter upon the Property to be conveyed to
18 them at all reasonable times prior to close of this transaction for the purpose of
19 making necessary or appropriate inspections.
- 20 6. POSSESSION OF PROPERTY. The right of possession and use of the Property by
21 BUYER, including the right to use, remove and dispose of improvements, shall
22 commence upon the consummation of this transaction.
- 23 7. WARRANTIES AND REPRESENTATIONS. The Parties makes the following
24 representations and warranties and that all such representations and warranties are
25 to be true and correct as the consummation of this transaction:
- 26 A. The SELLER and BUYER have each taken the respective required actions to
27 permit the execution, delivery, and performance of obligations under this
28 Agreement.
- B. The SELLER and BUYER each respectively have the power and authority to
 execute and deliver this Agreement and to carry out its obligations hereunder
 are, or at the Closing Date or consummation of the transaction will be, legal ,
 valid, and binding obligation respectively of each party and can consummate
 the transaction contemplated herein.
8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
 designee, serves as the representative on behalf of SELLER for the purpose of
 administering and performing administrative or ministerial actions necessary to
 complete this transaction, including executing any other related escrow forms or
 documents to consummate the purchase.
9. NOTICES. All notices and demands shall be given in writing by certified mail,
 postage prepaid, and return receipt requested, or by personal delivery. Notices shall
 be considered given upon the earlier of (a) personal delivery, (b) two (2) business

1 days following deposit in the United States mail, postage prepaid, certified or
2 registered, return receipt requested, or (c) one (1) business day following deposit
3 with an overnight carrier service. Notices shall be addressed as provided below for
4 the respective party. The parties agree, however, that if any party gives notice in
writing of a change of name or address to the other party, notices to such party shall
thereafter be given as demanded in that notice:

5 SELLER: Riverside County Flood Control
6 and Water Conservation District
7 1995 Market Street
8 Riverside, CA 92501
9 Attn: Greg Walker

10 BUYER: Mr. Joseph H. Garcia
11 Mrs. Angelica D. Garcia
12 558 N. Alta Vista Avenue
13 Monrovia, CA 91016

14 COPY TO: Riverside County Counsel
15 3960 Orange Street, Suite 500
16 Riverside, CA 92501-3674
17 Attn: Synthia M. Gunzel
18 Deputy County Counsel

19 10. MISCELLANEOUS.

20 A. Default. In the event of a material breach or material default under this
21 Agreement by either the BUYER or SELLER, the non-defaulting party shall
22 have, in addition to all rights available at law or equity, the right to terminate
23 this Agreement by delivering written notice thereof to the defaulting party,
24 and if BUYER is the non-defaulting party, the BUYER shall thereupon
25 promptly receive a refund of all prior deposits, if any.

26 B. Further Instructions. Each party agrees to execute such other and further
27 instructions as may be necessary or proper in order to consummate the
28 transaction contemplated by this Agreement.

C. Amendments. Any amendments to this Agreement shall be effective only in
writing and when duly executed by both the BUYER and SELLER.

D. Applicable Law. This Agreement shall be construed and interpreted under,
and governed and enforced according to the laws of the State of California.
Venue for any proceeding related to this Agreement shall be in the County of
Riverside.

E. Entire Agreement. This Agreement contains the entire agreement between the
undersigned parties respecting the subject matter set forth herein, and
expressly supersedes all previous or contemporaneous agreements,
understandings, representations, or statements between the parties respecting

1 said subject matter (whether oral or in writing). No person is authorized to
2 make, and by execution hereof SELLER and BUYER acknowledge that no
3 person has made, any representation, warranty, guaranty or promise except as
4 set forth herein: and no agreement, statement, representation or promise made
5 by any such person which is not contained herein shall be valid or binding on
6 SELLER or BUYER.

- 7
- 8 F. Successors and Assigns. This Agreement shall be binding upon and inure to
9 the benefit of the heirs, executors, administrators, successors and assigns of
10 the parties hereto.
- 11 G. Time of Essence. The parties acknowledge that time is of the essence in this
12 Agreement.
- 13 H. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
14 specific provisions of this Agreement is intended to be exclusive of any other
15 remedy and each and every remedy shall be cumulative and shall be in
16 addition to every other remedy given hereunder or now or hereafter existing at
17 law or in equity or by statute or otherwise.
- 18 I. Interpretation and Construction. The parties agree that each party has
19 reviewed this Agreement and that each has had the opportunity to have their
20 legal counsel review and revise this Agreement and that any rule of
21 construction to the effect that ambiguities are to be resolved against the
22 drafting party shall not apply in the interpretation of this Agreement or any
23 amendments or Exhibits thereto. In this Agreement the neutral gender
24 includes the feminine and masculine, and singular number includes the plural,
25 and the words "person" and "party" include corporation, partnership, firm,
26 trust, or association wherever the context so requires. The recitals and
27 captions of the sections and subsections of this Agreement are for
28 convenience and reference only, and the words contained therein shall in no
way be held to explain, modify, amplify or aid in the interpretation,
construction or meaning of the provisions of this Agreement.
- J. Counterparts. This Agreement may be executed in counterparts, each of
which so executed shall, irrespective of the date of its execution and delivery,
be deemed an original, and all such counterparts together shall constitute one
and the same instrument.
- K. 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.
- L. ASSIGNMENT. BUYER may assign its rights under this Agreement or may
designate a nominee to acquire the Property, provided, however, that any such
assignment or designation shall not relieve BUYER of any of its obligations
under this Agreement.

11. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting parties.

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

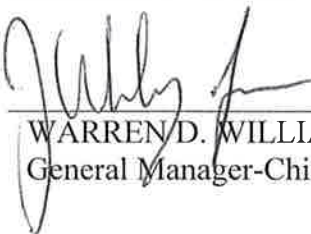
MAILING ADDRESS OF SELLER

1995 Market Street
Riverside, CA 92501

SELLER:

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

RECOMMENDED FOR APPROVAL

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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


MAILING ADDRESS OF BUYER

558 N. Alta Vista Avenue
Monrovia, CA 91016

BUYER:

JOSEPH H. GARCIA

Date: 11/03/14

By: 

ANGELICA D. GARCIA

Date: 11/03/14


By: 

APPROVED AS TO FORM:

GREGORY PRIAMOS
County Counsel

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Synthia M. Gunzel
Deputy County Counsel

By: _____
Deputy

(Seal)

PVV:rlp
10/21/14
Project: Calimesa Channel
Project No. 5-0-00160
~~APR 11 2015~~
RCFC Parcel No. 5160-27B2

ATTACHMENT

“1”

Exhibit "A"

**Calimesa Channel
Parcel 5160-27B2**

Being a portion of Parcel 5160-27B of Record of Survey as shown on Book 69, Pages 73 through 76, records of Riverside County, State of California, within the city of Calimesa, described as follows:

All that portion of said Parcel 5160-27B lying within the southerly prolongations of the east and west lines of that certain parcel described in Instrument No. 2002-107828, recorded March 1, 2002, records of said County.



William R. Hofferber Jr.

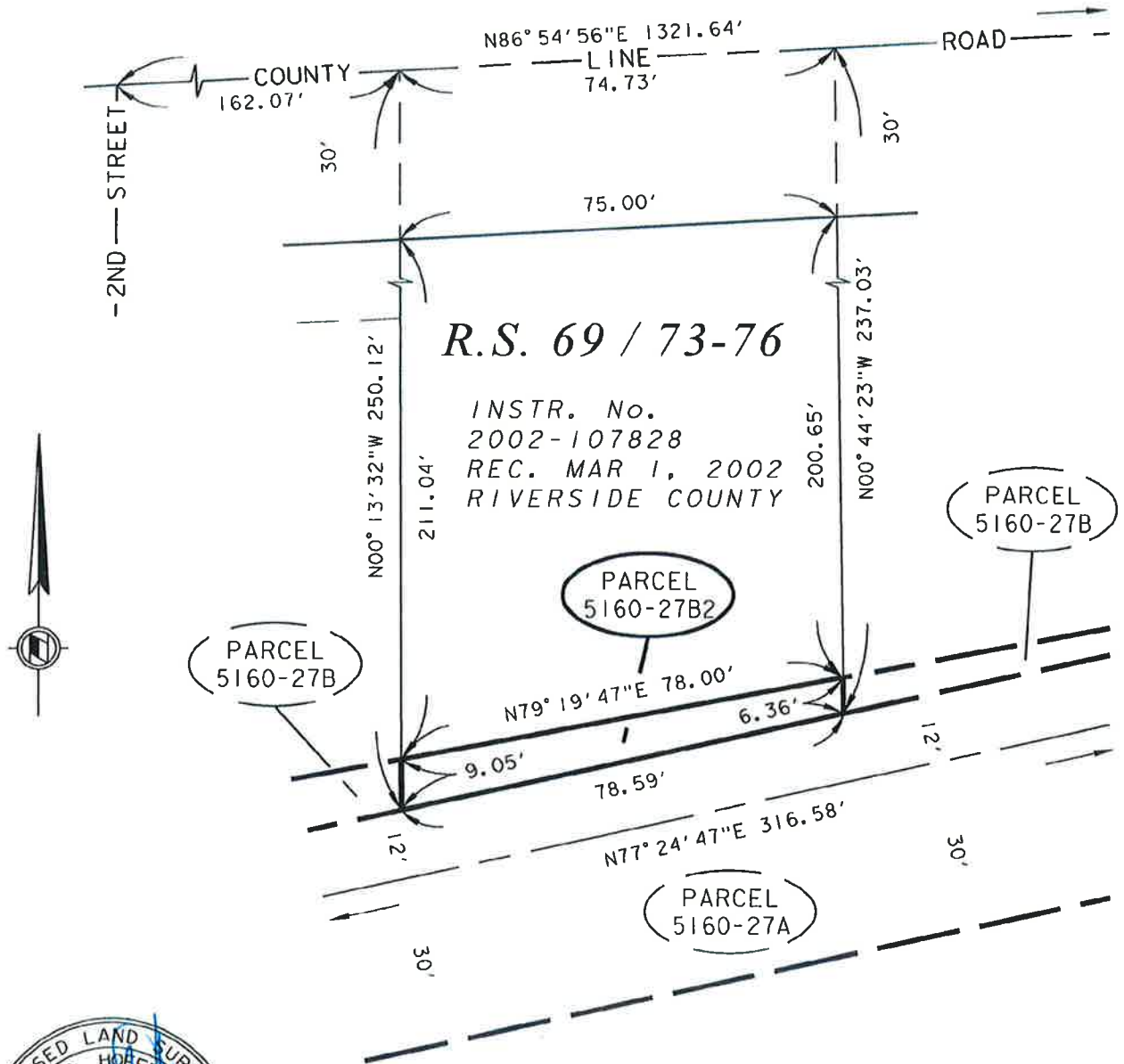
WILLIAM R. HOFFERBER JR.

