

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

707 B



FORM APPROVED COUNTY COUNSEL  
DATE 3/9/16  
BY: GREGORY P. PRIAMOS

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
March 1, 2016

**SUBJECT:** Adopt Resolution No. F2016-01, Authorization to Purchase Permanent Easement Interests and Right of Entry and Temporary Construction Easement in Real Property located in the City of Riverside, County of Riverside, State of California; Assessor's Parcel Numbers 210-150-001 and 210-150-016; CEQA Finding of Nothing Further is Required – University Wash Channel Storm Drain, Stage 3 Project No. 1-0-00120; District 1; District Funds 100% [\$194,000.00]

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

1. Finds that the purchase of the permanent easement interests and Right of Entry and Temporary Construction Easement in real property will not have a significant effect on the environment and nothing further is required other than filing a Notice of Determination because these acquisitions were adequately analyzed in an earlier Mitigated Negative Declaration adopted by the Board on July 1, 2014, Agenda No. 11-2 for the University Wash Channel Storm Drain, Stage 3 Project; and

Continued on Page 2

WARREN D. WILLIAMS  
General Manager-Chief Engineer

P8\201225  
PVV:rlp

FISCAL PROCEDURES APPROVED  
JEANINE J. REY, FINANCE DIRECTOR  
BY: Jeanine J. Rey 2/11/16  
JEANINE J. REY Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 194,000.00	\$ N/A	\$ 194,000.00	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 194,000.00	\$ N/A	\$ 194,000.00	\$ N/A	

<b>SOURCE OF FUNDS:</b> Land – Zone 1 Const./Maint./Misc. 540040-25110-947400	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 15/16

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

APPROVE

BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 11-2; 07/01/2014 | District: 1st | Agenda Number:

**11-3**

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

**FORM 11:** Adopt Resolution No. F2016-01, Authorization to Purchase Permanent Easement Interests and right of Entry and Temporary Construction Easement in Real Property located in the City of Riverside, County of Riverside, State of California; Assessor's Parcel Numbers 210-150-001 and 210-150-016; CEQA Finding of Nothing Further is Required – University Wash Channel Storm Drain, Stage 3 Project No. 1-0-00120; District 1; District Funds 100% [\$194,000.00]

**DATE:** March 1, 2016

**PAGE:** Page 2 of 3

2. Adopt Resolution No. F2016-01, Authorization to Purchase Permanent Easement Interests and Right of Entry and Temporary Construction Easement in Real Property located in the City of Riverside, State of California, Assessor's Parcel Numbers 210-150-001 and 210-150-016 also referred to as RCFC Parcel Nos. 1120-25 and 1120-25T, for the University Wash Channel Storm Drain, Stage 3 Project.
3. Approve the Agreement for Purchase and Sale of Real Property and the Right of Entry and Temporary Construction Easement Agreement between the District and Expert Management Inc., and authorize the Chairman of the Board to execute the same on behalf of the District.
4. Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction.
5. Authorize the General Manager-Chief Engineer, or his designee, to execute any other related documents and administer all actions necessary to complete this transaction.
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) working days of approval by the Board.

**BACKGROUND:**

**Summary**

The proposed University Wash Channel, Stage 3 Project consists of the construction and maintenance of approximately 2,500 linear feet of 90-inch diameter underground storm drain and associated catch basins, access manholes, street repaving and grading of approximately two (2) acres. Once constructed, the proposed Project would provide 10-year flood protection to the adjacent area. Once combined with future master planned improvements upstream, the storm drain improvements will provide 100-year flood protection to adjacent properties and public right-of-way.

A Purchase Agreement and the Right of Entry and Temporary Construction Easement Agreement have been negotiated with the property owner, Expert Management Inc., at the fair market value of \$174,000.00, plus \$20,000.00 for title and escrow fees. The Purchase Agreement covers the Permanent Easements and Temporary Construction Easements that are within Assessor's Parcel Nos. 210-150-001 and 210-150-016. The acquired area consists of approximately 1.11 acres or 48,361 square feet of land. There will be the removal of approximately 50 linear feet of an old retaining wall, which lies within the easement area referred to as RCFC Parcel No. 1120-25 and runs along the westerly boundary of APN 210-150-001; including the hauling away of debris generated from that removal.

Pursuant to the California Environmental Quality Act (CEQA), the acquisition of the permanent easement interests in real property by the District was reviewed and it was determined the project will not have a significant effect on the environment. A Mitigated Negative Declaration (SCH# 2014031054) was prepared and adopted by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District on July 1, 2014. The acquisition of the real property interests were adequately analyzed in the previously adopted Mitigated Negative Declaration, therefore, no further environmental review is required.

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

**FORM 11:** Adopt Resolution No. F2016-01, Authorization to Purchase Permanent Easement Interests and right of Entry and Temporary Construction Easement in Real Property located in the City of Riverside, County of Riverside, State of California; Assessor's Parcel Numbers 210-150-001 and 210-150-016; CEQA Finding of Nothing Further is Required – University Wash Channel Storm Drain, Stage 3 Project No. 1-0-00120; District 1; District Funds 100% [\$194,000.00]

**DATE:** March 1, 2016

**PAGE:** Page 3 of 3

A Notice of Determination based on the findings and conclusions provided in the staff report, Resolution and the adopted Mitigated Negative Declaration, has been prepared for this real property easement project.

Resolution No. F2016-01, the Agreement for the Purchase and Sale of Real Property and Right of Entry and Temporary Construction Easement Agreement have been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The implementing of this flood channel improvement will minimize flooding to the immediate area of Riverside County, specifically to the businesses in the area of the Project.

**ATTACHMENTS (in this order):**

- Resolution No. F2016-01
- Regional Map of subject area
- Agreement for Purchase and Sale of Real Property (3 originals)
- Right of Entry and Temporary Construction Easement Agreement (3 originals)
- Exhibits "A" Legal Descriptions, Exhibits "B" Plat Maps and Exhibit "C" Right of Way and TCE Maps for the PSA and the ROE/TCE Agreements concerning Assessor's Parcel Numbers 210-150-001 and 210-150-016, respectively
- Mitigated Negative Declaration from original project approval on July 1, 2014
- Notice of Determination

1 **BOARD OF SUPERVISORS**

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

2 RESOLUTION NO. F2016-01

3 AUTHORIZATION TO PURCHASE PERMANENT EASEMENT INTERESTS  
4 IN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE,  
5 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
6 UNIVERSITY WASH CHANNEL STORM DRAIN, STAGE 3  
7 PROJECT NO. 1-0-00120  
8 APNs 210-150-001 and 210-150-016

9 WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") is  
10 responsible for acquiring right of way, real property interests and a temporary construction easement  
11 necessary for the University Wash Channel Storm Drain, Stage 3 Project for the purpose of constructing,  
12 inspecting, maintaining and operating flood control facility improvements to prevent flooding and to  
13 improve drainage in the area; and

14 WHEREAS, the Board of Supervisors of the Riverside County Flood Control and Water  
15 Conservation District ("Board"), in regular session on July 1, 2014, determined that the proposed  
16 University Wash Channel Storm Drain, Stage 3 Project will not have a significant adverse effect on the  
17 environment and adopted a Mitigated Negative Declaration (MND) (State Clearinghouse Number  
18 2014031054); and

19 WHEREAS, the District desires to acquire from Expert Management, Inc. ("collectively the  
20 "Seller") and the Seller's desire to sell to the District certain permanent and temporary easement interests  
21 in real property located in the City of Riverside, County of Riverside, State of California and further  
22 described below; and

23 WHEREAS, the District, as lead agency for CEQA purposes, has subsequent approvals for the  
24 University Wash Channel Storm Drain, Stage 3 Project, such as authorizing the acquisition of the  
25 aforementioned permanent and temporary easement interests in real property located in the City of  
26 Riverside, State of California in order to implement the University Wash Channel Storm Drain, Stage 3  
27 project; and

28 WHEREAS, the acquisition of the permanent and temporary easement interests in real property is  
a subsequent discretionary action contemplated for the University Wash Channel Storm Drain, Stage 3

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 2-9-16  
DATE  
SYNTHIA M. GUNZEL

1 Project and was adequately analyzed in the previously adopted environmental documents; and

2 WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

3 NOW, THEREFORE, BE IT RESOLVED DETERMINED AND ORDERED by the Board in  
4 regular session assembled on March 1, 2016, in the meeting room of the Board of Supervisors located on  
5 the 1<sup>st</sup> Floor of the County administrative Center at 4080 Lemon Street, Riverside, California, that this  
6 Board, based upon the evidence and testimony presented on the matter, both written and oral, including  
7 the documents, as it relates to the acquisition project, has determined the following:

- 8 1. The Board has evaluated the proposed acquisition of the permanent and temporary easement  
9 interests in real property from a private party and determined the proposed acquisition is  
10 consistent and included in all substantive respects with the University Wash Channel Storm  
11 Drain, Stage 3 Project.
- 12 2. Based on the review of the documents, the environmental impacts of the acquisition project  
13 have been adequately analyzed in the environmental documents and the project would not  
14 have a significant effect on the environment based upon substantial evidence in light of the  
15 whole record.
- 16 3. There are no substantial changes in the University Wash Channel Storm Drain, Stage 3  
17 Project, including this acquisition project, no substantial changes in circumstances, or no  
18 new information which would require the preparation of subsequent environmental  
19 assessment/documentation pursuant to CEQA and Section 15162 of the State CEQA  
20 Guidelines.
- 21 4. Therefore, Nothing Further is required and a Notice of Determination has been prepared,  
22 based on the Mitigated Negative declaration that was previously adopted on July 1, 2014 for  
23 the University Wash Channel Storm Drain, Stage 3 Project.

24 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the vote of the Board that  
25 this Board authorizes the purchase, at or after 9:00 a.m., of those certain permanent easement interests in  
26 real properties located in the City of Riverside, County of Riverside, State of California, consisting of  
27 approximately 1.11± acres of land, Assessor's Parcel Numbers 210-150-001 and 210-150-016, also  
28 referred to as RCFC Parcel Nos. 1120-25 and 1125-25T a vacant lot, more particularly described on the

1 respective Exhibits "A", "B", and "C" attached hereto and by this reference incorporated herein, for the  
2 respective purchase price of \$174,000.00 plus an additional \$20,000.00 for title insurance policies, escrow  
3 fees and associated cost to consummate this transaction.

4 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for  
5 Purchase and Sale of Real Property between the District and Expert Management, Inc. is hereby approved  
6 and the Chairman of the Board of Supervisors of the District is authorized to execute said Agreement on  
7 behalf of the District.

8 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Right of Entry and  
9 Temporary Construction Easement Agreement between the District and Expert Management, Inc. is  
10 hereby approved and the Chairman of the Board of Supervisors of the District is authorized to execute  
11 said Agreement on behalf of the District.

12 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board  
13 certify acceptance of any documents conveying the permanent easement interest in real property in favor  
14 of the District to complete the purchase and for recordation.

15 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-  
16 Chief Engineer or his designee is authorized to execute any other document and administer all actions  
17 necessary to complete the purchase of the real property and any transaction.

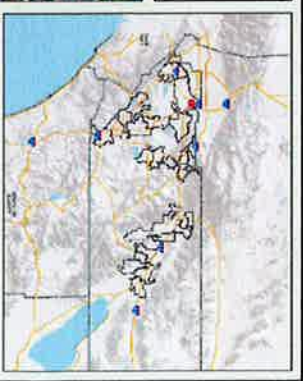
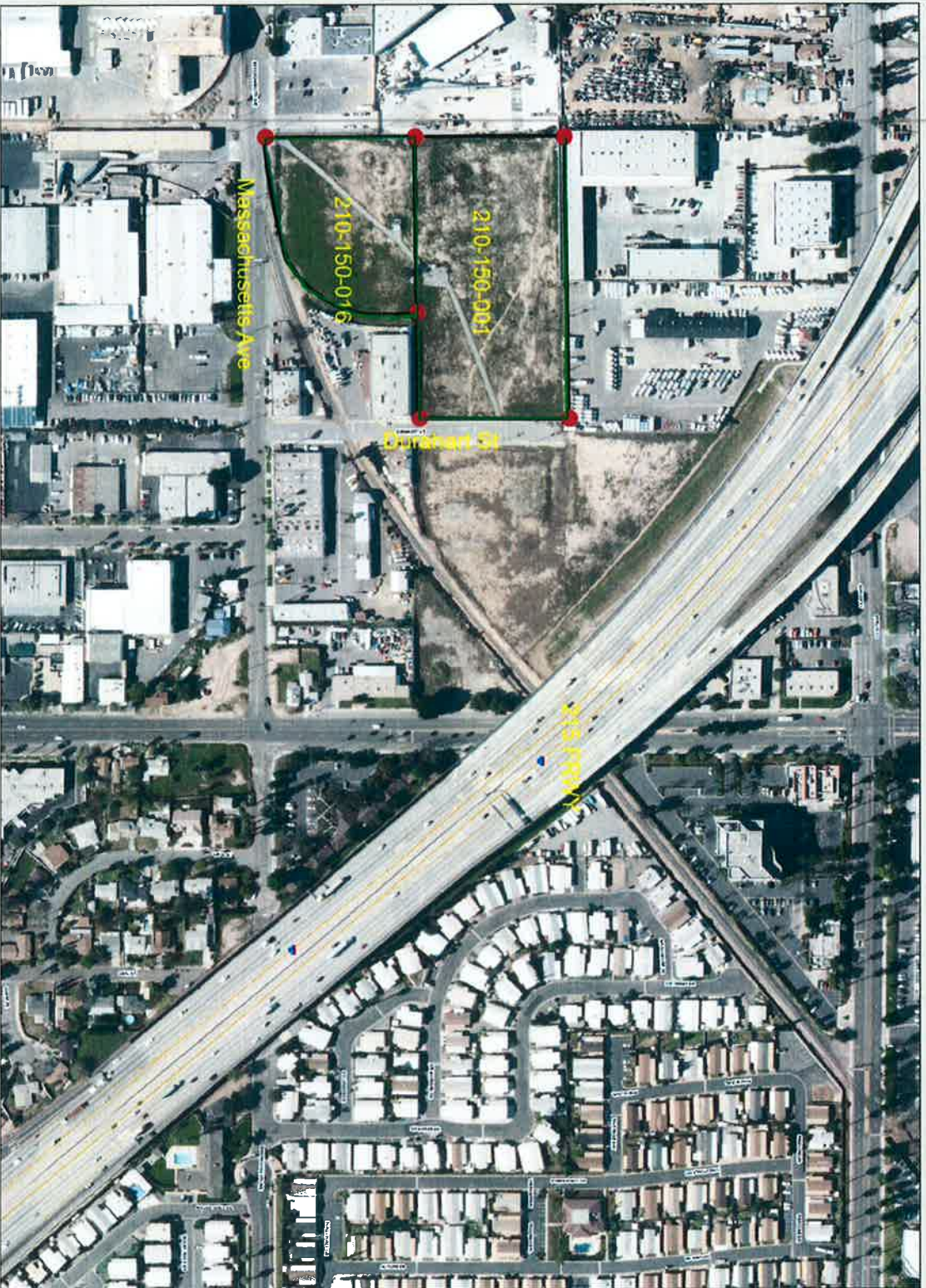
18 BE IT FURTHER RESOLVED that, within five (5) working days of this Board hearing, the Clerk  
19 of the Board is directed to deliver the Notice of Determination to the Office of the County Clerk and  
20 Recorder and to the State Office of Planning and Research, who are thereby directed to file same, all as  
21 required by law.

