

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

708B



FORM APPROVED COUNTY COUNSEL
DATE 3/17/16
BY: GREGORY P. PRIAMOS

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 1, 2016

SUBJECT: Adopt Resolution No. F2016-04, Authorization to Purchase Fee Simple Interests in Real Property located in the unincorporated area of Riverside County, State of California; Assessor's Parcel Numbers 290-190-027 and 290-190-082; CEQA Notice of Exemption – Coldwater Canyon Wash Project No. 2-0-00505; District 1; District Funds 100% [\$1,535,000.00]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that the purchase of fee simple interest in real property is exempt from the California Environmental Quality Act ("CEQA") as it has been determined that the project qualifies for "Class 25 Categorical Exemption" pursuant to the State CEQA Guidelines: Section 15325(d), "Acquisition, sale, or other transfer to prevent encroachment of development into flood plains", the project is also consistent with Section 15061(b)(3), "Common Sense Exemption".

Continued on Page 2

P8\202235
AU:JMV:rlp

Warren D. Williams
WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,535,000.00	\$ N/A	\$ 1,535,000.00	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 1,535,000.00	\$ N/A	\$ 1,535,000.00	\$ N/A	
SOURCE OF FUNDS: Land – Zone 2 Const./Maint./Misc. 540040-25120-947420				Budget Adjustment: No	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION:

APPROVE
Steven C. Horn
BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: REGINAL L. NEAL
2/18/16

Departmental Concurrence

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

Prev. Agn. Ref.: | District: 1st | Agenda Number:

11-4

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

FORM 11: Adopt Resolution No. F2016-04, Authorization to Purchase Fee Simple Interests in Real Property located in the unincorporated area of Riverside County, State of California; Assessor's Parcel Numbers 290-190-027 and 290-190-082; CEQA Notice of Exemption – Coldwater Canyon Wash Project No. 2-0-00505; District 1; District Funds 100% [\$1,535,000.00]

DATE: March 1, 2016

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Recommended Motion: contd.

2. Adopt Resolution No. F2016-04, Authorization to Purchase Fee Simple Interests in Real Property located in the unincorporated area of Riverside County, State of California, Assessor's Parcel Numbers 290-190-027 and 290-190-082, also referred to as RCFC Parcel Numbers 2505-500 and 2505-501, by Grant Deeds for the Coldwater Canyon Wash Project.
3. Approve the Agreement for Purchase and Sale of Real Property between the District and William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992 concerning real property with APN 290-190-027 and the Agreement for Purchase and Sale of Real Property between the District and Glen Ivy Properties, LLC, concerning real property with APN 290-190-082 and authorize the Chairman of the Board to execute said Agreements 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 Exemption with the County Clerk within five (5) working days of approval by the Board.

BACKGROUND:

Summary

The existing Coldwater Canyon Wash is a natural watercourse located between Glen Ivy Road and Squaw Mountain Road, just outside the City limits of Corona. The subject property is located within a natural watercourse designated as a Department of Water Resources (DWR) Special Flood Hazard Area. The existing watercourse often floods Temescal Canyon Road, and the District is reviewing and investigating some erosion occurring along the Wash. The acquisition of the subject properties will protect the floodplain from development encroachment. No construction or future facilities are proposed at this time.

Acquisition of the subject properties has been negotiated with the property owners who are willing sellers. District staff recommends the following approval for: 1) an Agreement for the Purchase and Sale negotiated with the property owners, William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992, for the fair market value of \$655,000.00. The Purchase Agreement covers the fee title interest that is described as Assessor's Parcel No. 290-190-027, area referred to as RCFC Parcel No. 2505-500. The property area consists of approximately 2.5 acres± of vacant unimproved land and 2) an Agreement for the Purchase and Sale negotiated with the property owners, Glen Ivy Properties, LLC, for the fair market value of \$860,000.00. The Purchase Agreement covers the fee title interest that is described as Assessor's Parcel No. 290-190-082, area referred to as RCFC Parcel No. 2505-501. The property area consists of approximately 4.15 acres± of vacant unimproved land. In total, the consideration for both properties is \$1,515,000 for the fee title interest, plus \$20,000.00 for title insurance and escrow fees. The consideration for the real property is determined to be reasonable as it is the appraised fair market value for the vacant unimproved real property.

The project is exempt from CEQA because it qualifies as a "Class 25 Categorical Exemption" pursuant the State CEQA Guidelines: Section 15325(d), "Acquisition, sale, or other transfer to prevent encroachment of development into flood plains"; the project is also consistent with Section 15061(b)(3), "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment, as it is merely a conveyance of vacant and undisturbed property to the District that will protect the floodplain from development encroachment. No construction or

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

FORM 11: Adopt Resolution No. F2016-04, Authorization to Purchase Fee Simple Interests in Real Property located in the unincorporated area of Riverside County, State of California; Assessor's Parcel Numbers 290-190-027 and 290-190-082; CEQA Notice of Exemption – Coldwater Canyon Wash Project No. 2-0-00505; District 1; District Funds 100% [\$1,535,000.00]

DATE: March 1, 2016

PAGE: Page 3 of 3

future facilities are proposed at this time. Furthermore, any future use of the site would undergo the appropriate CEQA review process, if a project is identified and proposed.

Impact on Residents and Businesses

No adverse impact; the acquisition of these properties would protect the floodplain from development encroachment.

Resolution No. F2016-04, the Notice of Exemption, and the Agreements for the Purchase and Sale of Real Property have been approved as to form by County Counsel.

ATTACHMENTS (in this order):

- Resolution No. F2016-04
- Regional Map of subject area
- Agreements for Purchase and Sale of Real Property with William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992
- Exhibit "A-1" Legal Description and Exhibit "B-1" Plat Map for the PSA concerning Assessor's Parcel Number 290-290-027
- Agreements for Purchase and Sale of Real Property with Glen Ivy Properties, LLC
- Exhibit "A-2" Legal Description and Exhibit "B-2" Plat Map for the PSA concerning Assessor's Parcel Number 290-190-082
- Notice of Exemption (NOE) and Authorization to Bill to pay NOE filing fee

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2016-04

AUTHORIZATION TO PURCHASE FEE SIMPLE INTERESTS IN REAL PROPERTY
LOCATED IN THE UNINCORPORATED AREA OF
RIVERSIDE COUNTY, STATE OF CALIFORNIA
COLDWATER CANYON WASH
PROJECT NO. 2-0-00505
ASSESSOR'S PARCEL NUMBERS 290-190-027 AND 290-190-082

WHEREAS, William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992 and Glen Ivy Properties, LLC (collectively the "Sellers") are the owners of certain real property located in the unincorporated area of Riverside County, State of California, commonly identified with Assessor's Parcel Nos. 290-190-027 and 290-190-082, respectively (collectively the "Properties"); and

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") desires to acquire from the Sellers and the Sellers desire to sell to the District, the Properties pursuant to the terms of the negotiated respective Agreements for Purchase and Sale of Real Property (the "Project"); and

WHEREAS, the subject properties are located within the Coldwater Canyon Wash, which is a natural watercourse that have been designated as a Department of Water Resources Special Flood Hazard Area; and

WHEREAS, Temescal Canyon Road is often subject to flooding during significant storm events and erosion is occurring along the Coldwater Canyon Wash; and

WHEREAS, the acquisition Project will protect the floodplain from development encroachment; and

WHEREAS, no construction or future facilities are proposed at this time, although the District may use the site in the future for flood control and/or water recharge improvements; and

WHEREAS, the District is working to identify and develop solutions to: 1) reduce flooding and erosion along the Coldwater Canyon Wash; 2) reduce flooding on Temescal Canyon Road; and 3) to potentially use the site for groundwater recharge; and

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE: 2-11-16
SYNTHIA M. GUNZEL

1 WHEREAS, any potential future use of the site would undergo the appropriate
2 California Environmental Quality Act ("CEQA") review process, once and if a project has been
3 identified, vetted and proposed.

4 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by vote
5 of the Board of Supervisors of the District, in regular session assembled on March 1, 2016, in the
6 meeting room of the Board of Supervisors of the District located on the 1st floor of the County
7 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based upon the
8 evidence and testimony presented on the matter, both written and oral, as it relates to this
9 acquisition has determined the following:

- 10 1. Based on the review of the proposed acquisition, the environmental impacts of the
11 acquisition project have been sufficiently assessed. The project qualifies for a
12 CEQA "Class 25 Categorical Exemption" pursuant to Section 15325(d) of the
13 State CEQA Guidelines, because the District is merely purchasing interest in real
14 property, which will protect the floodplain from development encroachment.
- 15 2. Furthermore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the
16 project qualifies for the "General Rule" or "Common Sense Exemption" because
17 it can be seen with certainty that there is no possibility that the activity in question
18 will have a significant effect on the environment because the District is merely
19 purchasing interest and transferring title in real property and this conveyance does
20 not effect a change in the environment.
- 21 3. Based upon the exemptions identified above, the District hereby concludes that no
22 physical environmental impacts are anticipated to occur and the project as
23 proposed is exempt under CEQA. No further environmental analysis is
24 warranted.