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

Date: 25 JULY, 2013

Exhibit "B"

BEING A PORTION OF PARCEL 5160-27B OF RECORD OF SURVEY AS SHOWN ON BOOK 69, PAGES 73 THROUGH 76, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CALIMESA.



William R. Hoffeber, Jr.

DATE: 25 JULY, 2013

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

PROJECT NAME: CALIMESA CHANNEL		SCALE: NO SCALE	PREPARED BY: DAB
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 5160-27B2	JUN-24-2013	SHEET NO. 1 OF 1

1 Calimesa Channel
2 Project No. 5-0-00160
3 APN 410-100-026
4 RCFC Parcel No. 5160-27B3

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

6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
7 ("Agreement"), is entered into this ____ day of _____, 2015 by and between the
8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
9 body politic, (hereinafter called "DISTRICT" or "SELLER") and JUAN AND XOCHITL
10 RIVERA, husband and wife as joint tenants (hereinafter called "BUYER") sometimes referred to
11 as "Parties", for acquisition by BUYER of certain real property hereinafter set forth.

12 **RECITALS**

- 13 A. SELLER is the owner of certain fee simple interest in real property located within the
14 City of Calimesa, County of Riverside, State of California, with Assessor's Parcel No.
15 410-100-026, ("Seller Property") whereby a portion of Seller property consisting of an
16 approximately 0.01 acre (484 sq. ft.) of land, is no longer needed for the District's
17 purposes for the Calimesa Channel; said portion is also identified as RCFC Parcel No.
18 5160-27B3 (Property)". The Property has been declared as surplus by the Board of
19 Supervisors for the District on December 17, 2013.
- 20 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
21 described herein and pursuant to the terms and conditions herein this Agreement.

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

- 23 1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt and
24 adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and
25 BUYER agrees to purchase from SELLER, upon the terms and for the consideration set
26 forth in this Agreement, the following interests in certain real property, located in
27 Riverside County, California, identified as RCFC Parcel No. 5160-27B3, being an
28 approximately 0.01 acre (484 sq. ft.) portion of land within Riverside County Assessor's
Parcel No. 410-100-026. The property is depicted on Plat Map identified as Exhibit "B",
attached hereto and by this reference incorporated herein, and legally described and
depicted as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

- 2. PURCHASE PRICE. The total purchase price to be paid by Buyer is Five Hundred
Dollars even (\$500.00) which is specifically agreed by the Parties to be the full amount of
compensation due and owing to the SELLER for the real property interest by said Deed
in favor of the BUYER. BUYER shall tender payment, within thirty (30) days from the
approval by the Board of Supervisors of the Riverside County Flood Control and Water
Conservation District, of the entire purchase price to the SELLER.

- 1 3. PROPERTY SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the Property
2 is sold in "as-is" condition, as of the date of this agreement, without warranty, and that
3 SELLER is not responsible for making corrections or repairs of any nature. BUYER
4 further acknowledges that SELLER has made no representations or warranties regarding
5 the Property.
- 6 4. NECESSARY INSTRUMENTS. Upon the approval by the Board of Supervisors of the
7 Riverside County Flood Control and Water Conservation District, SELLER will execute
8 a Quitclaim Deed, substantially in the form attached hereto and referenced as Exhibit "C"
9 sufficient for recording, conveying the Property described in said Exhibits "A" and "B",
10 to the BUYER. SELLER shall cause recordation of the Quitclaim Deed once BUYER
11 has submitted payment of the Purchase Price and SELLER has verified receipt thereof.
12 BUYER and SELLER shall provide any additional instruments as may be necessary to
13 complete this transaction. BUYER and SELLER hereby agree to cooperate with the
14 execution of all documents necessary to complete the transfer of the property.
- 15 5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its
16 authorized agents, permission to enter upon the Property to be conveyed to them at all
17 reasonable times prior to close of this transaction for the purpose of making necessary or
18 appropriate inspections.
- 19 6. POSSESSION OF PROPERTY. The right of possession and use of the Property by
20 BUYER, including the right to use, remove and dispose of improvements, shall
21 commence upon the consummation of this transaction.
- 22 7. WARRANTIES AND REPRESENTATIONS. The Parties makes the following
23 representations and warranties and that all such representations and warranties are to be
24 true and correct as the consummation of this transaction:
- 25 A. The SELLER and BUYER have each taken the respective required actions to
26 permit the execution, delivery, and performance of obligations under this
27 Agreement.
- 28 B. The SELLER and BUYER each respectively have the power and authority to
execute and deliver this Agreement and to carry out its obligations hereunder are,
or at the Closing Date or consummation of the transaction will be, legal , valid,
and binding obligation respectively of each party and can consummate the
transaction contemplated herein.
8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
designee, serves as the representative on behalf of SELLER for the purpose of
administering and performing administrative or ministerial actions necessary to complete
this transaction, including executing any other related escrow forms or documents to
consummate the purchase.
9. NOTICES. All notices and demands shall be given in writing by certified mail, postage
prepaid, and return receipt requested, or by personal delivery. Notices shall be
considered given upon the earlier of (a) personal delivery, (b) two (2) business days
following deposit in the United States mail, postage prepaid, certified or registered, return

1 receipt requested, or (c) one (1) business day following deposit with an overnight carrier
 2 service. Notices shall be addressed as provided below for the respective party. The
 3 parties agree, however, that if any party gives notice in writing of a change of name or
 address to the other party, notices to such party shall thereafter be given as demanded in
 that notice:

4 SELLER: Riverside County Flood Control
 5 and Water Conservation District
 6 1995 Market Street
 7 Riverside, CA 92501
 Attn: Greg Walker

8 BUYER: Mr. Juan Rivera
 9 Mrs. Xochitl Rivera
 10 179 County Line Road
 Calimesa, CA 92320

11 COPY TO: Riverside County Counsel
 12 3960 Orange Street, Suite 500
 13 Riverside, CA 92501-3674
 Attn: Synthia M. Gunzel
 Deputy County Counsel

14 10. MISCELLANEOUS.