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# University Wash Channel Storm Drain, Stage 3

Expert Management, INC



### Legend

- roads
- anno
- highways
- Hwy
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHwy
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers

**\*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... 11/17/2015 3:28:45 PM

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### Notes

APNs 210-150-001 and 210-150-016  
 RCPC Parcel Nos 1120-25 and  
 1120-25T  
 District 1



1 University Wash Channel Storm Drain, Stage 3  
Project No. 1-0-00120  
2 APNs 210-150-001 and 210-150-016  
RCFC Parcel No. 1120-25

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  
7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a  
8 body politic, (hereinafter called "DISTRICT" or "BUYER") and EXPERT MANAGEMENT,  
9 INC., a Delaware Corporation (hereinafter called "SELLER") for acquisition by BUYER from  
10 SELLER of certain real property easement interests for the University Wash Channel Storm  
11 Drain, Stage 3 (hereinafter called "PROJECT").

12 **RECITALS**

- 13 A. SELLER is the owner of certain real properties located in the city of Riverside, County  
14 of Riverside, State of California, consisting of approximately 7.26 acres of land, with  
15 Assessor's Parcel Nos. 210-150-001 and 210-150-016, and the related improvements,  
16 appurtenances and certain related personal and intangible property ("SELLER'S  
17 PROPERTY").
- 18 B. SELLER desires to sell and BUYER desires to purchase easement interests in the  
19 SELLER'S PROPERTY as specifically described herein.

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

- 21 1. **AGREEMENT TO PURCHASE AND SALE.** For good and valuable consideration,  
22 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to  
23 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the  
24 consideration set forth in this Agreement, the following easement interests in certain  
25 real property, located in Riverside County, California, with Riverside County Assessor's  
26 Parcel Nos. 210-150-001 and 210-150-016.
  - 27 A. The permanent easements which affect a section of land that will hereinafter be  
28 referred to as RCFC Parcel No. 1120-25. Said section of land consists of  
approximately 26,410 square feet.
  - B. The removal of approximately 50 linear feet of an old retaining wall which lies  
within the easement area referred to as RCFC Parcel No. 1120-25 and runs along  
the westerly boundary of APN 210-150-001; including the hauling away of debris  
generated from that removal.
  - C. An eighteen (18) month temporary construction easement ("TCE") which affects a  
section of land that will hereinafter be referred to as RCFC Parcel No. 1120-25T.  
Said section of land contain approximately 21,951 square feet.

ORIGINAL



1 Said above-listed easement interests in real property will hereinafter be collectively  
2 referred to as the "Property".

3 The respective sections of land affected by the above listed interests in real property are  
4 legally described in Exhibit "A" and pictorially depicted in Exhibits "B" and "C"  
attached hereto and by this reference incorporated herein.

5 2. PURCHASE PRICE. The total purchase price value that BUYER will provide to  
6 SELLER for the PROPERTY is:

7 ONE HUNDRED SEVENTY-FOUR THOUSAND DOLLARS  
8 (\$174,000.00)

9 The \$174,000.00 purchase price is broken down as follows:

10	RCFC Parcel No. 1120-25 [Easement Interest]	\$137,090.00
11	RCFC Parcel No. 1120-25T [Temporary Construction Easement Interest]	<u>\$36,910.00</u>
12	TOTAL (Agreed upon Purchase Price)	<u>\$174,000.00</u>

13 All payments specified in this section shall be made in legal tender by cash, cashier's  
14 check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued  
15 to SELLER at the close of escrow.

16  
17 3. TEMPORARY CONSTRUCTION EASEMENT. At least thirty (30) calendar day  
18 prior written or oral notice shall be given to SELLER before DISTRICT initially enters  
19 upon and uses the land (under the authority and rights as provided in that certain Right  
20 of Entry and Temporary Construction Easement Agreement entered into simultaneously  
21 with this Agreement). The rights therein granted to use the temporary construction  
easement shall commence upon SELLER receiving notice by DISTRICT and terminate  
eighteen months thereafter.

22 4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its  
23 authorized agents, permission to enter upon the Property at all reasonable times prior to  
24 close of this transaction for the purpose of conducting due diligence, including making  
25 necessary or appropriate inspections. BUYER will give SELLER at least two (2)  
26 business days' written notice before going on the Property. BUYER shall not conduct  
27 any environmental investigations or testing other than a standard "Phase I"  
28 investigation, without the prior written approval of SELLER as to the time, manner and  
scope thereof. BUYER shall comply with all local, state and federal rules and  
regulations in connection with BUYER'S investigations. BUYER does hereby  
indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers,  
employees, agents and representatives free and harmless from and against any and all  
liability, loss, damages and costs and expenses, demands, causes of action, claims or

1 judgments, arising from or that is in any way connected with BUYER'S inspections or  
2 entrance onto the Property pursuant to this Section 4.

3 A. Prior to entry onto the Property, BUYER shall (i) furnish SELLER with a  
4 certificate of commercial general liability and property damage insurance, which  
5 shall include contractual liability coverage, maintained by BUYER with single  
6 occurrence coverage of at least One Million Dollars (\$1,000,000.00) for personal  
7 injury to or death of any one person, Two Million Dollars (\$2,000,000.00) for  
8 personal injury to or death of any number of persons in any one accident and One  
9 Million Dollars (\$1,000,000.00) for property damage, and (ii) comply with  
SELLER's Life Saving Rules (including completion of the Life Saving Rules  
training). SELLER will not charge any cost for any such training for BUYER'S  
staff, subcontractors, and/or associates; (\$1,000,000.00) for property damage, and  
including Seller as additional insured. Buyer's program of self-insurance may  
satisfy the insurance requirements required in this Section 4.

10 B. If BUYER fails to acquire the Property due to BUYER'S default or this  
11 Agreement is otherwise terminated pursuant to this Agreement, this license will  
12 terminate upon the termination of BUYER'S right to purchase the Property. In  
13 such event, BUYER will remove or cause to be removed all of BUYER'S personal  
14 property, facilities, tools and equipment from the Property and shall restore any  
15 damage to the Property or any adjacent property caused by the entry and activities  
16 upon the Property by BUYER or its representatives, employees, agents or  
17 contractors. If BUYER does not remove all of BUYER'S personal property,  
18 facilities, tools and equipment from the Property within ten business days of the  
19 date that BUYER'S license terminates under this Section 4, SELLER has the right  
20 to remove said personal property, facilities, tools and equipment from the Property  
and to restore any such damage to the Property. In the event of BUYER fails to  
remove BUYER'S personal property, facilities, tools and equipment from the  
Property or restore any such damage to the Property after entering the Property to  
perform due diligence, including to make necessary or appropriate inspections as  
specified in this Section 4, BUYER is responsible for all reasonable costs incurred  
by SELLER in any such removal or restoration by SELLER.

21 C. Except as otherwise expressly set forth herein and where disclosure of material  
22 information pertaining to the Property is legally required of the SELLER, BUYER  
23 acknowledges the following: 1) that it is relying upon its own independent inquiry  
24 and investigation of the Property, if any, for all purposes whatsoever, including,  
25 without limitation, the determination of the character, size (including quantity of  
26 acreage), condition (whether environmental or otherwise), accessibility, state of  
27 repair, zoning and suitability of the Property for the purpose it is being acquired;  
28 2) that the Property will be sold and conveyed in an "as-is", "where is" condition  
and otherwise with all faults and defects as of the closing date and that, except as  
otherwise expressly set forth herein, if at all, there have been no representations,  
warranties, guaranties, statements or information, expressed or implied,  
whatsoever made or furnished to buyer by seller, or any of seller's employees,  
agents or consultants, in connection with the sale of the Property; 3) that BUYER  
will have full opportunity to perform such physical inspections, environmental and  
engineering investigations, and appraisals as BUYER deems appropriate prior to

1 expiration of the due diligence period, and BUYER has obtained or may obtain its  
2 own physical inspections, environmental and engineering reports, and appraisals  
3 of the Property.

4 5. ESCROW. The parties will establish an escrow at Lawyers Title Insurance Company  
5 ("Escrow") to accommodate the transaction contemplated by this Agreement. For  
6 purposes of this Agreement, Opening of Escrow means the date on which Escrow  
7 Holder receives a fully executed original of this Agreement. The parties shall open an  
8 escrow within ten (10) business days of the date on which this Agreement is fully  
9 executed by the parties. Close of Escrow means the date on which the Easement Deeds  
10 are recorded in the Official Records of the County of Riverside. The closing (the  
11 "Close of Escrow" or the "Closing") will be as soon as possible after the Opening of  
12 Escrow, but in no event shall the Close of Escrow be later than ninety (90) days after  
13 the Opening of Escrow. The parties hereto shall execute and deliver to Escrow Holder  
14 such escrow instructions prepared by Escrow Holder as may reasonably be required to  
15 consummate the transaction contemplated by this Agreement. Any such instructions  
16 shall not conflict, amend or supersede any provisions of this Agreement; this  
17 Agreement shall control unless the parties expressly agree in writing otherwise. The  
18 Escrow Instructions shall include the following terms and conditions for disbursements  
19 and other actions by Escrow Holder of this sale which shall occur at the Close of  
20 Escrow:

21 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow  
22 Holder by BUYER in payment of the Property as follows: (a) deduct or credit all  
23 items chargeable to the account of SELLER and/or BUYER pursuant to Sections  
24 6 and 11; b) process the documents for the Purchase Price as described herein;  
25 and, (c) disburse the balance of the purchase price to SELLER; and, (d) disburse  
26 any excess proceeds deposited by BUYER to BUYER.

27 B. Recording. Cause the Easement Deed in favor of BUYER to be recorded with  
28 the County Recorder and obtain conformed copies thereof for distribution to  
BUYER and SELLER.

C. Title Policy. Direct the Title Company to issue the Title Policy for the Property  
to BUYER.

D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other  
documents (or copies thereof) deposited into Escrow by SELLER. Deliver to  
SELLER any other documents (or copies thereof) deposited into Escrow by  
BUYER.

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

6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title  
Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for  
the Property. Escrow Holder will also request two (2) copies each of all instruments

1 identified as exceptions on said title commitment. Upon receipt of the foregoing,  
 2 Escrow Holder will deliver these instruments and the title commitment to BUYER and  
 3 SELLER. Escrow Holder will insure BUYER'S easement title to the Property, which is  
 4 described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard  
 5 Coverage Policy of Title Insurance in the amount of the Easement Interest of RCFC  
 6 Parcel No. 1120-25 only ("Policy") as described in Section 2. BUYER shall pay for the  
 7 cost of the Policy and for any search or incidental costs associated with the Policy. The  
 8 Policy provided for pursuant to this Section 6 will insure BUYER'S interest in the  
 9 Property free and clear of all monetary liens, monetary encumbrances and other  
 10 exceptions to good and clear title, subject only to the following permitted conditions of  
 11 title ("Permitted Title Exceptions"):

- 12 A. The applicable zoning, building and development regulations of any municipality,  
 13 county, state or federal jurisdiction affecting the Property.
- 14 B. Those exceptions not objected to by BUYER within ten (10) business days after  
 15 the date BUYER receives the title commitment and legible copies of all  
 16 instruments noted as exceptions therein. If BUYER "unconditionally  
 17 disapproves" any such exceptions Escrow will thereupon terminate, all funds  
 18 deposited therein will be refunded to BUYER (less BUYER'S share of escrow  
 19 cancellation charges) and this Agreement will be in no further force or effect. If  
 20 BUYER "conditionally disapproves" any such exceptions, then SELLER may  
 21 elect, but shall have no obligation, to cause such exceptions to be removed by the  
 22 Close of Escrow. If such conditionally disapproved non-monetary exceptions are  
 23 not removed by the Close of Escrow, BUYER may, at BUYER'S option, either  
 24 accept the Property subject to such exceptions, or terminate the Escrow and  
 25 receive a refund of all funds deposited into Escrow (less BUYER'S share of  
 26 escrow cancellation charges), if any, and this Agreement will thereupon be of no  
 27 further force or effect. At the Close of Escrow, BUYER'S easement interest in the  
 28 Property will be free and clear of all monetary liens and monetary encumbrances,  
 other than real estate taxes that are not yet due and payable.
- C. Taxes: Current fiscal year, including personal property tax, if any, and any further  
 assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and  
 Taxation Code of the State of California. All other taxes owed whether presently  
 current or delinquent are to be CURRENT at the Close of Escrow.
- D. Quasi-public utility, public utility, public alley, public street easements and rights  
 of way of record.