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by vote of the
26 Board, at or after 9:00 a.m., that this Board authorizes:

- 1 1. The purchase of that certain real property in the unincorporated area of Riverside
2 County, State of California, consisting of approximately 2.5± acres of vacant,
3 unimproved real property with Assessor's Parcel Number 290-190-027, and also
4 known as RCFC Parcel No. 2505-500 in fee, more particularly described on
5 Exhibit "A-1" attached hereto and by this reference incorporated herein, for a
6 purchase price of \$655,000.00 plus an additional \$10,000.00 for title insurance
7 and escrow fees, from William R. K. Ferril III and the Bryan Family Trust dated
8 November 4, 1992 by Grant Deed; and
- 9 2. The purchase of that certain real property in the unincorporated area of Riverside
10 County, consisting of approximately 4.15± acres of vacant, unimproved real
11 property with Assessor's Parcel Number 290-190-082, and also known as RCFC
12 Parcel No. 2505-501 in fee, more particularly described on Exhibit "A-2" attached
13 hereto and by this reference incorporated herein, for a purchase price of
14 \$860,000.00 plus an additional \$10,000.00 for title insurance and escrow fees,
15 from Glen Ivy Properties, LLC by Grant Deed.

16 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
17 Agreement for Purchase and Sale of Real Property between the District and William R. K. Ferril
18 III and the Bryan Family Trust dated November 4, 1992 is hereby approved and the Chairman of
19 the Board of Supervisors of the District is authorized to execute the same on behalf of the
20 District.

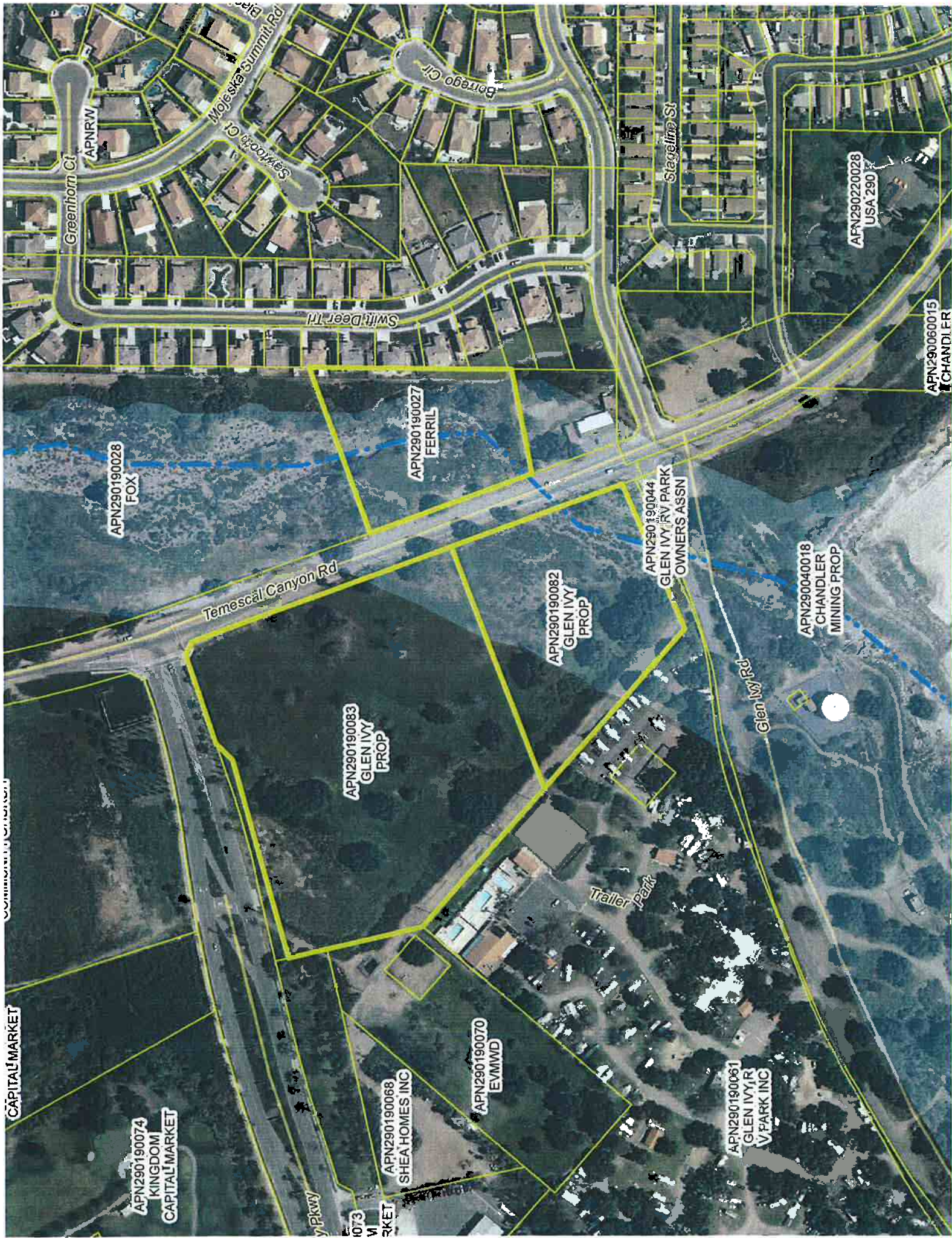
21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
22 Agreement for Purchase and Sale of Real Property between the District and Glen Ivy Properties,
23 LLC is hereby approved and the Chairman of the Board of Supervisors of the District is
24 authorized to execute the same on behalf of the District.

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of
26 the Board certify acceptance of any documents conveying the real property interest in favor of
27 the District to complete the purchase and for recordation.
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BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the real property and this transaction.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board shall file a Notice of Exemption with the Riverside County Clerk's Office within five (5) working days of approval by the Board.



APN290190028
FOX

APN290190027
FERRIL

APN290190082
GLEN IVY
PROP

APN290190083
GLEN IVY
PROP

APN290190044
GLEN IVY RV PARK
OWNERS ASSN

APN290040018
CHANDLER
MINING PROP

APN290190068
SHEA HOMES INC

APN290190070
EVMWD

APN290190061
GLEN IVY, R
V PARK INC

APN290220028
USA 290

APN290060015
CHANDLER

CAPITAL MARKET

APN290190074
KINGDOM
CAPITAL MARKET

Trailer Park

Temescal Canyon Rd

Greenhorn Ct

Mojesta Summit Rd

Bonogo Cir

Swift Deer Trl

Staging St

Glen Ivy Rbp

Commercial Capital

Exhibit "A-1"

**Coldwater Wash at Glen Ivy
Parcel 2505-500**

Being a portion of Lot 45, as shown on Map Book 90, Pages 18 through 22, inclusive, as described in that certain Grant Deed recorded as Instrument Number 143632, on August 8, 1980, records of Riverside County, located in the unincorporated territory of Riverside County, State of California, described as follows:

Beginning at the southwest corner of said Lot 45 as shown on said Map Book 90, Pages 18 through 22;

Thence North 21° 05' 00" West 364.00 feet along the westerly line of said Lot 45;

Thence North 68° 55' 00" East 360.05 feet to the easterly line of said lot;

Thence South 00° 26' 55" West 431.32 feet along said easterly line, to the southeast corner of said Lot 45;

Thence South 79° 22' 14" West 205.15 feet along the southerly line of said lot to the Point of Beginning.

A lot line adjustment for the above described parcel was approved by the Riverside Planning Department November 7, 1979 as case number 773.