- 15 A. Default. In the event of a material breach or material default under this
 16 Agreement by either the BUYER or SELLER, the non-defaulting party shall
 17 have, in addition to all rights available at law or equity, the right to terminate this
 18 Agreement by delivering written notice thereof to the defaulting party, and if
 BUYER is the non-defaulting party, the BUYER shall thereupon promptly
 receive a refund of all prior deposits, if any.
- 19 B. Further Instructions. Each party agrees to execute such other and further
 20 instructions as may be necessary or proper in order to consummate the transaction
 contemplated by this Agreement.
- 21 D. Amendments. Any amendments to this Agreement shall be effective only in
 22 writing and when duly executed by both the BUYER and SELLER.
- 23 E. Applicable Law. This Agreement shall be construed and interpreted under, and
 24 governed and enforced according to the laws of the State of California. Venue for
 any proceeding related to this Agreement shall be in the County of Riverside.
- 25 F. Entire Agreement. This Agreement contains the entire agreement between the
 26 undersigned parties respecting the subject matter set forth herein, and expressly
 27 supersedes all previous or contemporaneous agreements, understandings,
 28 representations, or statements between the parties respecting said subject matter
 (whether oral or in writing). No person is authorized to make, and by execution
 hereof SELLER and BUYER acknowledge that no person has made, any

1 representation, warranty, guaranty or promise except as set forth herein: and no
2 agreement, statement, representation or promise made by any such person which
is not contained herein shall be valid or binding on SELLER or BUYER.

3 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
4 benefit of the heirs, executors, administrators, successors and assigns of the
parties hereto.

5 H. Time of Essence. The parties acknowledge that time is of the essence in this
6 Agreement.

7 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
8 specific provisions of this Agreement is intended to be exclusive of any other
9 remedy and each and every remedy shall be cumulative and shall be in addition to
every other remedy given hereunder or now or hereafter existing at law or in
10 equity or by statute or otherwise.

11 J. Interpretation and Construction. The parties agree that each party has reviewed
12 this Agreement and that each has had the opportunity to have their legal counsel
13 review and revise this Agreement and that any rule of construction to the effect
14 that ambiguities are to be resolved against the drafting party shall not apply in the
15 interpretation of this Agreement or any amendments or Exhibits thereto. In this
16 Agreement the neutral gender includes the feminine and masculine, and singular
17 number includes the plural, and the words "person" and "party" include
corporation, partnership, firm, trust, or association wherever the context so
requires. The recitals and captions of the sections and subsections of this
18 Agreement are for convenience and reference only, and the words contained
19 therein shall in no way be held to explain, modify, amplify or aid in the
20 interpretation, construction or meaning of the provisions of this Agreement.

21 K. Counterparts. This Agreement may be executed in counterparts, each of which so
22 executed shall, irrespective of the date of its execution and delivery, be deemed an
23 original, and all such counterparts together shall constitute one and the same
instrument.

24 L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to
25 be invalid or unenforceable to any extent, the remainder of this Agreement will
26 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.

27 M. ASSIGNMENT. BUYER may assign its rights under this Agreement or may
28 designate a nominee to acquire the Property, provided, however, that any such
assignment or designation shall not relieve BUYER of any of its obligations under
this Agreement.

11. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until
it is signed by each of the two transacting parties.

//
//

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and
2 year set forth hereinabove.


3 MAILING ADDRESS OF SELLER

4 1995 Market Street
5 Riverside, CA. 92501

SELLER:

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

6
7 **RECOMMENDED FOR APPROVAL**

8 By: 
9 WARREN D. WILLIAMS
10 General Manager-Chief Engineer

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

11 MAILING ADDRESS OF BUYER

12 179 County Line Road
13 Calimesa, CA 92320

BUYER:

JUAN RIVERA

14
15 Date: 9/23/14

By: 

XOCHITL RIVERA

16
17
18 Date: 9/23/14


By: 

19 APPROVED AS TO FORM:

20 GREGORY P. PRIAMOS
21 County Counsel

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

22
23 By: 
24 Synthia M. Gunzel
Deputy County Counsel

By: _____
Deputy

(Seal)

25 PVV:rlp
26 08/27/14

27 Calimesa Channel
Project No. 5-0-00160
28 APN 410-100-004
RCFC Parcel No. 5160-27B3


Exhibit "A"

**Calimesa Channel
Parcel 5160-27B3**

Being a portion of Parcel 5160-27B of Record of Survey as shown on Book 69, Pages 73 through 76, records of Riverside County, State of California, within the city of Calimesa, described as follows:

All that portion of said Parcel 5160-27B lying within the southerly prolongation of the east and west lines of that certain parcel described in Instrument No. 2005-0778852, recorded September 21, 2005, records of said County.