7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between  
 the parties hereto that the right of possession and use of the Property by BUYER,  
 including the right to remove and dispose of improvements, shall commence upon the  
 execution of this Agreement by all parties.

- A. Upon Close of Escrow and notwithstanding anything to contrary, except as set  
 forth in Section 7.B, it is not intended that the purchase of the easement interests  
 by BUYER to be, and nor shall such easement interests be, construed such that it  
 creates in or gives to BUYER any of the following:



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- 1) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or
- 2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- 3) The obligations of a responsible person under any applicable Environmental Laws; or
- 4) The right to investigate and remediate any Hazardous Materials associated with the Property; or
- 5) Any control over SELLER'S ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of the Close of Escrow.

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

B. Notwithstanding the foregoing, BUYER shall have the obligations set forth in Section 7.A with respect to any matters caused by BUYER, its successor and assigns and each of their respective employees, agents, contractors or invitees

8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:

- A. To SELLER'S actual knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To SELLER'S actual knowledge, SELLER has not received notice alleging that there are encroachments onto the Property by improvements on any adjoining

1 property, nor do any buildings or improvements on the Property encroach onto  
2 other properties.

- 3 C. Until the Close of Escrow, SELLER shall continue to maintain the Property in its  
4 current condition and state of repair and maintenance, reasonable wear and tear  
5 excepted, and in accordance with its current operating standards and practices.
- 6 D. Except as disclosed in the title commitment described in Section 6, SELLER has  
7 good and marketable title to the Property. SELLER has no actual knowledge of  
8 any unrecorded or undisclosed legal or equitable interest in the Property owned or  
9 claimed by anyone other than SELLER. Except as disclosed in the title  
10 commitment described in Section 6, SELLER has no knowledge that anyone will,  
11 at the Closing, have any right to possession of the Property, except as disclosed by  
12 this Agreement or otherwise in writing to BUYER. There are no unsatisfied  
13 mechanics' or materialmen's lien rights on the Property arising out of work  
14 performed by SELLER. Except as disclosed in the title commitment described in  
15 Section 6, to SELLER's knowledge, no assessment lien or bond encumbers the  
16 Property, and no governmental authority has undertaken any action that could give  
17 rise to an assessment lien affecting the Property and shall not do anything that  
18 would impair SELLER'S title to any of the Property.
- 19 E. To SELLER'S actual knowledge, neither the execution of this Agreement nor the  
20 performance of the obligations herein will conflict with, or breach any of the  
21 provisions of any bond, note, evidence of indebtedness, contract, lease or other  
22 agreement or instrument to which the Property may be bound.
- 23 F. Until the Close of Escrow, SELLER shall, upon learning of any fact or condition  
24 that would cause any of the warranties and representations in this Section 8 not to  
25 be true as of closing, promptly give written notice of such fact or condition to  
26 BUYER.
- 27 G. SELLER represents and warrants that, to SELLER'S actual knowledge, SELLER  
28 has not received a notice alleging that the Property is not in compliance with all  
applicable statutes and regulations, including environmental, health and safety  
requirements.
- H. This Agreement and the performance of SELLER'S obligations under it and all  
documents executed by SELLER that are to be delivered to BUYER at the  
Closing are, or on the Closing Date will be, duly authorized, executed, and  
delivered by SELLER and are, or at the Closing Date will be, legal, valid, and  
binding obligations of SELLER, and do not, and on the Closing Date will not,  
violate any provision of any agreement or judicial order to which SELLER is a  
party or to which SELLER or the Property is subject. No consent of any partner,  
shareholder, creditor, investor, judicial or administrative body, government  
agency, or other party is required for SELLER to enter into and/or to perform  
SELLER'S obligations under this Agreement, except as has already been obtained.  
If SELLER is a corporation, it is organized, validly existing, and in authorized to  
conduct business in accordance with the laws of the State of California.

1 For purposes of this Agreement, Knowledge shall mean, when referring to the  
 2 "knowledge" of the SELLER, or any similar phrase or qualification based on  
 3 knowledge, the actual knowledge of Katherine Rahill and Charles Scudder, as Senior  
 4 Legal Counsel – Health Safety and Environment & Regulatory Affairs, and Director,  
 5 Legacies, Americas and North American Corporate Secretary, respectively, for  
 6 SELLER and are the representatives of SELLER most likely to have the knowledge of  
 7 relevant facts with respect to the items contained in this Section 8.

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 10 9. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents  
 11 and warrants to SELLER the following; it being expressly understood and agreed that  
 12 all such representations and warranties are to be true and correct as of the Close of  
 13 Escrow and shall survive the Close of Escrow:

- 14 A. BUYER has taken all required action to permit it to execute, deliver, and perform  
 15 its obligations under this Agreement.
- 16 B. BUYER has the power and authority to execute and deliver this Agreement and to  
 17 carry out its obligations hereunder are, or at the Closing Date will be, legal, valid,  
 18 and binding obligations of BUYER and can consummate the transaction  
 19 contemplated herein.

20 10. CLOSING CONDITIONS.

- 21 A. All obligations of BUYER under this Agreement are subject to the fulfillment,  
 22 before or at Closing, of each of the following conditions:
- 23 1) SELLER shall convey to BUYER marketable title to the Property by  
 24 execution and delivery with Escrow Holder a duly executed and  
 25 acknowledged Easement Deed in the form attached to this Agreement as  
 26 Exhibit "D" (Deed) and by this reference incorporated herein.
  - 27 2) SELLER must have delivered to Escrow the documents and funds it is  
 28 required to deliver through Escrow at Closing.
  - 3) The physical condition of the Property must be substantially the same on the  
 Closing Date as on the Effective Date, reasonable wear and tear excepted.
  - 4) All necessary agreements and consents of all parties to consummate the  
 transaction contemplated by this Agreement will have been obtained and  
 furnished by SELLER to BUYER.
  - 5) Such proof of SELLER'S authority and authorization to enter into and  
 perform under this Agreement, and such proof of power and authority of the  
 individuals executing or delivering any instruments, documents, or  
 certificates on behalf of SELLER to act for and bind SELLER shall be  
 furnished as may reasonably be required by BUYER or the Escrow Holder.

BUYER'S Closing Conditions are solely for BUYER'S benefit and any or all may  
 be waived in writing by BUYER in whole or in part without prior notice.

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B. SELLER'S obligation to sell the Property is expressly conditioned on the fulfillment of each of the following condition at or before the Closing:

- 1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
- 2) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

SELLER'S Closing Conditions are solely for SELLER'S benefit and any or all may be waived in writing by SELLER in whole or in part without prior notice.

C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction, in form and substance reasonably acceptable to each of them. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the real property interest, including, but not limited to, any supplemental instructions required to complete the transaction.

11. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt or title defect encumbering the Property;
- 2) All costs associated with SELLER'S broker representation, including commission;
- 3) All costs associated with SELLER'S attorney fees;
- 4) SELLER'S share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policies;
- 3) Cost of Natural Hazard Disclosure Statement;
- 4) Cost of recording the Deed, if any; and
- 5) BUYER'S share of prorations, if any.



1 C. Prorations. All receipts and disbursements of the Property will be prorated as of  
2 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase  
3 Price will be adjusted on the following basis:

4 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a  
5 public entity and exempt from payment of any real property taxes. There  
6 will be no proration of taxes through Escrow. SELLER will be responsible  
7 for payment of any real property taxes due prior to the Close of Escrow. In  
8 the event any real property taxes are due and unpaid at the Close of Escrow,  
9 Escrow Holder is hereby authorized and instructed to pay such taxes from  
10 proceeds due the SELLER at the Close of Escrow. SELLER understands  
11 that the Tax Collector will not accept partial payment of any installment of  
12 the real property taxes due at the Close of Escrow. After the Close of  
13 Escrow, the BUYER will file any necessary documentation with the County  
14 Tax Collector/Assessor for the property tax exemption. SELLER shall  
15 have the right, after the Close of Escrow, to apply for a refund, to the  
16 County Tax Collector/Assessor outside of Escrow if eligible to receive such  
17 refund and Escrow Holder shall have no liability and/or responsibility in  
18 connection therewith.

19 2) Utility Deposits. SELLER will notify all utility companies servicing the  
20 Property of the sale of the Property to BUYER and will request that such  
21 companies send SELLER a final bill, if warranted, for the period ending on  
22 the last day before the Close of Escrow. BUYER will notify the utility  
23 companies that all utility bills for the period commencing on the Close of  
24 Escrow are to be sent to BUYER, if applicable.

SELLER is responsible for all costs associated with the provision of utility  
services to the Property up to the Close of Escrow.

25 3) Method of Proration. If applicable and for purposes of calculating  
26 prorations, BUYER shall be deemed to be in title to the Property, and  
27 therefore entitled to the income therefrom and responsible for the expenses  
28 thereof, for the entire day upon which the Closing occurs. All prorations  
will be made as of the date of Close of Escrow based on a three hundred  
sixty-five (365) day year or a thirty (30) day month, as applicable. The  
obligations of the parties pursuant to this Section 11 shall survive the  
Closing and shall not merge into any documents of conveyance delivered at  
Closing.

29 12. CLOSING. When the Escrow Holder receives all documents and funds identified in  
30 this Agreement, and the Title Company is ready, willing, and able to issue the Title  
31 Policy, then, and only then, the Escrow Holder will close Escrow by performing all  
32 actions instructed to do so in the Escrow Instructions and in accordance with this  
33 Agreement.

34 13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from  
35 and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency,  
36 fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees)

1 of any nature whatsoever, resulting from, arising out of or based on any breach of  
2 SELLER'S representation, warranties or covenants provided in this Agreement.

3 14. ENVIRONMENTAL RELEASE. NOTWITHSTANDING ANYTHING TO THE  
4 CONTRARY CONTAINED IN THIS AGREEMENT, BUYER, AS AN EASEMENT  
5 HOLDER, (FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AND ANY  
6 SUBSEQUENT EASEMENT OWNER OF THE PROPERTY) HEREBY RELEASES  
7 THE SELLER PARTIES FROM ANY AND ALL CLAIMS ARISING UNDER ANY  
8 ENVIRONMENTAL LAWS OR RELATING TO ANY HAZARDOUS MATERIAL  
9 LOCATED IN, ON, UNDER OR AROUND THE PROPERTY WITH RESPECT TO  
10 OR IN ANY WAY RELATED TO THE EASEMENT INTEREST THAT THE  
11 BUYER IS ACQUIRING FROM THE SELLER; PROVIDED, THE FOREGOING  
12 SHALL NOT PROHIBIT BUYER FROM JOINING SELLER IN ANY THIRD  
13 PARTY ACTION BROUGHT AGAINST BUYER WITH RESPECT TO ANY  
14 HAZARDOUS MATERIAL LOCATED IN, ON, UNDER OR AROUND THE  
15 PROPERTY. BUYER DOES NOT RELEASE SELLER, AS FEE OWNER, OF ITS  
16 RESPONSIBILITIES PERTAINING TO THE SELLER'S PROPERTY EXCEPT  
17 WITH RESPECT TO OR IN ANY WAY RELATED TO THE EASEMENT  
18 INTEREST THAT THE BUYER IS ACQUIRING FROM THE SELLER. BUYER  
19 ACKNOWLEDGES THAT BUYER HAS BEEN REPRESENTED BY  
20 INDEPENDENT LEGAL COUNSEL OF BUYER'S SELECTION AND BUYER IS  
21 GRANTING THIS RELEASE OF ITS VOLITION AND AFTER CONSULTATION  
22 WITH BUYER'S COUNSEL.

15 15. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his  
16 designee, serves as the representative on behalf of BUYER for the purpose of  
17 administering and performing administrative or ministerial actions necessary to  
18 complete this transaction, including executing any other related escrow forms or  
19 documents to consummate the purchase.

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

24 SELLER: Expert Management, Inc.  
25 Attention: Denis De Camp  
26 Akzo Nobel Service, Inc.  
27 525 West Van Buren Street  
28 Chicago, IL 60607

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COPY TO: Thompson Hine LLP  
Attention: Robyn Minter Smyers, Esq.  
3900 Key Center  
127 Public Square  
Cleveland, OH 44114

BUYER: Riverside County Flood Control  
and Water Conservation District  
Attention: Gregory Walker  
1995 Market Street  
Riverside, CA 92501

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

ESCROW HOLDER: Lawyers Title Insurance Company  
Attention: Debbie Strickland  
3480 Vine Street  
Riverside, CA 92507

17. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- B. 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 and the Escrow for the purchase and sale of the Property, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.
- C. Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.