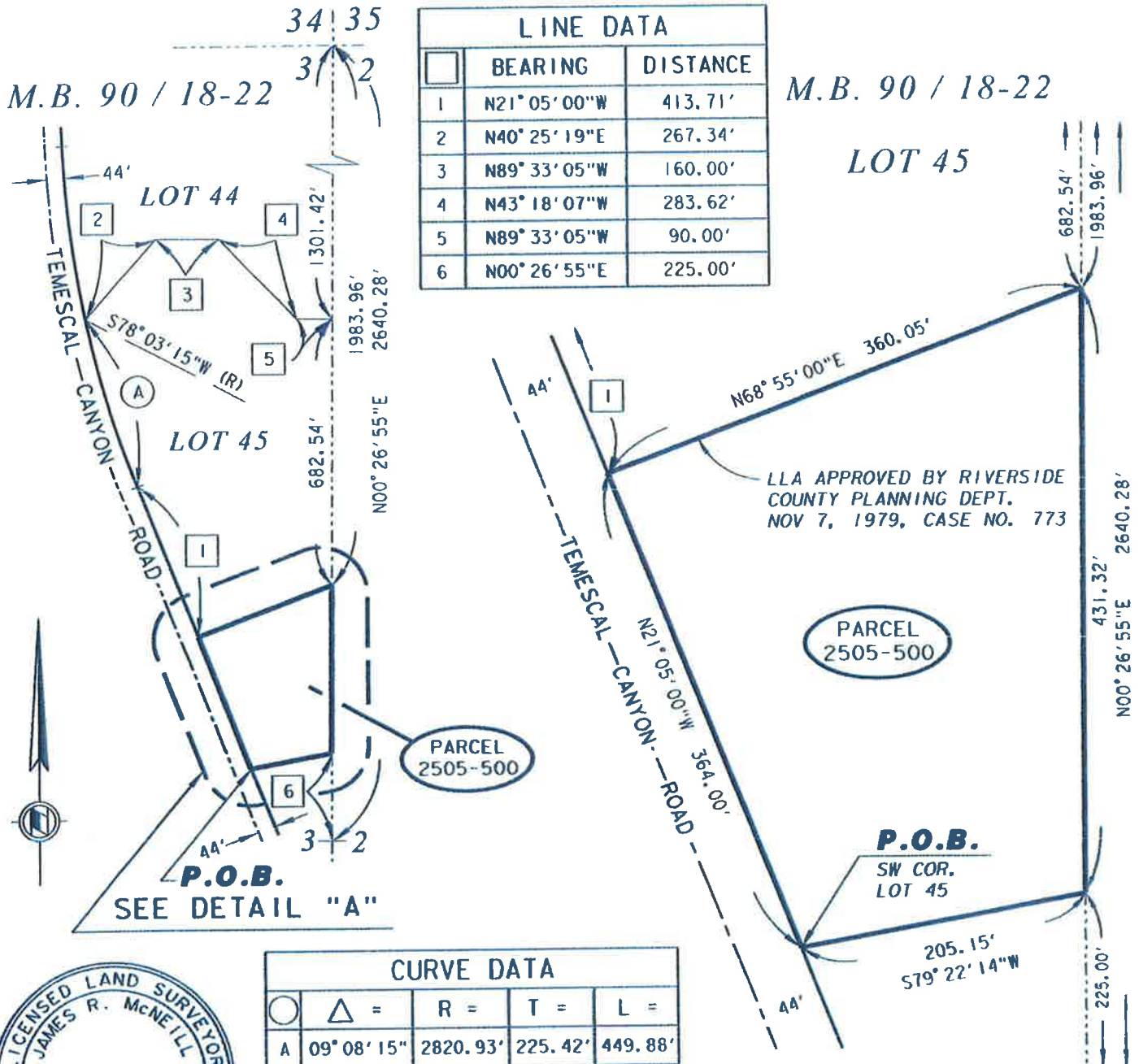
JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

Date: 10-14-14

Exhibit "B-1"

BEING A PORTION OF LOT 45, AS SHOWN ON MAP BOOK 90, PAGES 18 THROUGH 22, INCLUSIVE, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS INSTRUMENT NUMBER 143632 ON AUGUST 8, 1980, RECORDS OF RIVERSIDE COUNTY, LOCATED IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
1	N21° 05' 00"W	413.71'
2	N40° 25' 19"E	267.34'
3	N89° 33' 05"W	160.00'
4	N43° 18' 07"W	283.62'
5	N89° 33' 05"W	90.00'
6	N00° 26' 55"E	225.00'

CURVE DATA				
○	△ =	R =	T =	L =
A	09° 08' 15"	2820.93'	225.42'	449.88'



[Signature]
DATE: 10-14-14

DETAIL "A"
NO SCALE

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

PROJECT NAME: COLDWATER WASH AT GLEN IVY		SCALE: NO SCALE	PREPARED BY: CJC
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 2505-500	SHEET NO. 1 OF 1
		OCT-08-2014	

Exhibit "A-2"

**Coldwater Wash at Glen Ivy
Parcel 2505-501**

All of Parcel "B" of that certain notice of Lot Line Adjustment Number 4436 as shown on Instrument Number 2002-665539 recorded on November 14, 2002, records of Riverside County, located in the unincorporated territory of Riverside County, State of California.





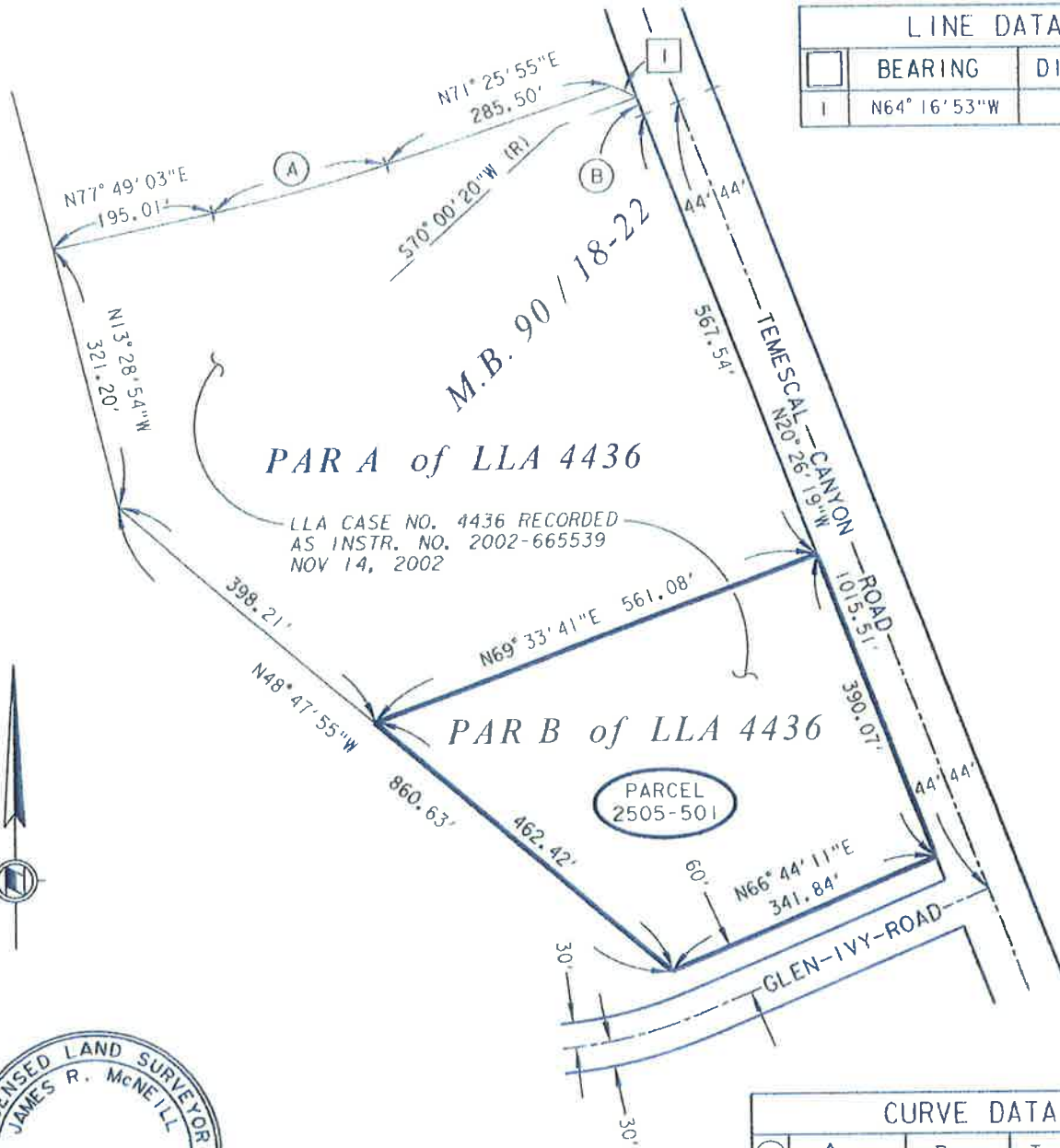
JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

Date: 10-14-14

Exhibit "B-2"

ALL OF PARCEL "B" OF THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT NUMBER 4436 AS SHOWN ON INSTRUMENT NUMBER 2002-665539 RECORDED ON NOVEMBER 14, 2002, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
I	N64° 16' 53" W	32.12'

CURVE DATA				
○	△ =	R =	T =	L =
A	06° 23' 08"	1900.00'	105.99'	211.75'
B	00° 26' 39"	2908.93'	11.27'	22.55'



[Signature]
DATE: 10-14-14

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

PROJECT NAME: COLDWATER WASH AT GLEN IVY		SCALE: NO SCALE	PREPARED BY: CJC
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):	OCT-08-2014	SHEET NO. 1 OF 1
	PARCEL 2505-501		

1 Coldwater Canyon Wash
2 Project No. 2-8-00505
3 APN 290-190-082
4 RCFC Parcel 2505-501

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

6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
7 ("Agreement"), is entered into this ____ day of _____, 2016 by and between the
8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
9 body politic, (hereinafter called "DISTRICT" or "BUYER") and GLEN IVY PROPERTIES,
10 LLC, a California limited liability company, (hereinafter called "SELLER") for acquisition by
11 BUYER from SELLER of certain real property interests for the Coldwater Canyon Wash,
12 (hereinafter called "PROJECT").