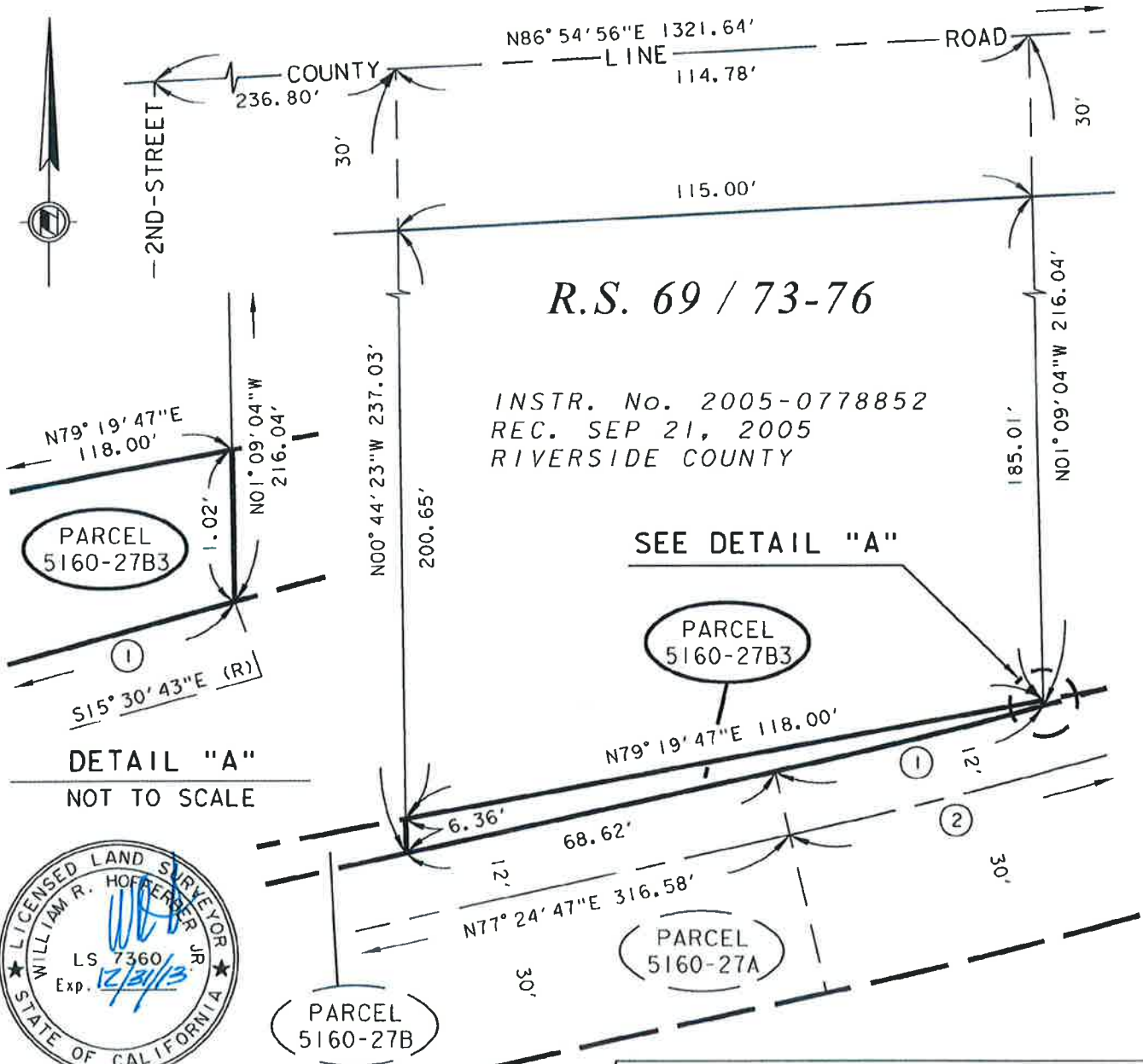




WILLIAM R. HOFFERBER JR.
Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District
Date: 25 JULY, 2013

Exhibit "B"

BEING A PORTION OF PARCEL 5160-27B OF RECORD OF SURVEY AS SHOWN ON BOOK 69, PAGES 73 THROUGH 76, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CALIMESA.



R.S. 69 / 73-76

INSTR. No. 2005-0778852
 REC. SEP 21, 2005
 RIVERSIDE COUNTY

PARCEL 5160-27B3

PARCEL 5160-27B3

PARCEL 5160-27A

PARCEL 5160-27B

DETAIL "A"
 NOT TO SCALE



William R. Hoffer
 DATE: 25 JULY 2013

CURVE DATA				
○	△ =	R =	T =	L =
1	02° 55' 30"	988.00'	25.23'	50.44'
2	12° 56' 31"	1000.00'	113.42'	225.88'

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

PROJECT NAME: CALIMESA CHANNEL		SCALE: NO SCALE	PREPARED BY: DAB
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 5160-27B3	JUN-24-2013	SHEET NO. 1 OF 1

1 Project: Calimesa Channel
Project No. 5-0-00160
2 APN 410-100-026
3 RCFC Parcel Nos. 5160-27B4 and 27C1

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

5 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
6 ("Agreement"), is entered into this _____ day of _____, 2015 by and between the
7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
8 body politic, (hereinafter called "DISTRICT" or "SELLER") and DAVID HANG VAN LAM
and CLAUDIA BANG LAM, husband and wife, as community property (hereinafter called
"BUYER") sometimes referred to as "Parties", for acquisition by BUYER of certain real
property hereinafter set forth.