- 1 E. Applicable Law. This Agreement shall be construed and interpreted under, and  
2 governed and enforced according to the laws of the State of California. Venue for  
3 any proceeding related to this Agreement shall be in the County of Riverside.
- 4 F. Entire Agreement. This Agreement contains the entire agreement between the  
5 undersigned parties respecting the subject matter set forth herein, and expressly  
6 supersedes all previous or contemporaneous agreements, understandings,  
7 representations, or statements between the parties respecting said subject matter  
8 (whether oral or in writing). No person is authorized to make, and by execution  
9 hereof SELLER and BUYER acknowledge that no person has made, any  
10 representation, warranty, guaranty or promise except as set forth herein; and no  
11 agreement, statement, representation or promise made by any such person which  
12 is not contained herein shall be valid or binding on SELLER or BUYER.
- 13 G. Successors and Assigns. This Agreement shall be binding upon and inure to the  
14 benefit of the heirs, executors, administrators, successors and assigns of the parties  
15 hereto.
- 16 H. Time of Essence. The parties acknowledge that time is of the essence in this  
17 Agreement, notwithstanding anything to the contrary in the Escrow Company's  
18 general Escrow instructions.
- 19 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the  
20 specific provisions of this Agreement is intended to be exclusive of any other  
21 remedy and each and every remedy shall be cumulative and shall be in addition to  
22 every other remedy given hereunder or now or hereafter existing at law or in  
23 equity or by statute or otherwise.
- 24 J. Interpretation and Construction. The parties agree that each party has reviewed  
25 this Agreement and that each has had the opportunity to have their legal counsel  
26 review and revise this Agreement and that any rule of construction to the effect  
27 that ambiguities are to be resolved against the drafting party shall not apply in the  
28 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



1 not be affected thereby and each remaining term and provision of this Agreement  
2 will be valid and be enforced to the fullest extent permitted by law.

3 M. Brokers. SELLER and BUYER each represent and warrant to one another that,  
4 such party has not engaged any broker or finder with respect to this Agreement or  
5 the transactions contemplated herein. If SELLER is in fact represented in this  
6 sale, upon and only upon the Closing, SELLER shall be solely responsible to pay  
7 a commission or fees for its broker and BUYER is not responsible nor liable for  
8 any claims, changes, or commissions that may arise or be alleged to a broker or  
9 agent in connection with this Agreement or the purchases and sale of the Property  
10 whether or not close of escrow occurs. SELLER shall defend, indemnify and hold  
11 harmless BUYER from and against any and all liabilities, claims, demands,  
12 damages, or costs of any kind (including attorneys' fees, costs and expenses)  
13 arising from or connected with any other broker's or finder's fee or commission or  
14 charge claimed to be due by SELLER'S Broker or any arising from or by reason of  
15 SELLER'S conduct with respect to this transaction. If BUYER is in fact  
16 represented in this sale, upon and only upon the Closing, BUYER shall be solely  
17 responsible to pay a commission or fees for its broker and SELLER is not  
18 responsible nor liable for any claims, changes, or commissions that may arise or  
19 be alleged to a broker or agent in connection with this Agreement or the purchases  
20 and sale of the Property whether or not close of escrow occurs for BUYER'S  
21 Broker. BUYER shall defend, indemnify and hold harmless SELLER from and  
22 against any and all liabilities, claims, demands, damages, or costs of any kind  
23 (including attorneys' fees, costs and expenses) arising from or connected with any  
24 other broker's or finder's fee or commission or charge claimed to be due by  
25 BUYER'S Broker or any arising from or by reason of BUYER'S conduct with  
26 respect to this transaction. The provisions of this Section 16.M. shall survive  
27 Closing hereunder or termination of this Agreement.

18 N. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce,  
19 defend or interpret any of the terms, provisions or conditions of this Agreement or  
20 because of a breach of this Agreement by the other party, the prevailing party may  
21 be entitled to recover reasonable attorneys' fees from the other party only if the  
22 prevailing party has prevailed in a judgment by a court of competent jurisdiction.

21 18. ASSIGNMENT. BUYER may not assign its rights under this Agreement or designate a  
22 nominee to acquire the Property without SELLER'S prior consent, provided, however,  
23 that any such permitted assignment or designation shall not relieve BUYER of any of its  
24 obligations under this Agreement.

24 19. SIGNATURES. This Agreement will have no force or effect whatsoever unless and  
25 until it is signed by each of the duly authorized agents of the transacting parties.

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[Signature provisions on the following page]

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for the  
2 Purchase and Sale of Real Property on \_\_\_\_\_  
(date to be filled in by Clerk of the Board)

3 RECOMMENDED FOR APPROVAL:

**BUYER:**  
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a special district

4  
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6  
7 By:   
8 WARREN D. WILLIAMS  
9 General Manager-Chief Engineer

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


10 Dated: 2/16/16

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12  
13 APPROVED AS TO FORM:

ATTEST:

14 GREGORY P. PRIAMOS  
15 County Counsel

KECIA HAPRER-IHEM  
Clerk of the Board

16  
17 By:   
18 SYNTHIA M. GUNZEL  
19 Deputy County Counsel

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

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25 University Wash Channel Storm Drain, Stage 3  
26 Project No. 1-0-00120  
APNs 210-150-001 and 210-150-016  
RCFC Parcel No. 1120-25

27 PVV:rlp  
28 11/12/15

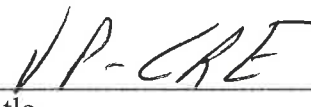
1 **SELLER:**  
2 **EXPERT MANAGEMENT, INC.**  
3 **a Delaware Corporation**

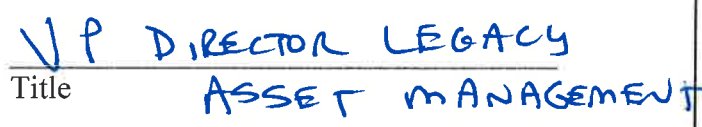
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26 University Wash Channel Storm Drain, Stage 3  
27 Project No. 1-0-00120  
APNs 210-150-001 and 210-150-016  
RCFC Parcel No. 1120-25

28 PVV:rlp  
11/15/15

## EXHIBIT "A"

### University Wash Channel Stage 3 Parcel 1120-25

All that portion of the northeast one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 2013-0128053, recorded March 15, 2013, records of said county, lying westerly of the following described line:

Commencing at the point of intersection of the west line of said northeast one-quarter of the Northeast one-quarter of said section and the centerline of Massachusetts Avenue, said point being marked by a 1¾" iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 33.00 feet along said west line to the northerly right of way line of said Massachusetts Avenue;

Thence South 89° 55' 05" East 105.90 feet along said northerly right of way line to the Point of Beginning;

Thence North 00° 04' 55" East 5.00 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 83.00 feet, to which a radial line bears South 15° 32' 27" West;

Thence northerly along said curve through a central angle of 75° 13' 26" an arc distance of 108.97 feet;

Thence North 00° 45' 52" East 416.59 to the beginning of a curve concave, southwesterly, having a radius of 107.00 feet;

Thence northerly along said curve through a central angle of 53° 55' 45" an arc distance of 100.71 feet to a point on said west line, lying South 00° 45' 52" West 702.58 feet from the point of intersection of said west line with the centerline of Spruce Street, being marked by a 1½" iron pipe with LS 4055 tag as shown on said Record of Survey, a radial to said point bears North 36° 50' 08" East, said point also being the Point of Terminus.



  
WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360

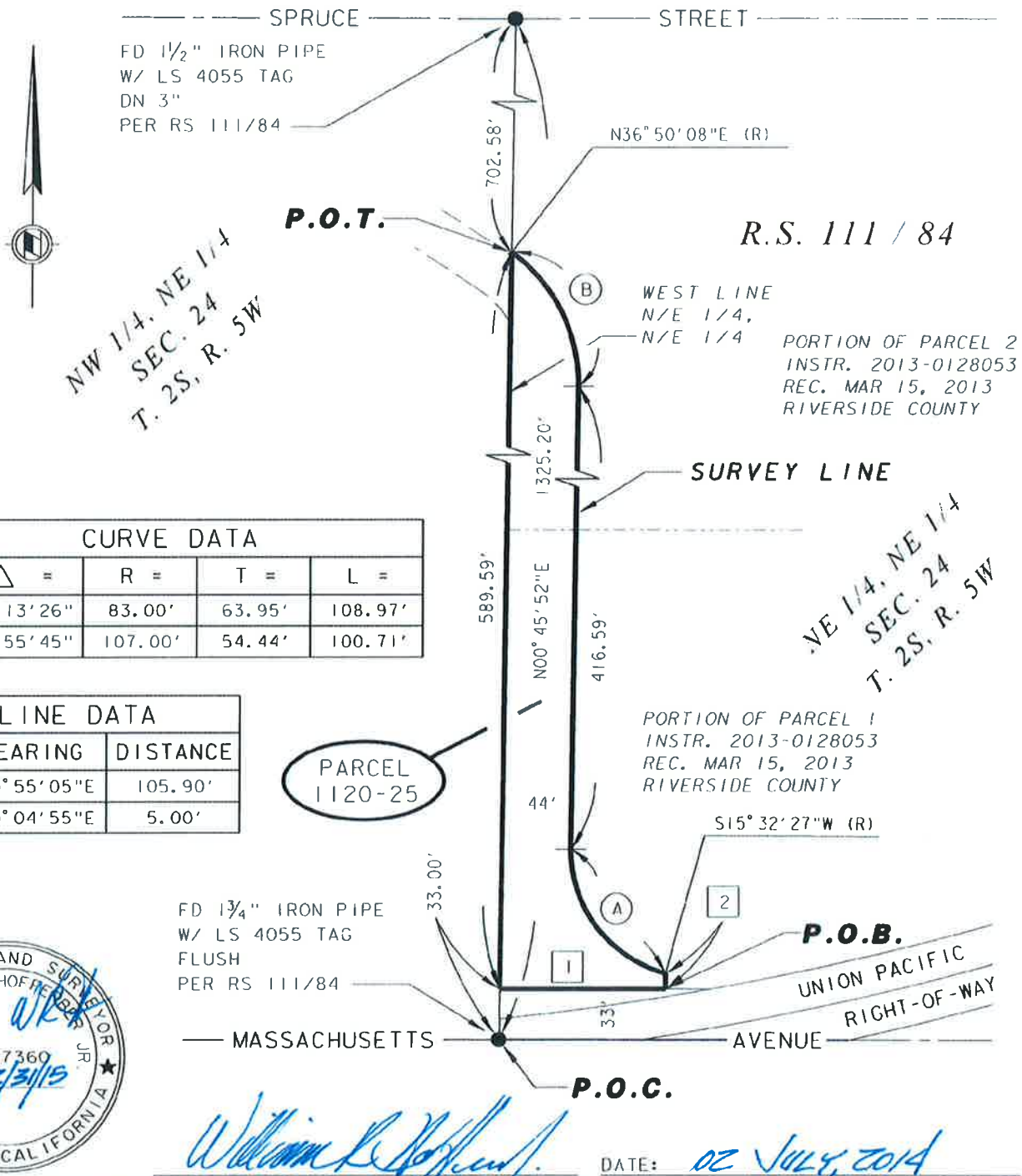
Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 02 July, 2014



### Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 2013-0128053, RECORDED MARCH 15, 2013, RECORDS OF SAID COUNTY.



NW 1/4, NE 1/4  
SEC. 24  
T. 2S, R. 5W

PARCEL  
1120-25

CURVE DATA				
○	△ =	R =	T =	L =
A	75° 13' 26"	83.00'	63.95'	108.97'
B	53° 55' 45"	107.00'	54.44'	100.71'

LINE DATA		
□	BEARING	DISTANCE
1	S89° 55' 05" E	105.90'
2	N00° 04' 55" E	5.00'



William R. Hoffenberg

DATE: 02 July, 2014

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

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3			
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 1120-25	SCALE: NO SCALE	PREPARED BY: CJC
		JUN-30-2014	SHEET NO. 1 OF 1

IN THE CITY OF RIVERSIDE, RIVERSIDE COUNTY, CALIFORNIA

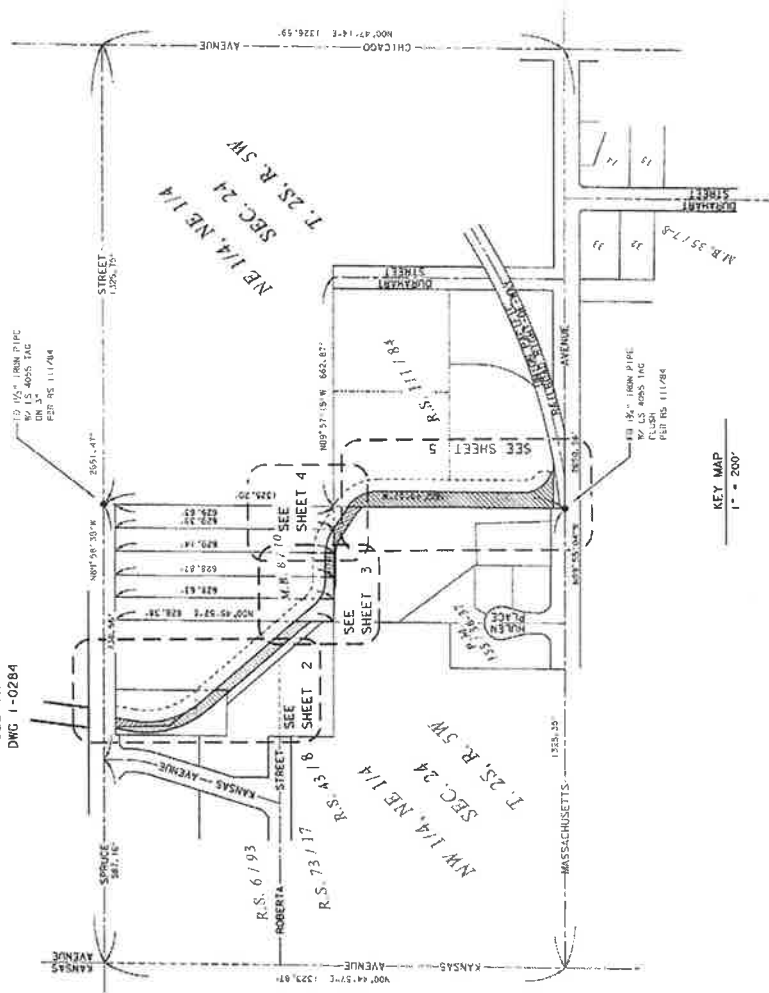
# RIGHT OF WAY & T.C.E. MAP

**UNIVERSITY WASH CHANNEL STG 3**  
 BEING PORTIONS OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

APRIL 2014

DATE	REVISION	DATA
02/27/14	ADD AND CHANGE TO SHEET	DATE
02/27/14	CHANGE TO SHEET	DATE

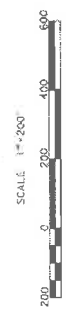
SEE RCFC  
 DWG 1-0284



**LEGEND**  
 DISTRICT RIGHTS SHOWN

- RIGHT OF WAY
- EASEMENT
- ENCROACHMENT
- UTILITY
- CHANNEL
- RIGHT OF WAY
- EASEMENT
- ENCROACHMENT
- UTILITY
- CHANNEL