13 **RECITALS**

- 14 A. SELLER is the owner of certain real property located in the unincorporated area of the
15 County of Riverside, State of California, consisting of approximately 4.15 acres of land,
16 located at the west side of Temescal Canyon Road, south of Trilogy Parkway, in the
17 unincorporated area of Riverside County near Corona, State of California, identified
18 with Assessor's Parcel No. 290-190-082, and any related improvements, appurtenances
19 and related personal and intangible property, ("Property").
- 20 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
21 described herein.
- 22 C. SELLER is the owner of additional real property located adjacent to the Property,
23 consisting of approximately 9.77 acres of vacant land, identified with Riverside County
24 Assessor's Parcel Number 290-190-083, hereafter referred to as "Land". The Land and
25 the Property are part of the SELLER'S larger property holdings for a recreational vehicle
26 park, a golf course and open space under certain previous land use permits approved by
27 the governing jurisdiction, the County of Riverside ("County").
- 28 D. SELLER has represented that it desires to develop the Land in the future and has
requested that should the SELLER'S conditions of approval associated with development
of the LAND require a off-site flood control facility into the future Coldwater Canyon
Wash project area be imposed by the governing jurisdiction, and if the SELLER cannot
reasonably acquire necessary rights for such off-site flood facility, the BUYER is willing
to cooperate with the SELLER with SELLER's request to the County for assistance in
acquiring the necessary right of way from a third party per standard County protocol
provided SELLER has diligently and in good faith pursued the acquisition of such right
of way.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the
2 receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
3 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
4 consideration set forth in this Agreement, the following interests in certain real property,
located in the Riverside County, California and is currently identified with Riverside
County Assessor's Parcel No. 290-190-082.

5 The Fee Title which affects a section of land that will hereinafter be referred to as
6 "Parcel 2505-501 ". Said section of land contains approximately 4.15 acres. Said above-
listed interests in real property will hereinafter be referred to as the "Property".

7 The respective sections of land affected by the above listed interests in real property are
8 pictorially depicted and legally described in attached Exhibit "A" and attached Exhibit
9 "B" (which are incorporated herein by this reference).

10 2. PURCHASE PRICE. The total purchase price that BUYER will pay to SELLER for the
Property is:

11 EIGHT HUNDRED SIXTY THOUSAND DOLLARS
12 (\$860,000.00)

13 Said purchase price shall be payable in cash at the close of escrow and in accordance
14 with this Agreement.

15 3. SELLER agrees and acknowledges that the Purchase Price to be paid to SELLER by
16 BUYER pursuant to this Agreement is full and complete consideration for the Property
17 and all claims of damage that may have arisen by any such voluntary acquisition and the
18 public project for which this property or interest conveyed is purchased and SELLER
19 shall not seek compensation for diminution in value for the Property or any interest
20 associated with the Property or any remainder property. Such consideration includes the
21 value of the parcel taken, including all improvements thereon, described in the
22 Agreement; for all severance or other damages of every kind or nature; and for any and
23 all relocation benefits received by or that may be claimed by SELLER by reason of
24 BUYER acquiring the property for its use for the Project. SELLER hereby agrees and
consents to the release and full discharge of BUYER of and from all manner of action,
causes of action, claims, contracts or demands whatsoever in law or in equity, including
but not limited to, the dismissal of any eminent domain action which has been or may be
commenced by BUYER in the Superior Court of Riverside County to condemn said
land, and waives any and all claim to money that has been or may be deposited in court
in such case or to damages by reason of the filing of such action.

25 4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its
26 authorized agents, permission to enter upon the Property at all reasonable times prior to
27 close of this transaction for the purpose of conducting due diligence, including making
28 necessary or appropriate inspections. BUYER will give SELLER reasonable written
notice before going on the Property. 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 judgments, arising from or

1 that is in any way connected with BUYER'S inspections or non-permanent
 2 improvements involving entrance onto the Property pursuant to this Section 4. If
 3 BUYER fails to acquire the Property due to BUYER'S default, this license will terminate
 4 upon the termination of BUYER'S right to purchase the Property. In such event,
 5 BUYER will remove or cause to be removed all of BUYER'S personal property,
 6 facilities, tools and equipment from the Property. If BUYER does not remove all of
 7 BUYER'S personal property, facilities, tools and equipment from the Property within ten
 8 business days of the date that BUYER'S license terminates under this Section, SELLER
 9 has the right to remove said personal property, facilities, tools and equipment from the
 10 Property. In the event of BUYER fails to remove BUYER'S personal property,
 11 facilities, tools and equipment from the Property after entering the Property to perform
 12 due diligence, including to make necessary or appropriate inspections as specified in this
 13 Section 4, BUYER is responsible for all reasonable costs incurred by SELLER in any
 14 such removal by SELLER.

15 5. ESCROW. The parties will establish an escrow at Lawyers Title of California
 16 ("Escrow") to accommodate the transaction contemplated by this Agreement. For
 17 purposes of this Agreement, Opening of Escrow means the date on which Escrow
 18 Holder receives a fully executed original of this Agreement. The parties shall open an
 19 escrow within five (5) business days of the date on which this Agreement is fully
 20 executed by the parties. Close of Escrow means the date on which the Grant Deed is
 21 recorded in the Official Records of the County of Riverside. The Close of Escrow will
 22 be as soon as possible after the Opening of Escrow, but in no event shall the Close of
 23 Escrow be later than one hundred twenty (120) days after the Opening of Escrow. The
 24 parties hereto shall execute and deliver to Escrow Holder such escrow instructions
 25 prepared by Escrow Holder as may reasonably be required to consummate the
 26 transaction contemplated by this Agreement. Any such instructions shall not conflict,
 27 amend or supersede any provisions of this Agreement; this Agreement shall control
 28 unless the parties expressly agree in writing otherwise. The Escrow Instructions shall
 include the following terms and conditions for disbursements and other actions by
 Escrow Holder of this sale which shall occur at the Close of Escrow:

- 19 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with
 20 Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or
 21 credit all items chargeable to the account of SELLER and/or BUYER pursuant to
 22 Sections 6 and 11; b) disburse the balance of the Purchase Price; and, (c) disburse
 any excess proceeds deposited by BUYER to BUYER.
- 23 B. Recording. Cause the Deed to be recorded with the County Recorder and obtain
 24 conformed copies thereof for distribution to BUYER and SELLER.
- 25 C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.
- 26 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other
 27 documents (or copies thereof) deposited into Escrow by SELLER. Deliver to
 28 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

1 performed may be extended by mutual agreement of the parties hereto. Any
2 amendment of, or supplement to, any instructions must be in writing.

3 6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title of
4 California (the "Escrow Holder") shall obtain and issue a title commitment for the
5 Property. Escrow Holder will also request two (2) copies each of all instruments
6 identified as exceptions on said title commitment. Upon receipt of the foregoing,
7 Escrow Holder will deliver these instruments and the title commitment to BUYER and
8 SELLER. Escrow Holder will insure BUYER'S fee title to the Property, which is
9 described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard
10 Coverage Policy of Title Insurance in the amount of the Purchase Price ("Policy")
11 provided in Section 2. BUYER shall pay for the cost of the Policy. The Policy provided
12 for pursuant to this Section 6 will insure BUYER'S interest in the Property free and clear
13 of all monetary liens, monetary encumbrances and other exceptions to good and clear
14 title, subject only to the following permitted conditions of title ("Permitted Title
15 Exceptions"):

16 A. The applicable zoning, building and development regulations of any
17 municipality, county, state or federal jurisdiction affecting the Property.