9 **RECITALS**

10 SELLER is the owner of certain fee simple interest in real property located within the City
11 of Calimesa, County of Riverside, State of California, with Assessor's Parcel No. 410-100-026
12 ("Seller Property") whereby a portion of Seller property consisting of an approximate 0.02 acre
13 (930 sq. ft.) of land, is no longer needed for the District's purposes for the Calimesa Channel;
14 said portion is also identified as RCFC Parcel Nos. 5160-27B4 and 27C1 (Property"). The
Property has been declared as surplus by the Board of Supervisors for the District on December
17, 2013.

15 A. SELLER desires to sell and BUYER desires to purchase the Property as specifically
16 described herein and pursuant to the terms and conditions herein this Agreement.

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

18 1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt and
19 adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and
BUYER agrees to purchase from SELLER, upon the terms and for the consideration
20 set forth in this Agreement, the following interests in certain real property, located in
Riverside County, California, identified as RCFC Parcel Nos. 5160-27B4 and 27C1,
21 being an approximate 0.02 acre (930 sq. ft.) portion of land within Riverside County
Assessor's Parcel No. 410-100-026. The property is depicted on Plat Map identified
22 as Attachment "1", attached hereto and by this reference incorporated herein, and
legally described and depicted as follows:

23
24 SEE EXHIBITS "A" AND "B" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

25
26 2. PURCHASE PRICE. The total purchase price to be paid by BUYER is Four
Hundred Dollars (\$400.00) which is specifically agreed by the Parties to be the full
27 amount of compensation due and owing to the SELLER for the real property interest
by said Deed in favor of the BUYER. BUYER shall tender payment, within thirty
28 (30) days from the approval by the Board of Supervisors of the Riverside County
Flood Control and Water Conservation District, of the entire purchase price to the
SELLER.

- 1 3. PROPERTY SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the
2 Property is sold in "as-is" condition, as of the date of this agreement, without
3 warranty, and that SELLER is not responsible for making corrections or repairs of
4 any nature. BUYER further acknowledges that SELLER has made no representations
5 or warranties regarding the Property.
- 6 4. NECESSARY INSTRUMENTS. Upon the approval by the Board of Supervisors of
7 the Riverside County Flood Control and Water Conservation District, SELLER will
8 execute a Quitclaim Deed, substantially in the form attached hereto and referenced as
9 Exhibit "C" sufficient for recording, conveying the Property described in said
10 Exhibits "A" and "B", to the BUYER. SELLER shall cause recordation of the
11 Quitclaim Deed once BUYER has submitted payment of the Purchase Price and
12 SELLER has verified receipt thereof. BUYER and SELLER shall provide any
13 additional instruments as may be necessary to complete this transaction. BUYER and
14 SELLER hereby agree to cooperate with the execution of all documents necessary to
15 complete the transfer of the property.
- 16 5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or
17 its authorized agents, permission to enter upon the Property to be conveyed to them at
18 all reasonable times prior to close of this transaction for the purpose of making
19 necessary or appropriate inspections.
- 20 6. POSSESSION OF PROPERTY. The right of possession and use of the Property by
21 BUYER, including the right to use, remove and dispose of improvements, shall
22 commence upon the consummation of this transaction.
- 23 7. WARRANTIES AND REPRESENTATIONS. The Parties makes the following
24 representations and warranties and that all such representations and warranties are to
25 be true and correct as the consummation of this transaction:
- 26 A. The SELLER and BUYER have each taken the respective required actions to
27 permit the execution, delivery, and performance of obligations under this
28 Agreement.
- 29 B. The SELLER and BUYER each respectively have the power and authority to
30 execute and deliver this Agreement and to carry out its obligations hereunder are,
31 or at the Closing Date or consummation of the transaction will be, legal , valid,
32 and binding obligation respectively of each party and can consummate the
33 transaction contemplated herein.
- 34 8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
35 designee, serves as the representative on behalf of SELLER for the purpose of
36 administering and performing administrative or ministerial actions necessary to
37 complete this transaction, including executing any other related escrow forms or
38 documents to consummate the purchase.
- 39 9. NOTICES. All notices and demands shall be given in writing by certified mail,
40 postage prepaid, and return receipt requested, or by personal delivery. Notices shall
41 be considered given upon the earlier of (a) personal delivery, (b) two (2) business

1 days following deposit in the United States mail, postage prepaid, certified or
2 registered, return receipt requested, or (c) one (1) business day following deposit with
3 an overnight carrier service. Notices shall be addressed as provided below for the
4 respective party. The parties agree, however, that if any party gives notice in writing
5 of a change of name or address to the other party, notices to such party shall
6 thereafter be given as demanded in that notice:

5 SELLER: Riverside County Flood Control
6 and Water Conservation District
7 1995 Market Street
8 Riverside, CA 92501
9 Attn: Greg Walker

9 BUYER: David Hang Van Lam
10 Claudia Bang Lam
11 Post Office Box 3673
12 Alhambra, CA 91803

11 COPY TO: Riverside County Counsel
12 3960 Orange Street, Suite 500
13 Riverside, CA 92501-3674
14 Attn: Synthia M. Gunzel
15 Deputy County Counsel

15 10. MISCELLANEOUS.

16 A. Default. In the event of a material breach or material default under this
17 Agreement by either the BUYER or SELLER, the non-defaulting party shall
18 have, in addition to all rights available at law or equity, the right to terminate this
19 Agreement by delivering written notice thereof to the defaulting party, and if
20 BUYER is the non-defaulting party, the BUYER shall thereupon promptly
21 receive a refund of all prior deposits, if any.