VICINITY MAP  
 NO SCALE



1 **EXPERT MANAGEMENT, INC.**  
a Delaware Corporation  
2 (Herein referred to as "Grantor"), and

3 **RIVERSIDE COUNTY FLOOD CONTROL**  
4 **AND WATER CONSERVATION DISTRICT,**  
a body politic, (Herein referred to as "District")

6 Project: University Wash Channel  
Storm Drain, Stage 3  
7 Project No. 1-0-00120  
8 APNs 210-150-001 and 210-150-016  
9 RCFC Parcel No. 1120-25T

10 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION  
11 EASEMENT AGREEMENT

12 RECITALS

- 13 A. Grantor is the owner of certain real properties located in the industrial area of the city of  
14 Riverside, County of Riverside, State of California, containing the above-mentioned  
15 Assessor's Parcel Numbers, and are depicted and highlighted on the Assessor's map  
attached hereto and incorporated herein by reference ("Properties"), and has the right to  
grant to District permission to enter upon and use the Properties.
- 16 B. District desires to obtain Grantor's permission and Grantor desires to accommodate  
17 District's request to enter upon and use the Properties, on a temporary basis, for all  
18 purposes necessary to facilitate and accomplish the construction, installation and  
implementation of the University Wash Channel Storm Drain, Stage 3 Project ("Project").

19 NOW, THEREFORE, Grantor and District do hereby agree as follows:

20 AGREEMENT

- 21 1. The right is hereby granted to District to enter upon and use the Easement Areas (defined  
22 below), for all purposes necessary to facilitate and accomplish the construction,  
23 installation and implementation of the Project. Grantor shall grant no rights inconsistent  
24 with the reasonable exercise by District of its rights under this Agreement but may use the  
Properties in any manner that does not unreasonably interfere with the District's rights  
under this Agreement.
- 25 2. The right of entry and temporary construction easement used during the construction and  
26 implementation of the Project consists of an approximately 21,951 square foot portion of  
27 the Properties, also referenced as RCFC Parcel No. 1120-25T for access to RCFC Parcel  
28 No. 1120-25 as legally described in Exhibit "A" and pictorially depicted on Exhibits "B"  
and "C" for the corresponding interests, attached hereto, and made a part hereof  
(collectively, the "Easement Areas").

ORIGINAL

- 1 3. Written or oral notice shall be given to Grantor at least thirty (30) calendar days prior to  
2 using the rights herein granted. The rights herein granted shall commence upon SELLER  
receiving notice by DISTRICT and terminate eighteen (18) months thereafter.
- 3 4. It is understood that the District may enter upon Grantor's Properties where appropriate or  
4 designated for the purpose of getting equipment to and from the Easement Areas. District  
agrees not to damage Grantor's Properties in the process of performing such activities.
- 5 5. The right to enter upon and use Grantor's land includes the right to remove and dispose of  
6 approximately 50 linear feet of an old retaining wall which lies within the Easement Area  
7 referred to as RCFC Parcel No. 1120-25 and runs along the westerly boundary of APN  
210-150-001.
- 8 6. At the termination of the period of use of Grantor's land by District, but before its  
9 relinquishment to Grantor, debris generated by District's use will be removed and the  
10 surface will be graded and left in a neat condition.
- 11 7. Grantee shall indemnify and hold Grantor harmless from all claims arising from the use by  
12 District of Grantor's land. Prior to entry onto the Property, Grantee shall (i) furnish  
13 Grantor with a certificate of commercial general liability and property damage insurance,  
14 which shall include contractual liability coverage, maintained by Grantee with single  
15 occurrence coverage of at least One Million Dollars (\$1,000,000.00) for personal injury to  
16 or death of any one person, Two Million Dollars (\$2,000,000.00) for personal injury to or  
17 death of any number of persons in any one accident and One Million Dollars  
18 (\$1,000,000.00) for property damage, and (ii) comply with Grantor's Life Saving Rules  
(including completion of the Life Saving Rules training). Grantor will not charge any cost  
for any such training for Grantee staff, subcontractors, and/or associates; one million  
dollars (\$1,000,000.00) for property damage, and including SELLER as additional insured.  
Buyer's program of self-insurance may satisfy the insurance requirements required in this  
Section 4A of Agreement for Purchase and Sale of Real Property.
- 19 8. Grantor hereby warrants that they are the owners of the Properties described above subject  
20 to matters of record and that they have the right to grant District permission to enter upon  
and use the land.
- 21 9. This Agreement is the result of negotiations between the parties hereto. This Agreement is  
22 intended by the parties as a final expression of their understanding with respect to the  
23 matters herein and is a complete and exclusive statement of the terms and conditions  
thereof.
- 24 10. This Agreement shall not be changed, modified, or amended except upon the written  
25 consent of the parties hereto.
- 26 11. Pursuant to that certain Agreement for Purchase and Sale of Real Property ("PSA") entered  
27 into between the parties concurrently with this Agreement, District has provided to  
28 Grantor the value of thirty-six thousand nine hundred ten (\$36,910.00) dollars as  
consideration in the form described in the PSA for the rights granted by this right of entry  
and temporary construction easement.

1 No obligation other than those set forth herein will be required.

2 Date: \_\_\_\_\_  
3 (date to be filled in by the General Manager-Chief Engineer)

4 MAILING ADDRESS OF DISTRICT:

5 1995 Market Street  
6 Riverside, CA 92501

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

7  
8

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

9  
10  
11

12 APPROVED AS TO FORM:

13 GREGORY P. PRIAMOS  
14 County Counsel

15  
16 By: Synthia M. Gunzel  
17 SYNTHIA M. GUNZEL  
Deputy County Counsel

18 2-7-14  
19 Date

20  
21  
22  
23  
24  
25  
26  
27  
28

University Wash Channel Storm Drain, Stage 3  
RCFC Parcel No. 1120-25T  
APNs 210-1

1 MAILING ADDRESS OF GRANTOR:

2 Akzo Nobel, Inc.  
3 c/o Denis De Camp  
4 525 West Van Buren Street  
5 Chicago, IL 60607

6 GRANTOR:

7 EXPERT MANAGEMENT, INC.  
8 a Delaware Corporation

9  
10 By: 

VP-CRE  
Title

Dated: 12/1/15

13  
14 By: 

VP DIRECTOR LEGACY  
Title ASSET MANAGEMENT

Dated: 12/3/15

26 PVV:rlp  
27 11/12/15

28 University Wash Channel Storm Drain, Stage 3  
RCFC Parcel No. 1120-25T  
APNs 210-150-004 and 210-150-016

## EXHIBIT "A"

### University Wash Channel Stage 3 Parcel 1120-25

All that portion of the northeast one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 2013-0128053, recorded March 15, 2013, records of said county, lying westerly of the following described line:

Commencing at the point of intersection of the west line of said northeast one-quarter of the Northeast one-quarter of said section and the centerline of Massachusetts Avenue, said point being marked by a 1¾" iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 33.00 feet along said west line to the northerly right of way line of said Massachusetts Avenue;

Thence South 89° 55' 05" East 105.90 feet along said northerly right of way line to the Point of Beginning;

Thence North 00° 04' 55" East 5.00 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 83.00 feet, to which a radial line bears South 15° 32' 27" West;

Thence northerly along said curve through a central angle of 75° 13' 26" an arc distance of 108.97 feet;

Thence North 00° 45' 52" East 416.59 to the beginning of a curve concave, southwesterly, having a radius of 107.00 feet;

Thence northerly along said curve through a central angle of 53° 55' 45" an arc distance of 100.71 feet to a point on said west line, lying South 00° 45' 52" West 702.58 feet from the point of intersection of said west line with the centerline of Spruce Street, being marked by a 1½" iron pipe with LS 4055 tag as shown on said Record of Survey, a radial to said point bears North 36° 50' 08" East, said point also being the Point of Terminus.



  
WILLIAM R. HOFFERBER JR.

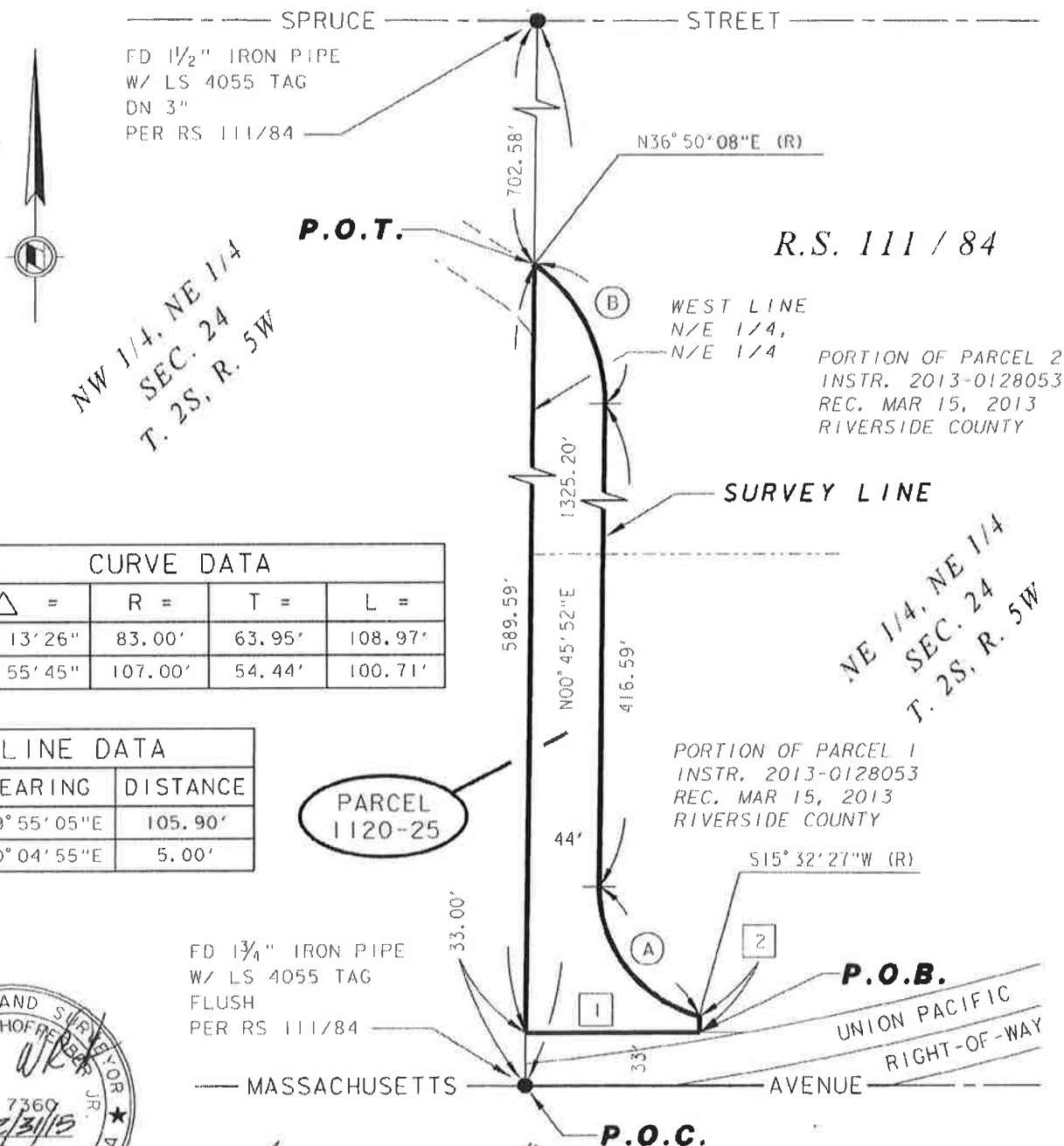
Land Surveyor No. 7360  
Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 02 July, 2014



### Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 2013-0128053, RECORDED MARCH 15, 2013, RECORDS OF SAID COUNTY.



#### CURVE DATA

○	△ =	R =	T =	L =
A	75° 13' 26"	83.00'	63.95'	108.97'
B	53° 55' 45"	107.00'	54.44'	100.71'

#### LINE DATA

□	BEARING	DISTANCE
1	S89° 55' 05" E	105.90'
2	N00° 04' 55" E	5.00'

PARCEL  
1120-25



— MASSACHUSETTS AVENUE

William R. Hoffmann

DATE: 02 JULY, 2014

### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST., RIVERSIDE, CA, 92501

PROJECT NAME:

UNIVERSITY WASH CHANNEL STG 3

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 1120-25

SCALE:

NO SCALE

JUN-30-2014

PREPARED BY:

CJC

SHEET NO.