18 B. Those non-monetary exceptions not objected to by BUYER within ten (10)
19 business days after the date BUYER receives the title commitment and legible
20 copies of all instruments noted as exceptions therein. If BUYER
21 "unconditionally disapproves" any such exceptions Escrow will thereupon
22 terminate, all funds deposited therein will be refunded to BUYER (less
23 BUYER'S share of escrow cancellation charges) and this Agreement will be in
24 no further force or effect. If BUYER "conditionally disapproves" any such
25 exceptions, then SELLER will use SELLER'S best efforts to cause such
26 exceptions to be removed by the Close of Escrow. If such conditionally
27 disapproved non-monetary exceptions are not removed by the Close of Escrow,
28 BUYER may, at BUYER'S option, either accept the Property subject to such
exceptions, or terminate the Escrow and receive a refund of all funds deposited
into Escrow (less BUYER'S share of escrow cancellation charges), if any, and
this Agreement will thereupon be of no further force or effect. At the Close of
Escrow, BUYER'S fee interest in the Property will be free and clear of all
monetary liens and monetary encumbrances.

29 C. Taxes: Current fiscal year, including personal property tax, if any, and any
30 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue
31 and Taxation Code of the State of California. All other taxes owed whether
32 presently current or delinquent are to be CURRENT at the Close of Escrow.

33 D. Quasi-public utility, public utility, public alley, public street easements and rights
34 of way of record.

35 7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
36 the parties hereto that the right of possession and use of the Property by BUYER,
37 including the right to remove and dispose of improvements, shall commence upon the
38 close of escrow.

1
2 8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:

- 3 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
4 legal proceedings or any other proceedings affecting the Property or any portion
5 thereof, at law, or in equity before any court or governmental agency, domestic
6 or foreign.
- 7 B. To the best of SELLER'S knowledge, there are no encroachments onto the
8 Property by improvements on any adjoining property, nor do any buildings or
9 improvements on the Property encroach onto other properties.
- 10 C. Until the Close of Escrow, SELLER shall maintain the Property in good
11 condition and state of repair and maintenance, and shall perform all of its
12 obligations under any service contracts or other contracts affecting the Property.
- 13 D. SELLER has good and marketable title to the Property. SELLER has no actual
14 knowledge of any unrecorded or undisclosed legal or equitable interest in the
15 Property owned or claimed by anyone other than SELLER. SELLER has no
16 knowledge that anyone will, at the Closing, have any right to possession of the
17 Property, except as disclosed by this Agreement or otherwise in writing to
18 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the
19 Property. No assessment lien or bond encumbers the Property, and no
20 governmental authority has undertaken any action that could give rise to an
21 assessment lien affecting the Property and shall not do anything that would
22 impair SELLER'S title to any of the Property.
- 23 E. To the best of SELLER'S knowledge, neither the execution of this Agreement
24 nor the performance of the obligations herein will conflict with, or breach any of
25 the provisions of any bond, note, evidence of indebtedness, contract, lease or
26 other agreement or instrument to which the Property may be bound.
- 27 F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,
28 upon learning of any fact or condition that would cause any of the warranties and
representations in this Section 8 not to be true as of closing, immediately give
written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge,
store or dispose of any hazardous waste, toxic substances or related materials on,
or under, in or about the Property or transport any Hazardous Materials to or
from the Property and that it shall not use, generate, release, discharge, store or
dispose of any hazardous waste, toxic substances or related materials on, or
under, in or about the Property prior to the Close of Escrow. The term
"Hazardous Materials" shall mean any substance, material or waste which is or
becomes regulated by any local governmental authority, the State of California or
the United States Government, including, but not limited to, any material or
substance which is (i) defined as a "hazardous waste," "extremely hazardous
waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or
listed pursuant to Section 25140 of the California Health and Safety Code,

1 Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as
 2 "hazardous material", "hazardous substance" or "hazardous waste" under Section
 3 25501 of the California Health and Safety Code, Division 20, Chapter 6.95
 4 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as
 5 "hazardous substance" under Section 25281 of the California Health and Safety
 6 Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances),
 7 (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under
 8 Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article
 9 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix)
 10 designated as a "hazardous substances" pursuant to Section 311 of the Clean
 11 Water Act, (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to
 12 Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901
 13 *et seq.* (42 U.S.C. §6903) or (xi) defined as a "hazardous substances" pursuant to
 14 Section 101 of the Comprehensive Environmental Response, Compensation, as
 15 amended by Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

16 H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the
 17 Property is in compliance with all applicable statutes and regulations, including
 18 environmental, health and safety requirements.

19 I. This Agreement and the performance of SELLER'S obligations under it and all
 20 documents executed by SELLER that are to be delivered to BUYER at the
 21 Closing are, or on the Closing Date will be, duly authorized, executed, and
 22 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and
 23 binding obligations of SELLER, and do not, and on the Closing Date will not,
 24 violate any provision of any agreement or judicial order to which SELLER is a
 25 party or to which SELLER or the Property is subject. No consent of any partner,
 26 shareholder, creditor, investor, judicial or administrative body, government
 27 agency, or other party is required for SELLER to enter into and/or to perform
 28 SELLER'S obligations under this Agreement, except as has already been
 obtained. If SELLER is a corporation, it is organized, validly existing, and in
 good standing under the laws of the State of California.

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

A. BUYER has taken all required action to permit it to execute, deliver, and perform
 its obligations under this Agreement.

B. BUYER has the power and authority to execute and deliver this Agreement and
 to carry out its obligations hereunder are, or at the Closing Date will be, legal,
 valid, and binding obligations of BUYER and can consummate the transaction
 contemplated herein.

10. CLOSING CONDITIONS.

A. All obligations of BUYER under this Agreement are subject to the fulfillment,

1 before or at Closing, of each of the following conditions:

- 2 1) SELLER shall convey to BUYER marketable title to the Property by
3 execution and delivery with Escrow Holder a duly executed and
4 acknowledged Grant Deed.
- 5 2) SELLER must have delivered to Escrow the documents and funds it is
6 required to deliver through Escrow at Closing.
- 7 3) The physical condition of the Property must be substantially the same on the
8 Closing Date as on the Effective Date, reasonable wear and tear excepted.
- 9 4) All necessary agreements and consents of all parties to consummate the
10 transaction contemplated by this Agreement will have been obtained and
11 furnished by SELLER to BUYER.
- 12 5) Such proof of SELLER'S authority and authorization to enter into and
13 perform under this Agreement, and such proof of power and authority of the
14 individuals executing or delivering any instruments, documents, or
15 certificates on behalf of SELLER to act for and bind SELLER as may
16 reasonably be required by BUYER or the Escrow Holder.

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

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

- 21 1) BUYER must have delivered the Purchase Price to Escrow.
- 22 2) BUYER must have delivered to Escrow the documents and funds
23 required to consummate this transaction and as specified in this
24 Agreement.

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

27 C. BUYER and SELLER agree to execute and provide any additional instruments or
28 other documents as may be necessary to complete this transaction. 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 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; and.

B. BUYER shall pay or be charged:

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

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

- 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.
- 2) Utility Deposits. SELLER will notify all utility companies servicing the Property of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER. SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.

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

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

13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER'S representation, warranties or covenants provided in this Agreement. Buyer shall indemnify, defend and hold harmless Seller from an claim, action, suit, proceeding cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or base on Buyer's use of the Property, except to the extent caused by any breach of Seller's representation, warranties or covenants provide in this Agreement.

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

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

SELLER: Glen Ivy Properties, LLC
Attn: Torrey Day-Click
16181 Blacksage Court
Riverside, CA 92503

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

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

ESCROW HOLDER: Lawyers Title of California
Attn: Debbie Strickland
3480 Vine Street, Suite 300
Riverside, CA 92507

16. 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.
- E. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings,

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

- 5 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
6 benefit of the heirs, executors, administrators, successors and assigns of the
parties hereto.
- 7 H. Time of Essence. The parties acknowledge that time is of the essence in this
8 Agreement, notwithstanding anything to the contrary in the Escrow Company's
general Escrow instructions.
- 9 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
10 specific provisions of this Agreement is intended to be exclusive of any other
11 remedy and each and every remedy shall be cumulative and shall be in addition
to every other remedy given hereunder or now or hereafter existing at law or in
equity or by statute or otherwise.
- 12 J. Interpretation and Construction. The parties agree that each party has reviewed
13 this Agreement and that each has had the opportunity to have their legal counsel
14 review and revise this Agreement and that any rule of construction to the effect
15 that ambiguities are to be resolved against the drafting party shall not apply in the
16 interpretation of this Agreement or any amendments or Exhibits thereto. In this
17 Agreement the neutral gender includes the feminine and masculine, and singular
18 number includes the plural, and the words "person" and "party" include
19 corporation, partnership, firm, trust, or association wherever the context so
requires. The recitals and captions of the sections and subsections of this
Agreement are for convenience and reference only, and the words contained
therein shall in no way be held to explain, modify, amplify or aid in the
interpretation, construction or meaning of the provisions of this Agreement.
- 20 K. Counterparts. This Agreement may be executed in counterparts, each of which
21 so executed shall, irrespective of the date of its execution and delivery, be
22 deemed an original, and all such counterparts together shall constitute one and
the same instrument.
- 23 L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to
24 be invalid or unenforceable to any extent, the remainder of this Agreement will
25 not be affected thereby and each remaining term and provision of this
Agreement will be valid and be enforced to the fullest extent permitted by law.
- 26 M. Brokers. SELLER and BUYER each represent and warrant to one another that,
27 such party has not engaged any broker or finder with respect to this Agreement
28 or the transactions contemplated herein. If SELLER is in fact represented in this
sale, upon and only upon the Closing, SELLER shall be solely responsible for
and pay a commission to SELLER'S Broker as may be set forth in a separate
written agreement between SELLER and SELLER'S Broker, or in any separate

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written instructions related thereto as may be executed and delivered into Escrow by SELLER. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by SELLER'S Broker or any person other arising from or by reason of SELLER'S conduct with respect to this transaction. The provisions of this Section 16.M. shall survive Closing hereunder or earlier termination of this Agreement.