21 B. Further Instructions. Each party agrees to execute such other and further
22 instructions as may be necessary or proper in order to consummate the transaction
23 contemplated by this Agreement.

23 C. Amendments. Any amendments to this Agreement shall be effective only in
24 writing and when duly executed by both the BUYER and SELLER.

24 D. Applicable Law. This Agreement shall be construed and interpreted under, and
25 governed and enforced according to the laws of the State of California. Venue for
26 any proceeding related to this Agreement shall be in the County of Riverside.

26 E. Entire Agreement. This Agreement contains the entire agreement between the
27 undersigned parties respecting the subject matter set forth herein, and expressly
28 supersedes all previous or contemporaneous agreements, understandings,
representations, or statements between the parties respecting said subject matter
(whether oral or in writing). No person is authorized to make, and by execution

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- hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein: and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.
- F. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- G. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement.
- H. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- I. Interpretation and Construction. The Parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- J. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- K. 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.
- L. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.
11. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting Parties.

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

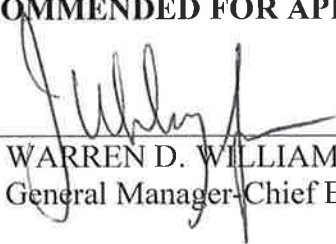
MAILING ADDRESS OF SELLER

1995 Market Street
Riverside, CA 92501

SELLER:

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

RECOMMENDED FOR APPROVAL

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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


MAILING ADDRESS OF BUYER

Post Office Box 3673
Alhambra, CA 91803

BUYER:

DAVID HANG VAN LAM

Date: 10/30/2014

By: 

CLAUDIA BANG LAM

Date: 10-30-14

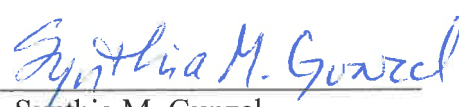
By: 

APPROVED AS TO FORM:

GREGORY PRIAMOS
County Counsel

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Synthia M. Gunzel
Deputy County Counsel

By: _____
Deputy

(Seal)

PVV:rlp
10/20/14
Project: Calimesa Channel
Project No. 5-0-00160
APN 410-100-022-016
RCFC Parcel Nos. 5160-27B4 and 27C1

ATTACHMENT

“1”

Exhibit "A"

**Calimesa Channel
Parcels 5160-27B4 & 5160-27C1**

Parcel 5160-27B4

Being a portion of Parcel 5160-27B of Record of Survey as shown on Book 69, Pages 73 through 76, records of Riverside County, State of California, within the city of Calimesa, described as follows:

All that portion of said Parcel 5160-27B lying easterly of the southerly prolongation of the west line of that certain parcel described in Instrument No. 2005-0584140, recorded July 21, 2005, records of said County.

Parcel 5160-27C1

Being a portion of Parcel 5160-27C of Record of Survey as shown on Book 69, Pages 73 through 76, records of Riverside County, State of California, within the city of Calimesa, described as follows:

All that portion of said Parcel 5160-27C lying westerly of the southerly prolongation of the east line of that certain parcel described in Instrument No. 2005-0584140, recorded July 21, 2005, records of said County.