1 OF 1

**Exhibit**

**“C”**

IN THE CITY OF RIVERSIDE

# RIGHT OF WAY

## UNIVERSITY

BEING PORTIONS OF THE NORTH  
SECTION 24, TOWNSHIP 2 SOUTH  
WITHIN THE CITY OF RIVERSIDE

RIVERSIDE COUNTY FLOOD

REVISION DATA		
DATE	DESCRIPTION	INITIAL
04/10/14	MAP WAS CREATED TO DEPICT PARCELS 1120-15A THRU 1120-25	DAC

PARCEL DATA		
PARCEL NO.	INSTRUMENT NO.	DATE RECORDED
1120-24	PENDING	PENDING
1120-25	PENDING	PENDING

CURVE DATA				
POINT	Δ	R =	T =	L =
W	56° 45' 34"	90.00'	48.62'	89.16'
X	23° 53' 59"	75.00'	15.87'	31.29'
Y	03° 37' 46"	105.00'	3.33'	6.65'
Z	53° 55' 45"	107.00'	54.44'	100.71'
BB	56° 45' 34"	142.00'	76.71'	140.67'
CC	58° 53' 25"	100.00'	56.45'	102.78'
DD	75° 13' 26"	83.00'	63.95'	108.97'
EE	63° 14' 14"	48.00'	29.55'	52.98'

LINE DATA		
LINE NO.	BEARING	DISTANCE
6	N00° 04' 55" E	37.40'
7	N00° 04' 55" E	5.00'



SCALE 1" = 30'



### LEGEND

EASEMENT RESERVED/GRANTED TO OTHERS SHOWN BY HATCHING IN SAME COLOR OF PARENT PARCEL WHICH HAS BEEN FILLED IN YELLOW.



TEMPORARY CONSTRUCTION EASEMENT - SHOWN BY HATCHING IN SAME COLOR AS PARENT PARCEL WHICH HAS BEEN FILLED IN YELLOW.



EASEMENT PARCELS - SHOWN BY HATCHING IN SAME COLOR AS PARENT PARCEL IF ACQUIRED BY THE SAME OWNER.



EASEMENT RIGHTS OTHER THAN FEE SOLID/OULITCLAINED - SHOWN BY HATCHING IN SAME COLOR AS PARENT PARCEL AND HATCHED IN BROWN.



EXCESS FEE RIGHTS SOLID/OULITCLAINED - PARENT PARCEL AND REMAINS UNHATCHED IN BROWN.



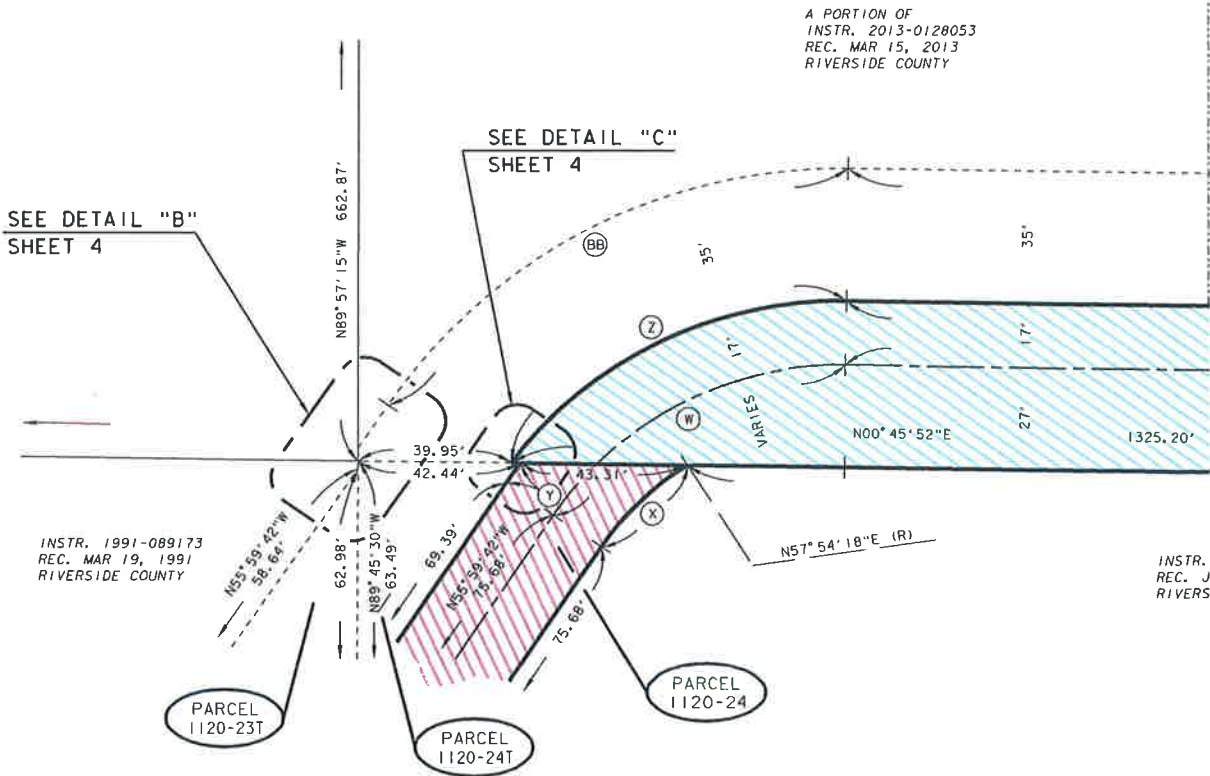
LEASE TYPE - SHOWN BY CROSS-HATCHING ANY COLOR EXCEPT YELLOW OR BROWN.



FEE PARCELS - SHOWN BY HATCHING IN SAME COLOR EXCEPT YELLOW OR BROWN.



DEDICATED LAND - LANDS ACQUIRED BY A.G.A.C. & R.C.D. THROUGH OFFERS OF DONATION, BIDDING OR SOLID HATCH LINE IN YELLOW OR BROWN, WITHIN THE PARENT PARCEL IF APPLICABLE.










SEE SHEET 4

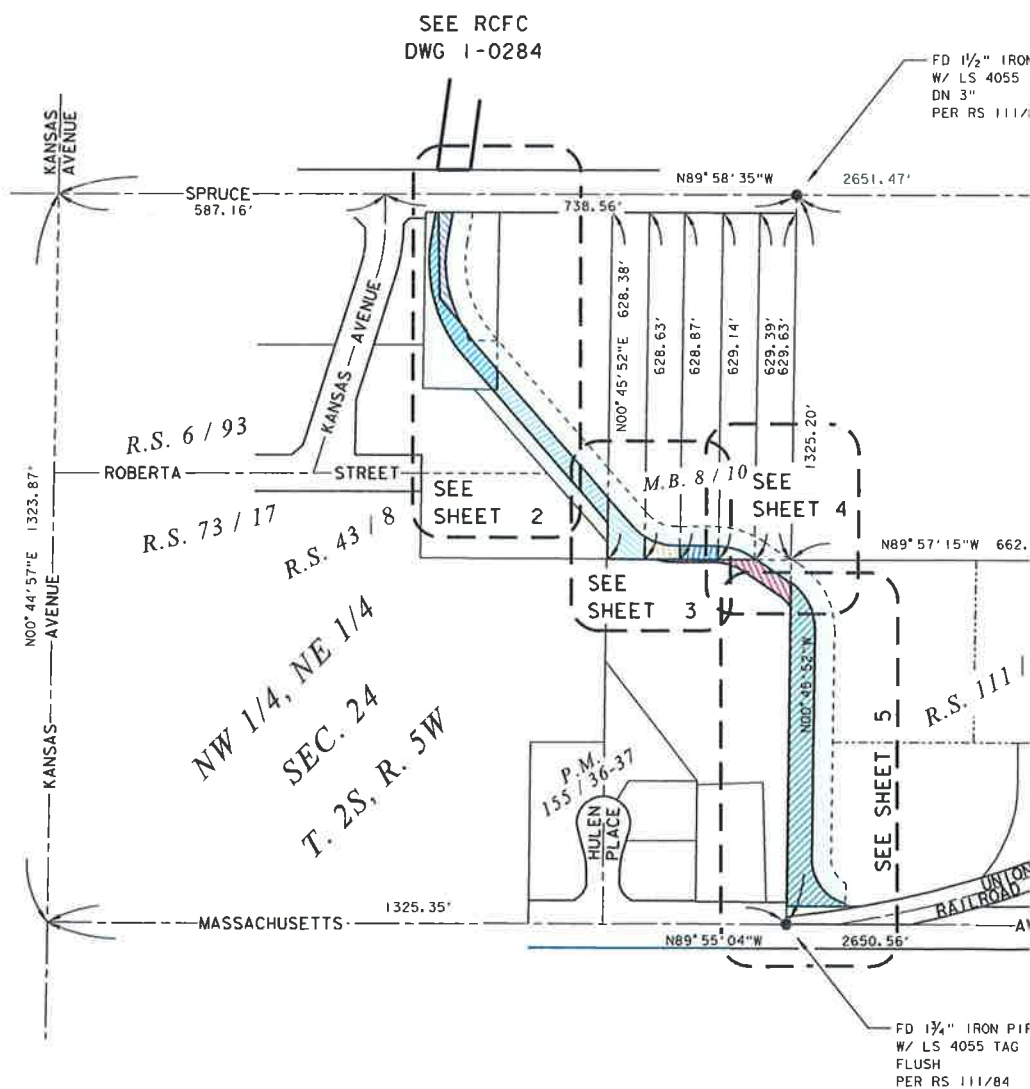
REVISION DATA		
DATE	DESCRIPTION	INITIAL
04/10/14	MAP WAS CREATED TO DEPICT PARCELS 1120-15A THRU 1120-25	DAC

IN THE CITY OF RIVERSIDE  
**RIGHT OF WAY**  
**UNIVERSITY**

BEING PORTIONS OF THE NW 1/4  
SECTION 24, TOWNSHIP 2 SOUTH  
WITHIN THE CITY OF RIVERSIDE  
**RIVERSIDE COUNTY FLOOD**

**LEGEND**  
**DISTRICT RIGHTS SHOWN**

-  FEE PARCELS - LAND ACQUIRED BY P.C.C. & S.C.A. THROUGH OFFERS TO BUY AND A SOLD COLOR MATCHING THE PARENT PARCEL IF APPLICABLE.
-  DEDICATED LAND - LANDS ACQUIRED BY P.C.C. & S.C.A. THROUGH OFFERS TO BUY AND A SOLD COLOR MATCHING THE PARENT PARCEL IF APPLICABLE.
-  EXCESS FEE RIGHTS, SOLID/OUTCLAIMED - EXCESS FEE RIGHTS, SOLID/OUTCLAIMED AT THE PARENT PARCEL AND RECLAIMED IN BROWN.
-  EASEMENT PARCELS - EASEMENT PARCELS SHOWN BY MATCHING IN SAME COLOR AS PARENT PARCEL, IF APPLICABLE IN THE PARENT PARCEL.
-  EXCESS RIGHTS OTHER THAN FEE RIGHTS - EXCESS RIGHTS OTHER THAN FEE RIGHTS IN SOLID HEAVY LINE IN SAME COLOR AS PARENT PARCEL AND MATCHED IN BROWN.
-  EASEMENT RESERVED/GRANTED TO OTHERS - EASEMENT RESERVED/GRANTED TO OTHERS SHOWN BY MATCHING IN SAME COLOR AS PARENT PARCEL, IF APPLICABLE IN THE PARENT PARCEL.
-  TEMPORARY CONSTRUCTION EASEMENT - TEMPORARY CONSTRUCTION EASEMENT - SOLID HEAVY LINE IN SAME COLOR AS PARENT PARCEL TO BE USED AS TEMPORARY CONSTRUCTION EASEMENTS ONLY.



SEE RCFC  
DWG 1-0284

KEY MAP  
1" = 200'

**Mitigated Negative Declaration  
from original project  
approval on July 1, 2014**

**(Copy)**

**MITIGATED NEGATIVE DECLARATION**

State Clearinghouse Number: 2014031054	Contact Person: Kris Flanigan	Telephone Number: 951.955.8581 Email: kflaniga@reflood.org
Lead Agency and Project Sponsor: Riverside County Flood Control and Water Conservation District		Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.
Address: 1995 Market Street	City: Riverside	Date: 7/9/14 Zip: 92501 Initial: kb

**Project Title and Description:**  
 The proposed University Wash Channel Stage 3 Project (Project) consists of the construction and maintenance of approximately 2,500 linear feet (LF) of 90-inch reinforced concrete pipe underground storm drain and associated catch basins, access manholes, street repaving, and grading of approximately 2 acres. Once constructed, the proposed Project would provide 10-year flood protection to the adjacent area.

**Project Location:**  
 The Project would be located in the city of Riverside, California, in Section 24 of Township 2 South, Range 5 West, San Bernardino Base and Meridian. The Project site is generally bound by Spruce Street to the north, Chicago Avenue to the east, Massachusetts Avenue and Durahart Street to the south, and Kansas Avenue to the west.

The General Manager-Chief Engineer of the Riverside County Flood Control and Water Conservation District has made a finding that the proposed University Wash Channel Stage 3 Project will not have a significant adverse effect on the environment. An Initial Study supporting this finding is attached. This finding will become final upon adoption of this Mitigated Negative Declaration by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District. Mitigation measures are as follows:

Refer to attached Project Features & Environmental Commitments Monitoring Program Table.

Signature:  Dated: 6/18/14  
 WARREN D. WILLIAMS  
 General Manager-Chief Engineer

The Board of Supervisors of the Riverside County Flood Control and Water Conservation District, assembled in regular session on July 1, 2014 has determined that the proposed University Wash Channel Stage 3 Project will not have a significant adverse effect on the environment and has adopted this Mitigated Negative Declaration.