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

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

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[Signatures on next page]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Purchase and Sale of Real Property on date indicated on Page 1.

SELLER:

**GLEN IVY PROPERTIES, LLC,
A Limited Liability Company:**

Dated: JANUARY 26, 2016

By: Benjamin B. Day
BENJAMIN B. DAY, Managing Member

Dated: _____

By: _____
ASHLEY DAY MINNICH, Member

Dated: Jan 26, 2016

By: Torrey Day-Click
TORREY DAY-CLICK, Member

**By: ASHLEY DAY MINNICH
IRREVOCABLE TRUST:**

Dated: _____

By: _____
ASHLEY DAY MINNICH, Trustee

**By: TORREY DAY-CLICK
IRREVOCABLE TRUST:**

Dated: Jan 26, 2016

By: Torrey Day-Click
TORREY DAY-CLICK, Trustee

[Signed in counterpart]

APN 290-190-082
Coldwater Canyon Wash
Project No. 2-0-00505
RCFC Parcel No. 2505-501

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for
2 Purchase and Sale of Real Property on date indicated on Page 1.

3 **SELLER:**

**GLEN IVY PROPERTIES, LLC,
A Limited Liability Company:**

4
5
6 Dated: _____

By: _____
BENJAMIN B. DAY, Managing Member

7
8
9 Dated: 1/26/16

By: 
ASHLEY DAY MINNICH, Member

10
11
12 Dated: _____

By: _____
TORREY DAY-CLICK, Member

13
14
15 **By: ASHLEY DAY MINNICH
IRREVOCABLE TRUST:**

16
17
18 Dated: 1/26/16

By: 
ASHLEY DAY MINNICH, Trustee

19
20
21 **By: TORREY DAY-CLICK
IRREVOCABLE TRUST:**

22
23
24 Dated: _____

By: _____
TORREY DAY CLICK, Trustee

25
26 [Signed in counterpart]

27 APN 290-190-082
Coldwater Canyon Wash
Project No. 2-0-00505
28 RCFC Parcel No. 2505-501

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BUYER:

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

RECOMMENDED FOR APPROVAL:

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: 
SYNTHIA M. GUNZEL
Deputy County Counsel

By: _____
Deputy
(Seal)

[Signed in counterpart]

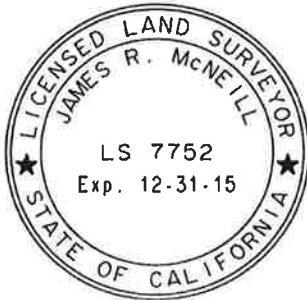
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APN 290-190-082
Coldwater Canyon Wash
Project No. 2-0-00505
RCFC Parcel No. 2505-501

Exhibit "A"

**Coldwater Wash at Glen Ivy
Parcel 2505-501**

All of Parcel "B" of that certain notice of Lot Line Adjustment Number 4436 as shown on Instrument Number 2002-665539 recorded on November 14, 2002, records of Riverside County, located in the unincorporated territory of Riverside County, State of California.





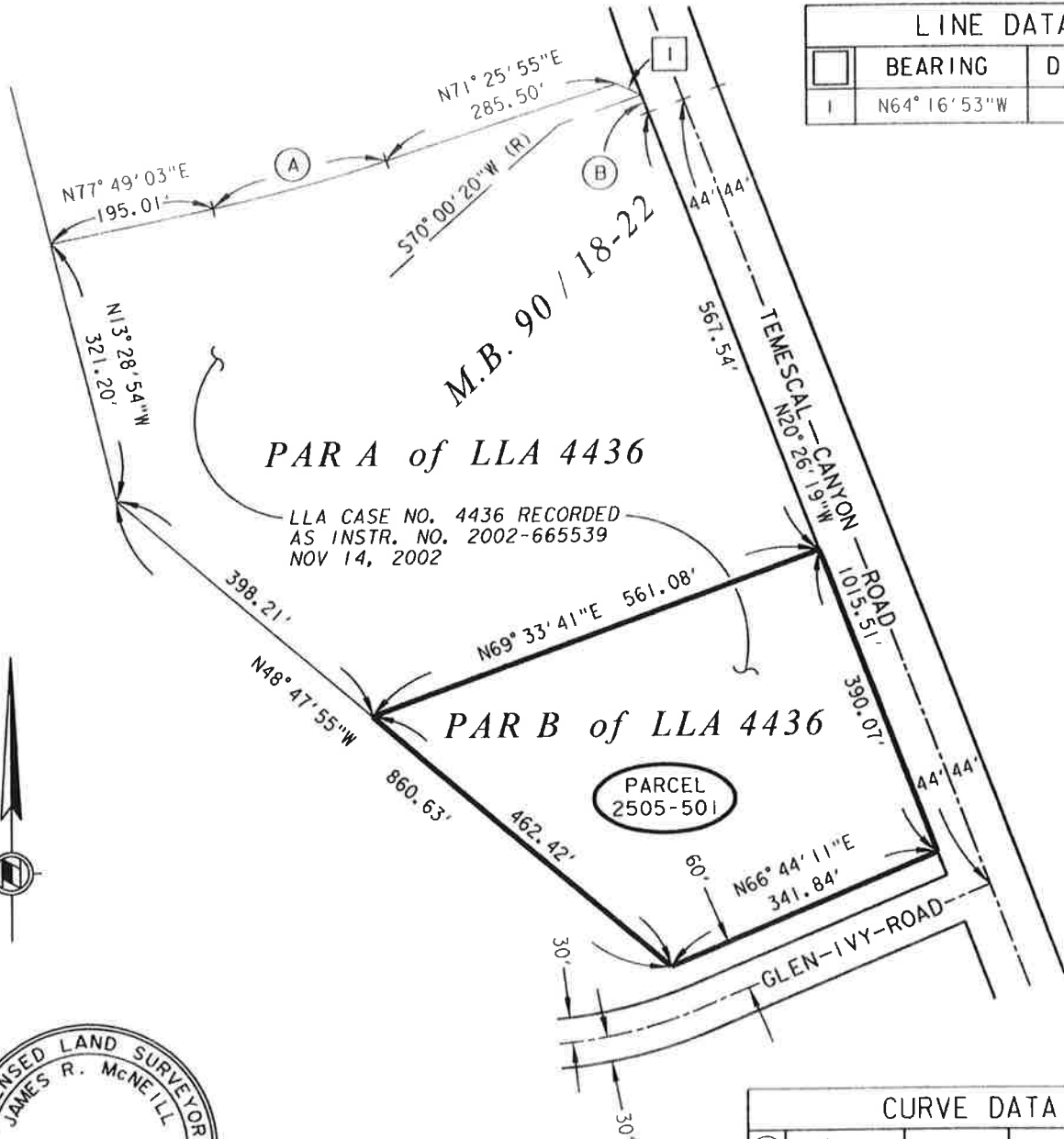
JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

Date: 10-14-14

Exhibit "B"

ALL OF PARCEL "B" OF THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT NUMBER 4436 AS SHOWN ON INSTRUMENT NUMBER 2002-66539 RECORDED ON NOVEMBER 14, 2002, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
I	N64° 16' 53" W	32.12'

CURVE DATA				
	△ =	R =	T =	L =
A	06° 23' 08"	1900.00'	105.99'	211.75'
B	00° 26' 39"	2908.93'	11.27'	22.55'



[Signature]
DATE: 10-14-14

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

PROJECT NAME: COLDWATER WASH AT GLEN IVY			
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 2505-501	SCALE: NO SCALE	PREPARED BY: CJC
		OCT-08-2014	SHEET NO. 1 OF 1

1 Project: Coldwater Canyon Wash
Project No. 2-0-00505
2 APN 290-190-027
3 RCFC Parcel No. 2505-500

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 _____, 20__ by and between the
7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
body politic, (hereinafter called "DISTRICT" or "BUYER") and William Ferril and Mary
8 Ferril, as to an undivided 50% interest, and Mary Bryan as Trustees of the Bryan Family Trust,
as to an undivided 50% interest (collectively hereinafter called "SELLER") for acquisition by
9 BUYER from SELLER of certain real property interests for the Coldwater Canyon Wash
(hereinafter called "PROJECT").