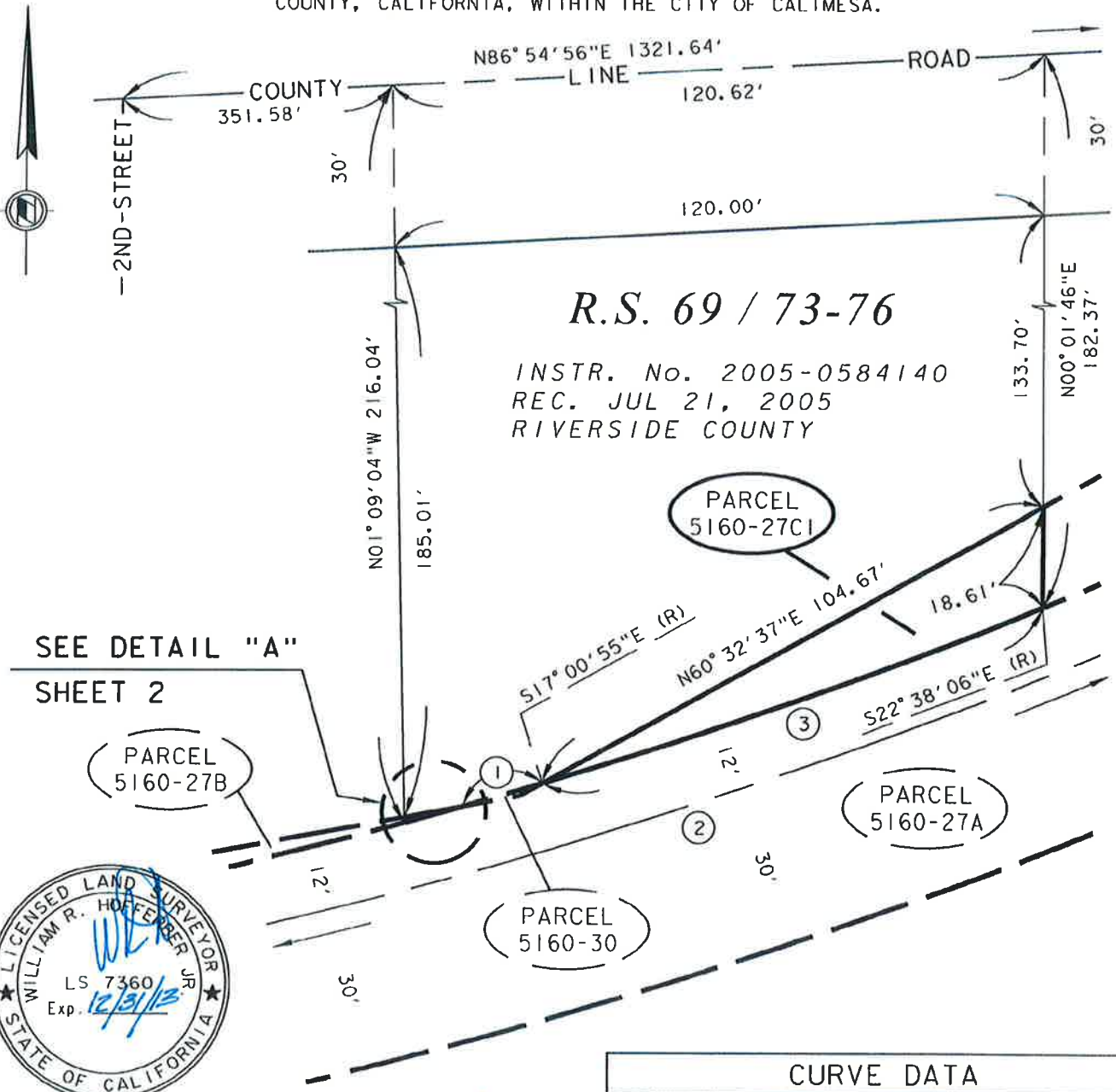

WILLIAM R. HOFFERBER JR.

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

Date: 25 July, 2013

Exhibit "B"

BEING A PORTION OF PARCELS 5160-27B & 5160-27C OF RECORD OF SURVEY AS SHOWN ON BOOK 69, PAGES 73 THROUGH 76, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CALIMESA.



R.S. 69 / 73-76

INSTR. No. 2005-0584140
 REC. JUL 21, 2005
 RIVERSIDE COUNTY

SEE DETAIL "A"
 SHEET 2



William R. Hoffer
 DATE: 25 JULY 2013

CURVE DATA				
○	△ =	R =	T =	L =
1	00° 51' 39"	988.00'	7.42'	14.84'
2	12° 56' 31"	1000.00'	113.42'	225.88'
3	05° 37' 11"	988.00'	48.49'	96.91'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: CALIMESA CHANNEL		SCALE: NO SCALE	PREPARED BY: DAB
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): PARCELS 5160-27B4 & 5160-27C1	JUN-24-2013	SHEET NO. 1 OF 2

Exhibit "B"

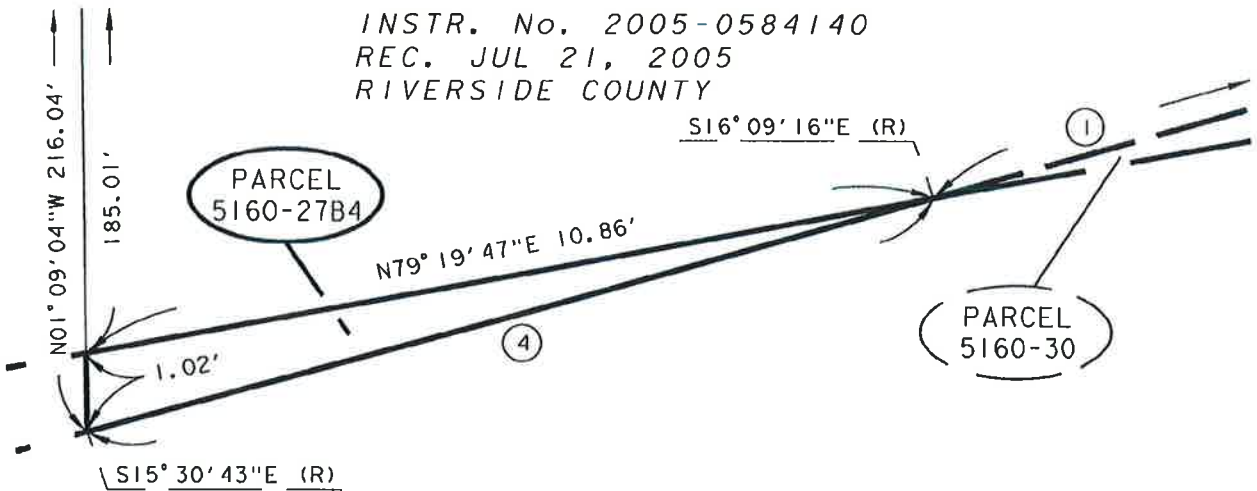
BEING A PORTION OF PARCELS 5160-27B & 5160-27C OF RECORD OF SURVEY AS SHOWN ON BOOK 69, PAGES 73 THROUGH 76, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CALIMESA.



CURVE DATA				
○	△ =	R =	T =	L =
1	00° 51' 39"	988.00'	7.42'	14.84'
4	00° 38' 33"	988.00'	5.54'	11.08'

R.S. 69 / 73-76

INSTR. No. 2005-0584140
REC. JUL 21, 2005
RIVERSIDE COUNTY



DETAIL "A"
NOT TO SCALE



William R. Hoffer
DATE: 25 JULY 2013

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

PROJECT NAME: CALIMESA CHANNEL		SCALE:	PREPARED BY:
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):	NO SCALE	DAB
	PARCELS 5160-27B4 & 5160-27C1	JUN-24-2013	SHEET NO. 2 OF 2