Signature:  Dated: 7/1/14  
 KECIA HARPER-IHEM  
 Clerk of the Board

**Attachment**

- Copies to: 1) County Clerk  
 2) Flood Control

TMR:bjp

JUL 01 2014 11-2



1  
2 BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

3 RESOLUTION NO. F2014-10  
4 APPROVING UNIVERSITY WASH CHANNEL, STAGE 3 PROJECT

5 WHEREAS, on May 20, 2014, the Board adopted Resolution No. F2014-09 pursuant to  
6 Section 18 of the District Act giving notice of its intention to construct a project in Zone 1,  
7 within the city of Riverside, designated as University Wash Channel, Stage 3 Project ("Project")  
8 and giving further notice that the Project would be considered at a public hearing on July 1,  
9 2014; and

10  
11 WHEREAS, notice of the public hearing was properly made by publication and posting  
12 as required by law, and all persons desiring to be heard on the matter were given the opportunity  
13 to appear and present testimony, both oral and written; and

14 WHEREAS, all provisions of the California Environmental Quality Act and the District  
15 Rules to Implement the California Environmental Quality Act have been met and the General  
16 Manager-Chief Engineer of the District has found that the Project will not have a significant  
17 adverse effect upon the environment and has completed a Mitigated Negative Declaration.  
18

19 NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED  
20 by the Board of Supervisors of the Riverside County Flood Control and Water Conservation  
21 District in regular session assembled on July 1, 2014 based upon the evidence and testimony  
22 presented on the matter, both written and oral, that:

23  
24 1. The Project is not within a Criteria Area set forth in and established by the  
25 Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

26 2. The Project is consistent with the Riparian/Riverine Area and Vernal Pool  
27 requirements of the MSHCP. Pursuant to Section 6.1.2 of the MSHCP, Riparian/Riverine areas  
28

FORM APPROVED COUNTY COUNSEL  
BY MICHELLE CLACK 5/7/14 DATE



1  
2 are lands which contain habitat dominated by trees, shrubs, persistent emergents, or emergent  
3 mosses and lichens, which occur close to or which depend upon soil moisture from a nearby  
4 freshwater source, or areas with freshwater flow during all or a portion of the year. Vernal Pools  
5 are seasonal wetlands that occur in depression areas that have wetlands indicators of all three  
6 parameters (soils, vegetation, and hydrology) during the wetter portion of the growing season. It  
7 has been determined that although the Project area does not contain any vernal pools, the Project  
8 area does include Riparian/Riverine Area as defined by the MSHCP. Construction of the Project  
9 would result in approximately 0.72 acre of permanent impacts to disturbed riparian habitat within  
10 University Wash. In addition, the proposed Project area does not contain habitat suitable to  
11 support the least Bell's vireo, southwestern willow flycatcher and western yellow-billed cuckoo.  
12  
13 Mitigation for the permanent impact to the 0.72 acres of Riparian/Riverine Areas channel will be  
14 performed offsite at a ratio of 1:1. Pursuant to Section 6.1.2, a Determination of Biologically  
15 Equivalent or Superior Preservation (DBESP) analysis of unavoidable impacts to  
16 Riparian/Riverine Areas has been completed and submitted to the Resource Agencies on January  
17 7, 2014. The Resource Agencies did not respond to the DBESP during the 60-day review period.

18  
19 3. The Project is consistent with the Narrow Endemic Plant Species requirements of  
20 the MSHCP. Pursuant to Section 6.1.3 of the MSHCP, habitat assessments and/or focused  
21 surveys for certain narrow endemic plant species are required for properties within mapped  
22 survey areas. The survey area maps included within the MSHCP have been reviewed and the  
23 Project is not within a mapped survey area for Narrow Endemic Plant Species. Therefore, no  
24 further surveys or conservation measures are required.  
25

26 4. The Project is consistent with the Urban-Wildlands Interface requirements of the  
27 MSHCP. Section 6.1.4 of the MSHCP presents guidelines to minimize indirect effects of a  
28

1 project in proximity to the MSHCP Conservation Area. This section provides mitigation  
2 measures for impacts associated with: Drainage, Toxics, Lighting, Noise, Invasives, Barriers  
3 and Grading/Land Development. The appropriate MSHCP maps have been reviewed and it has  
4 been determined the Project does not occur within or adjacent to the Criteria Area or MSHCP  
5 designated Public/Quasi-Public (PQP) conservation lands. Therefore, no further analysis or  
6 implementation of any conservation measures is required.  
7

8           5. The Project is consistent with the Database Updates/Additional Surveys  
9 requirements of the MSHCP. Pursuant to Section 6.3.2 of the MSHCP, habitat assessments  
10 and/or focused surveys for certain additional plant and animal species are required for properties  
11 within mapped survey areas. The survey area maps have been reviewed and the Project is not  
12 within a mapped survey area. Therefore, no further surveys or conservation measures are  
13 required.  
14

15           6. The Project is consistent with the Criteria Area and PQP Land provisions  
16 contained in Section 3.2.1 of the MSHCP. Section 3.2.1 describes lands within the MSHCP  
17 conservation area including those designated as PQP Lands. Section 3.2.1 states that if a  
18 Permittee elects to use property currently depicted as PQP Lands in a way that alters the land use  
19 such that it would not contribute to Reserve Assembly, the Permittee shall locate and acquire or  
20 otherwise encumber replacement acreage at a minimum ratio of 1:1. The Permittee must make  
21 findings that the replacement acreage is biologically equivalent or superior to the existing  
22 property. The appropriate MSHCP maps have been reviewed and it has been determined the  
23 Project does not occur within MSHCP designated PQP Lands. Therefore, replacement acreage  
24 for impacts to PQP Lands is not required.  
25  
26  
27  
28

1  
2 7. The Project is consistent with the Construction Guidelines for Facilities within  
3 Criteria Areas and PQP Lands and Standard Best Management Practices, Appendix C contained  
4 in Section 7.5.3 of the MSHCP. The appropriate MSHCP maps have been reviewed and it has  
5 been determined the Project does not occur within any MSHCP Criteria Areas and PQP Lands,  
6 therefore, Section 7.5.3 does not apply to the Project. However, the District will implement  
7 applicable Standard Best Management Practices as outlined in Appendix C of the MSHCP.

8  
9 8. The project will not have a significant adverse effect upon the environment and a  
10 Mitigated Negative Declaration and Mitigation Monitoring Program are adopted based on the  
11 findings incorporated in the initial study.

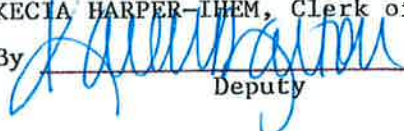
12  
13 9. The Project is approved and the District is hereby authorized to proceed with the  
14 Project.

15 BE IT FURTHER RESOLVED that, within five (5) working days of this Board hearing,  
16 the Clerk of the Board is directed to deliver the adopted Mitigated Negative Declaration and the  
17 Notice of Determination to the Office of the County Clerk and Recorder and to the State Office  
18 of Planning and Research, who are thereby directed to file same, all as required by law.

19 ROLL CALL:

20 Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
21 Nays: None  
22 Absent: None

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

25 KECIA HARPER-IHEM, Clerk of said Board  
By  Deputy

original NOD from 2014

Notice of Determination

To: Office of Planning and Research

From: Riverside County Flood Control
1995 Market Street
Riverside, CA 92501
Contact: Kris Flanigan
Phone: 951.955.8581

For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth Street
Sacramento, CA 95814

Lead Agency (if different from above):

County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

SUBJECT:

Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): SCH 2014031054

Project Title:

University Wash Channel, Stage 3

Project Location (include county)

The proposed project site is generally bound by Spruce Street to the north, Chicago Avenue to the east, Massachusetts Avenue and Durahart Street to the south, and Kansas Avenue to the west in the city of Riverside, County of Riverside. The proposed project is located within Township 2 South, Range 5 West, Section 24 of the Riverside East, California USGS 7.5-minute quadrangle map.

Project Description

The University Wash Channel, Stage 3 project consists of construction and maintenance of approximately 2,500 linear feet (LF) of 90-inch reinforced concrete pipe underground storm drain and associated catch basins, access manholes, street repaving, and grading of approximately two acres. The Riverside County Flood Control and Water Conservation District would manage construction, and own, operate and maintain the storm drain mainline. The City of Riverside would maintain the catch basins (i.e., drain inlets) and connector pipes. Once constructed, the proposed project would provide 10-year flood protection to the adjacent area and would substantially improve drainage along the project reach during the majority of storm events. Additionally, when ultimately paired with future master planned improvements upstream, the proposed storm drain improvements would provide 100-year flood protection to adjacent properties and public right-of-way.

This is to advise that the Riverside County Flood Control and Water Conservation District has approved the above described project on July 1, 2014 and has made the following determinations regarding the above described project: (Date)

(X) Lead Agency or ( ) Responsible Agency

project on July 1, 2014 and has made the following determinations regarding the above described project: (Date)

- 1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were not made pursuant to the provisions of CEQA.

This is to certify that the Mitigated Negative Declaration is available to the General Public at: The Office of the Clerk to the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.

Signature (Public Agency)

Board Assistant Title

Date 7/1/14

Date received for filing at OPR:

Authority cited: Sections 21083 and 21087, Public Resources Code.
Reference: Sections 21000-21174, Public Resources Code.

Revised 2004

JUL 01 2014 11-2

Original NOD Receipt  
Shows MND Fees Pd in 2014

STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 201400408

State Clearinghouse # (if applicable): 2014031054

Lead Agency: RIVERSIDE COUNTY FLOOD CONTROL

Date: 07/10/2014

County Agency of Filing: Riverside

Document No: 201400408

Project Title: UNIVERSITY WASH CHANEL, STAGE 3

Project Applicant Name: RIVERSIDE COUNTY FLOOD CONTROL

Phone Number: 951 955-8581

Project Applicant Address: 1995 MARKET STREET RIVERSIDE CA 92501

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

Environmental Impact Report

Negative Declaration

Application Fee Water Diversion (State Water Resources Control Board Only)

Project Subject to Certified Regulatory Programs

County Administration Fee

Project that is exempt from fees (DFG No Effect Determination (Form Attached))

Project that is exempt from fees (Notice of Exemption)

2181.25

\$50.00

Total Received 2231.25

Signature and title of person receiving payment:



Notes:

**CDFW/County Fee**

**COUNTY CLERK FEE SCHEDULE, continued...**

**Surety Fees**

Power of Attorney for Admitted Surety Insurer, One name.....	\$27.00
Power of Attorney for Admitted Surety Insurer, Each additional name.....	27.00
Financial Statement - Admitted Surety Insurer.....	3.50
Revocation of Power of Attorney.....	27.00

**County Clerk's Copy and Certification Fees**

Certifying a copy of any filed paper.....	1.75
Photocopy or System Page Copy, First Page.....	1.00
Photocopy or System Page Copy, Each Additional Page.....	0.10
Certificate of Proof of Authority of Surety to Act.....	3.50
Certification of Notary Signature, One Name.....	15.00
Certification of Notary Signature (additional requests, same notary).....	2.25
Certification of Translation.....	10.00
Requests via the Public Records Act, First Page.....	1.00
Requests via the Public Records Act, Each Additional Page.....	0.10

**Filing Fees**

Administration of Oath for Humane Officer.....	5.00
Fish & Game documentary handling fee.....	50.00
All papers for which a fee is not elsewhere provided.....	2.25
Environmental Impact Report .....	3,069.75
Negative Declaration .....	2,210.00
FBN Daily Report .....	100/month

**Other Fees**

Bank Returned Item Fee .....	32.00
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**NOTE:**

No documents will be returned unless a stamped, self-addressed envelope is included.

DISCLAIMER: The information contained herein was valid at the time of publication. The Assessor-County Clerk-Recorder reserves the right to modify, change or make improvements at any time, without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.

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# Notice of Determination



## Notice of Determination

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To: County Clerk  
County of Riverside  
2724 Gateway Drive  
Post Office Box 3044  
Riverside, CA 92507

From: Riverside County Flood Control  
1995 Market Street  
Riverside, CA 92501  
Contact: Kris Flanigan  
Phone: 951.955.8581

Lead Agency: Same as above

### **Filing of Notice of Determination in compliance with Public Resources Code Section 21152**

**State Clearinghouse Number:** 2014031054

**Project Title:** Purchase of Easement Interests in Real Property for the University Wash Storm Drain Stage 3.

**Project Location:** The project is located in Riverside County in the city of Riverside. The subject parcels are located northwest of the intersection of Massachusetts Avenue and Durahart Street. The subject APNs are 210-150-001 and 210-150-016. The area consists of approximately 1.11 acres or 48,361 square feet of land. The property is located at latitude/longitude 33° 59' 17.09" N/117° 21' 00.22" W or within Township 2 South, Range 5 West, San Bernardino Base and Meridian.

**Project Description:** The project consists of the acquisition of the permanent easements and temporary construction easement interests in real property for APNs 210-150-001 and 210-150-016. The project includes the removal of approximately 50 lineal feet of an old retaining wall, and hauling away debris generated from that removal. The project is part of a larger project, University Wash Channel Storm Drain, Stage 3, and was already evaluated pursuant to CEQA.

**Determination:** This is to advise that on July 1, 2014 the Riverside County Flood Control and Water Conservation District approved the University Wash Channel Storm Drain, Stage 3 project and made the following determinations regarding the project:

1. The project will not have a significant effect on the environment.
2. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. The project will not result in any new significant environmental effects not identified in the Initial Study and MND; will not substantially increase the severity of the environmental effects identified in the MND; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible.
6. Nothing further is required and no further environmental documentation is required for California Environmental Quality Act purposes because the acquisition of easements was adequately analyzed in the earlier environmental documentation.