10 **RECITALS**

- 11
- 12 A. SELLER is the owner of certain real property located in the Corona area, within the
County of Riverside, State of California, consisting of approximately 2.5 acres of land,
13 with Assessor's Parcel No. 290-190-027, and the related improvements, appurtenances
and certain related personal and intangible property.
- 14
- 15 B. SELLER desires to sell and BUYER desires to purchase the fee interest in the
SELLER'S PROPERTY as specifically described herein.
- 16

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

- 18 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,
the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
19 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
consideration set forth in this Agreement, the following fee interest in certain real
20 property, located in Riverside County, California, with Riverside County Assessor's
Parcel No. 290-190-027.
- 21

22 The fee title which affects a section of land that will hereinafter be referred to as "Parcel
2505-500". Said section of land contains approximately 2.5 acres. Said interest in real
23 property will hereinafter be collectively referred to as the "Property".

24 The respective sections of land affected by the above listed interest in real property are
pictorially depicted and legally described in attached Exhibit "A" and attached Exhibit
25 "B" (which are incorporated herein by this reference).

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

28 SIX HUNDRED FIFTY-FIVE THOUSAND DOLLARS
(\$655,000.00)

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Said purchase price shall be payable in cash at the close of escrow and in accordance with this agreement

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable written notice before going on the Property. 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 judgments, arising from or that is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 4. If BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER'S personal property, facilities, tools and equipment from the Property. If BUYER does not remove all of BUYER'S personal property, facilities, tools and equipment from the Property within ten business days of the date that BUYER'S license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the Property. In the event of BUYER fails to remove BUYER'S personal property, facilities, tools and equipment from 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 by SELLER.

4. ESCROW. The parties will establish an escrow at Lawyers Title of California ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The parties shall open an escrow within five (5) business days of the date on which this Agreement is fully executed by the parties. Close of Escrow means the date on which the Grant Deed is recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than one hundred eighty (180) days after the Opening of Escrow. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:

A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 5 and 10; b) disburse the balance of the Purchase Price; and, (c) disburse any excess proceeds deposited by BUYER to BUYER.

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- B. Recording. Cause the Deed to be recorded with 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 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 amendment of, or supplement to, any instructions must be in writing.

5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title of California (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 identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. Escrow Holder will insure BUYER'S fee title to the Property, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price ("Policy") provided in Section 2. BUYER shall pay for the cost of the Policy. The Policy provided for pursuant to this Section 6 will insure BUYER'S interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.
- B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER'S share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER'S best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER'S option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER'S share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER'S fee interest in the Property will be free and clear of all monetary liens and monetary encumbrances.

1 C. Taxes: Current fiscal year, including personal property tax, if any, and any
2 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue
3 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.

4 D. Quasi-public utility, public utility, public alley, public street easements and
5 rights of way of record.

6 6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
7 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
8 close of escrow.

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

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

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

15 C. Until the Close of Escrow, SELLER shall maintain the Property in good
16 condition and state of repair and maintenance, and shall perform all of its
17 obligations under any service contracts or other contracts affecting the Property.

18 D. SELLER has good and marketable title to the Property. SELLER has no actual
19 knowledge of any unrecorded or undisclosed legal or equitable interest in the
20 Property owned or claimed by anyone other than SELLER. SELLER has no
21 knowledge that anyone will, at the Closing, have any right to possession of the
22 Property, except as disclosed by this Agreement or otherwise in writing to
23 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the
Property. No assessment lien or bond encumbers the Property, and no
governmental authority has undertaken any action that could give rise to an
assessment lien affecting the Property and shall not do anything that would
impair SELLER'S title to any of the Property.

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

27 F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,
28 upon learning of any fact or condition that would cause any of the warranties
and representations in this Section 7 not to be true as of closing, immediately
give written notice of such fact or condition to BUYER.

- 1 G. SELLER represents and warrants that it did not use, generate, release, discharge,
 2 store or dispose of any hazardous waste, toxic substances or related materials on,
 3 or under, in or about the Property or transport any Hazardous Materials to or
 4 from the Property and that it shall not use, generate, release, discharge, store or
 5 dispose of any hazardous waste, toxic substances or related materials on, or
 6 under, in or about the Property prior to the Close of Escrow. The term
 7 "Hazardous Materials" shall mean any substance, material or waste which is or
 8 becomes regulated by any local governmental authority, the State of California
 9 or the United States Government, including, but not limited to, any material or
 10 substance which is (i) defined as a "hazardous waste," "extremely hazardous
 11 waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7
 12 or listed pursuant to Section 25140 of the California Health and Safety Code,
 13 Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as
 14 "hazardous material", "hazardous substance" or "hazardous waste" under
 15 Section 25501 of the California Health and Safety Code, Division 20, Chapter
 16 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined
 17 as "hazardous substance" under Section 25281 of the California Health and
 18 Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous
 19 Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii)
 20 listed under Article 9 or defined as "hazardous" or "extremely hazardous"
 21 pursuant to Article 11 of Title 22 of the California Administrative Code,
 22 Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to
 23 Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a
 24 "hazardous waste" pursuant to Section 1004 of the Resource Conservation and
 25 Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as a
 26 "hazardous substances" pursuant to Section 101 of the Comprehensive
 27 Environmental Response, Compensation, as amended by Liability Act, 42,
 28 U.S.C. §9601 *et seq.* (42 U.S.C. §9601).
- 18 H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the
 19 Property is in compliance with all applicable statutes and regulations, including
 20 environmental, health and safety requirements.
- 21 I. This Agreement and the performance of SELLER'S obligations under it and all
 22 documents executed by SELLER that are to be delivered to BUYER at the
 23 Closing are, or on the Closing Date will be, duly authorized, executed, and
 24 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and
 25 binding obligations of SELLER, and do not, and on the Closing Date will not,
 26 violate any provision of any agreement or judicial order to which SELLER is a
 27 party or to which SELLER or the Property is subject. No consent of any partner,
 28 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
 good standing under the laws of the State of California.
8. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents
 and warrants to SELLER the following; it being expressly understood and agreed that

1 all such representations and warranties are to be true and correct as of the Close of
2 Escrow and shall survive the Close of Escrow:

- 3 A. BUYER has taken all required action to permit it to execute, deliver, and
4 perform its obligations under this Agreement.
- 5 B. BUYER has the power and authority to execute and deliver this Agreement and
6 to carry out its obligations hereunder are, or at the Closing Date will be, legal,
7 valid, and binding obligations of BUYER and can consummate the transaction
8 contemplated herein.

9 9. CLOSING CONDITIONS.

10 A. All obligations of BUYER under this Agreement are subject to the fulfillment,
11 before or at Closing, of each of the following conditions:

- 12 1) SELLER shall convey to BUYER marketable title to the Property by
13 execution and delivery with Escrow Holder a duly executed and
14 acknowledged Grant Deed.
- 15 2) SELLER must have delivered to Escrow the documents and funds it is
16 required to deliver through Escrow at Closing.
- 17 3) The physical condition of the Property must be substantially the same on the
18 Closing Date as on the Effective Date, reasonable wear and tear excepted.
- 19 4) All necessary agreements and consents of all parties to consummate the
20 transaction contemplated by this Agreement will have been obtained and
21 furnished by SELLER to BUYER.
- 22 5) Such proof of SELLER'S authority and authorization to enter into and
23 perform under this Agreement, and such proof of power and authority of the
24 individuals executing or delivering any instruments, documents, or
25 certificates on behalf of SELLER to act for and bind SELLER as may
26 reasonably be required by BUYER or the Escrow Holder.

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

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

- 31 1) BUYER must have delivered the Purchase Price to Escrow.
- 32 2) BUYER must have delivered to Escrow the documents and funds
33 required to consummate this transaction and as specified in this
34 Agreement.

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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. 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.

10. 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 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; and.