This is to certify that the previously adopted Mitigated Negative Declaration and the record of project approval are available for public review at the Office of the Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.

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Signature (Public Agency)

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Title

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Date

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Date received for filing at OPR

JMV:blm  
P8\202069

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 1/5/2016 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25110

DEPT ID: 947400 PROGRAM:

AMOUNT: \$50.00

REF: CEQA Notice of Determination University Wash Ch, Stg 3 221-1-8-00120-03-30-0000-000

Please only Bill for \$50 Admin Fee. See attached previous Fees Pd

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Michael Reyes MR 1/6/15

PRESENTED BY: Joan Valle EXT 58856

CONTACT: Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):

CDFW/County Fee

COUNTY CLERK FEE SCHEDULE, continued...

Surety Fees

Power of Attorney for Admitted Surety Insurer, One name.....	\$27.00
Power of Attorney for Admitted Surety Insurer, Each additional name.....	27.00
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# RIGHT OF WAY & T.C.E. MAP

## UNIVERSITY WASH CHANNEL STG 3

BEING PORTIONS OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

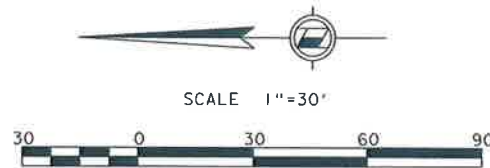
APRIL 2014

REVISION DATA		
DATE	DESCRIPTION	INITIAL
04/10/14	MAP WAS CREATED TO DEPICT PARCELS 1120-15A THRU 1120-25	DAC

PARCEL DATA		
PARCEL NO.	INSTRUMENT NO.	DATE RECORDED
1120-24	PENDING	PENDING
1120-25	PENDING	PENDING

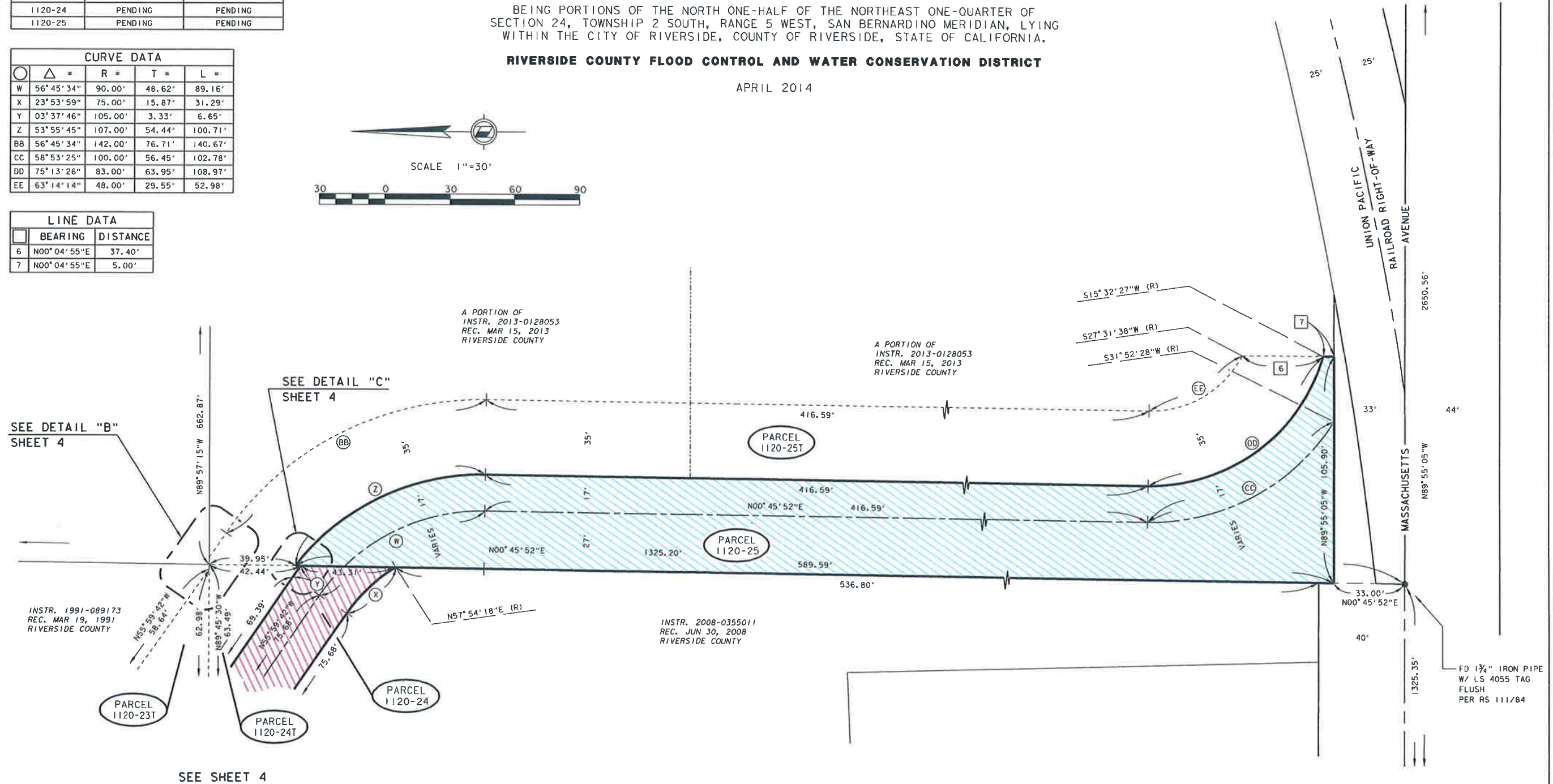
CURVE DATA				
Δ	R =	T =	L =	
W	56° 45' 34"	90.00'	48.62'	89.16'
X	23° 53' 59"	75.00'	15.87'	31.29'
Y	03° 37' 46"	105.00'	3.33'	6.65'
Z	53° 55' 45"	107.00'	54.44'	100.71'
BB	56° 45' 34"	142.00'	76.71'	140.67'
CC	58° 53' 25"	100.00'	56.45'	102.78'
DD	75° 13' 26"	83.00'	63.95'	108.97'
EE	63° 14' 14"	48.00'	29.55'	52.98'

LINE DATA		
	BEARING	DISTANCE
6	N00° 04' 55" E	37.40'
7	N00° 04' 55" E	5.00'



**LEGEND**  
**DISTRICT RIGHTS SHOWN**

- EASEMENT RESERVED/GRANTED TO OTHERS BY INTERIOR IN SAME COLOR SHOWN IN PARENT PARCEL WHICH HAS BEEN FILLED IN YELLOW.
- TEMPORARY CONSTRUCTION EASEMENT - LOTS NOT ACQUIRED BY R.C.F.C. & R.C.W.D. SHOWN TO CONSTRUCTION EASEMENTS ONLY.
- EXCESS RIGHTS OTHER THAN FEE SHOWN BY INTERIOR IN SAME COLOR AS FEE PARCEL. IF ACQUIRED BY THE SAME OWNER.
- EXCESS RIGHTS SOLID/OUTLINED - SHOWN BY INTERIOR IN SAME COLOR AS THE PARENT PARCEL AND BOUNDARIES COULDN'T BE SHOWN.
- LEASE TYPE - SHOWN AS CROSS-HATCHING. ANY COLOR EXCEPT YELLOW OR BROWN.
- FEE PARCELS - SHOWN IN SOLID COLOR. COLOR EXCEPT YELLOW OR BROWN.
- RELOCATED LAND - E & B.C.D. TOWNSHIP OFFERS LANDS ACQUIRED BY R.C.F.C. & R.C.W.D. TO BE RELOCATED TO OTHERS WITHIN THE PARENT PARCEL IF APPROPRIATE.





REVISION DATA		
DATE	DESCRIPTION	INITIAL
04/10/14	MAP WAS CREATED TO DEPICT PARCELS 1120-15A THRU 1120-25	DAC

IN THE CITY OF RIVERSIDE, RIVERSIDE COUNTY, CALIFORNIA

SHEET 1 OF 5 SHEETS

# RIGHT OF WAY & T.C.E. MAP









## UNIVERSITY WASH CHANNEL STG 3

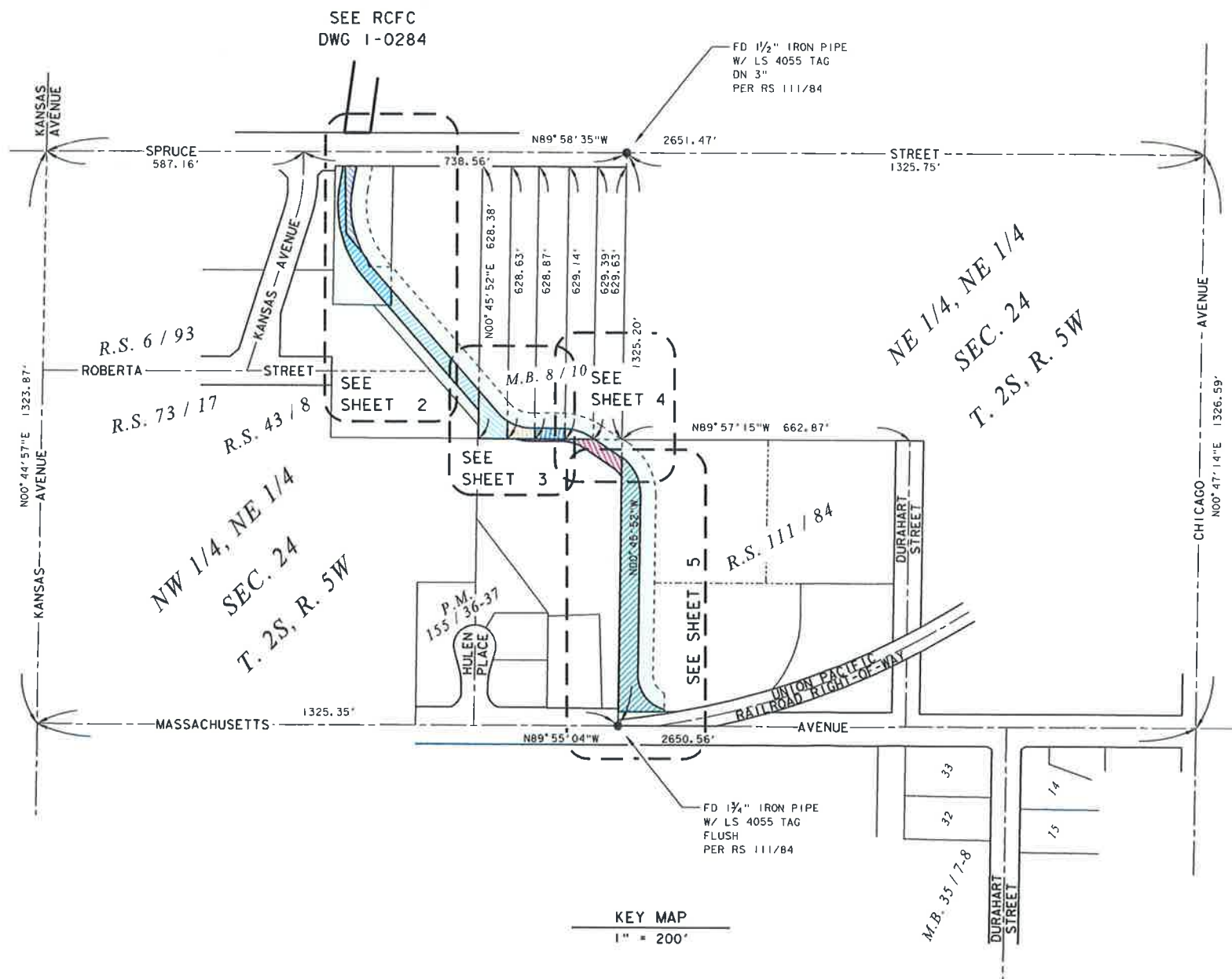
BEING PORTIONS OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

APRIL 2014

### LEGEND

-  EASEMENT RESERVED/GRANTED TO OTHERS BY PARENT PARCEL WHICH HAS BEEN FILED IN YELLOW
-  EXCESS RIGHTS OTHER THAN FEE EASEMENT PARCELS SHOWN BY DOTTED LINE IN SAME COLOR AS FEE PARCEL, IF ACQUIRED BY THE SAME OWNER.
-  EXCESS FEE RIGHTS SOLD/QUITCLAIMED - SHOWN IN SOLID COLOR. IN SAME COLOR AS FEE PARCEL AND REMAINDER COLORED IN BROWN.
-  FEE PARCELS - SHOWN IN SOLID COLOR. ANY COLOR EXCEPT YELLOW OR BROWN.
-  TEMPORARY CONSTRUCTION EASEMENT - SHOWN BY DOTTED LINE IN YELLOW. SHOWS TO CONSTRUCTION EASEMENTS ONLY.
-  EXCESS RIGHTS OTHER THAN FEE EASEMENT PARCELS SHOWN BY DOTTED LINE IN SAME COLOR AS FEE PARCEL AND REMAINDER COLORED IN BROWN.
-  LEASE TYPE - SHOWN BY DOTTED LINE IN BROWN. ANY COLOR EXCEPT YELLOW OR BROWN.
-  DEDICATED LAND - LANDS ACQUIRED BY R.C.F.C. & B.C.F. THROUGH OFFERS OF PURCHASE, EXERCISE OF EMINENT DOMAIN, OR OTHER MEANS, AND NOT BEING SUBJECT TO ANY RIGHTS RESERVED BY PARENT PARCEL.



KEY MAP  
1" = 200'