B. BUYER shall pay or be charged:

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

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

- 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due

- 1 at the Close of Escrow. After the Close of Escrow, the BUYER will
 2 file any necessary documentation with the County Tax
 3 Collector/Assessor for the property tax exemption. SELLER shall have
 4 the right, after the Close of Escrow, to apply for a refund, to the County
 5 Tax Collector/Assessor outside of Escrow if eligible to receive such
 6 refund and Escrow Holder shall have no liability and/or responsibility
 7 in connection therewith.
- 8 2) Utility Deposits. SELLER will notify all utility companies servicing
 9 the Property of the sale of the Property to BUYER and will request that
 10 such companies send SELLER a final bill, if warranted, for the period
 11 ending on the last day before the Close of Escrow. BUYER will notify
 12 the utility companies that all utility bills for the period commencing on
 13 the Close of Escrow are to be sent to BUYER. SELLER is responsible
 14 for all costs associated with the provision of utility services to the
 15 Property up to the Close of Escrow.
- 16 3) Method of Proration. If applicable and for purposes of calculating
 17 prorations, BUYER shall be deemed to be in title to the Property, and
 18 therefore entitled to the income therefrom and responsible for the
 19 expenses thereof, for the entire day upon which the Closing occurs. All
 20 prorations will be made as of the date of Close of Escrow based on a
 21 three hundred sixty-five (365) day year or a thirty (30) day month, as
 22 applicable. The obligations of the parties pursuant to this Section 11
 23 shall survive the Closing and shall not merge into any documents of
 24 conveyance delivered at Closing.
- 25 11. CLOSING. When the Escrow Holder receives all documents and funds identified in
 26 this Agreement, and the Title Company is ready, willing, and able to issue the Title
 27 Policy, then, and only then, the Escrow Holder will close Escrow by performing all
 28 actions instructed to do so in the Escrow Instructions and in accordance with this
 Agreement.
12. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from
 and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency,
 fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees)
 of any nature whatsoever, resulting from, arising out of or based on any breach of
 SELLER'S representation, warranties or covenants provided in this Agreement.
13. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
 designee, serves as the representative on behalf of BUYER for the purpose of
 administering and performing administrative or ministerial actions necessary to
 complete this transaction, including executing any other related escrow forms or
 documents to consummate the purchase.
14. NOTICES. All notices and demands shall be given in writing by certified mail, postage
 prepaid, and return receipt requested, or by personal delivery. Notices shall be
 considered given upon the earlier of (a) personal delivery, (b) two (2) business days
 following deposit in the United States mail, postage prepaid, certified or registered,

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

6 SELLER: Mr. William Ferril
 7 Mrs. Mary Ferril
 8 2232 Phyllis Street
 9 La Crescenta, CA 91214-1537

10 Mr. Wes Bryan
 11 The Bryan Family Trust
 12 2734 Hackett Avenue
 13 Long Beach, CA 90815

14 BUYER: Riverside County Flood Control
 15 and Water Conservation District
 16 Attention: Gregory Walker
 17 1995 Market Street
 18 Riverside, CA 92501

19 COPY TO: Riverside County Counsel
 20 Attention: Synthia M. Gunzel
 21 Deputy County Counsel
 22 3960 Orange Street, Suite 500
 23 Riverside, CA 92501-3674

24 ESCROW HOLDER: Lawyers Title Insurance Company
 25 Attention: Debbie Strickland
 26 3480 Vine Street
 27 Riverside, CA 92507

28 15. MISCELLANEOUS.

29 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
 30 the time allowed by law a Natural Hazard Disclosure Statement in accordance
 31 with California Government Code Sections 8589.3–8589.4 and 51183.5 and
 32 Public Resources Code Sections 4136, 2621.9 and 2694.

33 B. Default. In the event of a material breach or material default under this
 34 Agreement by either the BUYER or SELLER, the non-defaulting party shall
 35 have, in addition to all rights available at law or equity, the right to terminate
 36 this Agreement and the Escrow for the purchase and sale of the Property, by
 37 delivering written notice thereof to the defaulting party and to Escrow Holder,
 38 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.

- 1 C. Further Instructions. Each party agrees to execute such other and further escrow
2 instructions as may be necessary or proper in order to consummate the
3 transaction contemplated by this Agreement.
- 4 D. Amendments. Any amendments to this Agreement shall be effective only in
5 writing and when duly executed by both the BUYER and SELLER and
6 deposited with Escrow Holder.
- 7 E. Applicable Law. This Agreement shall be construed and interpreted under, and
8 governed and enforced according to the laws of the State of California. Venue
9 for any proceeding related to this Agreement shall be in the County of Riverside.
- 10 F. Entire Agreement. This Agreement contains the entire agreement between the
11 undersigned parties respecting the subject matter set forth herein, and expressly
12 supersedes all previous or contemporaneous agreements, understandings,
13 representations, or statements between the parties respecting said subject matter
14 (whether oral or in writing). No person is authorized to make, and by execution
15 hereof SELLER and BUYER acknowledge that no person has made, any
16 representation, warranty, guaranty or promise except as set forth herein; and no
17 agreement, statement, representation or promise made by any such person which
18 is not contained herein shall be valid or binding on SELLER or BUYER.
- 19 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
20 benefit of the heirs, executors, administrators, successors and assigns of the
21 parties hereto.
- 22 H. Time of Essence. The parties acknowledge that time is of the essence in this
23 Agreement, notwithstanding anything to the contrary in the Escrow Company's
24 general Escrow instructions.
- 25 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
26 specific provisions of this Agreement is intended to be exclusive of any other
27 remedy and each and every remedy shall be cumulative and shall be in addition
28 to every other remedy given hereunder or now or hereafter existing at law or in
equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed
this Agreement and that each has had the opportunity to have their legal counsel
review and revise this Agreement and that any rule of construction to the effect
that ambiguities are to be resolved against the drafting party shall not apply in
the interpretation of this Agreement or any amendments or Exhibits thereto. In
this Agreement the neutral gender includes the feminine and masculine, and
singular number includes the plural, and the words "person" and "party" include
corporation, partnership, firm, trust, or association wherever the context so
requires. The recitals and captions of the sections and subsections of this
Agreement are for convenience and reference only, and the words contained
therein shall in no way be held to explain, modify, amplify or aid in the
interpretation, construction or meaning of the provisions of this Agreement.

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

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

M. Brokers. SELLER and BUYER each represent and warrant to one another that, such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible for and pay a commission to SELLER'S Broker as may be set forth in a separate written agreement between SELLER and SELLER'S Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by SELLER. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by SELLER'S Broker or any person other arising from or by reason of SELLER'S conduct with respect to this transaction. The provisions of this Section 16.M. shall survive Closing hereunder or earlier termination of this Agreement.

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

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

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

[Signatures on next page]

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

3 MAILING ADDRESS OF SELLER

SELLER:

4 Mr. William Ferril
5 Mrs. Mary Ferril
6 2232 Phyllis Street
La Crescenta, CA 91214

By: William Ferril
WILLIAM FERRIL

8 By: DECEASED
9 MARY FERRIL

10 10/15/2015
11 Date

12 Mr. Wes Bryan
13 Bryan Family Trust
14 2734 Hackett Avenue
Long Beach, CA 90815

15 By: _____
JOHN WESLEY BRYAN, Trustee

16
17 By: _____
18 GREGORY ALLEN BRYAN, Trustee

19
20 By: _____
21 MARY ROSS FERRIL, Trustee

22
23 _____
Date

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26
27 [Signed in counterpart]
28

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

3 MAILING ADDRESS OF SELLER

SELLER:

4 Mr. William Ferril
5 Mrs. Mary Ferril
6 2232 Phyllis Street
7 La Crescenta, CA 91214

By: _____
WILLIAM FERRIL

8
9 By: _____
MARY FERRIL

10
11 _____
Date

12 Mr. Wes Bryan
13 Bryan Family Trust
14 2734 Hackett Avenue
15 Long Beach, CA 90815

16
17 By: John Wesley Bryan
18 JOHN WESLEY BRYAN, Trustee

19
20 By: _____
GREGORY ALLEN BRYAN, Trustee

21
22 By: DECEASED
23 MARY ROSS FERRIL, Trustee

24
25 _____
Date

26
27 [Signed in counterpart]
28

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

3 MAILING ADDRESS OF SELLER

SELLER:

4 Mr. William Ferril
5 Mrs. Mary Ferril
6 2232 Phyllis Street
7 La Crescenta, CA 91214


By: _____
WILLIAM FERRIL

8 By: _____
9 MARY FERRIL

10 _____
11 Date

12 Mr. Wes Bryan
13 Bryan Family Trust
14 2734 Hackett Avenue
15 Long Beach, CA 90815

By: _____
JOHN WESLEY BRYAN, Trustee

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17 By: 
18 GREGORY ALLEN BRYAN, Trustee

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20 By: _____
MARY ROSS FERRIL, Trustee

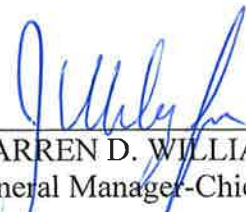
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22 _____
23 Date

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27 [Signed in counterpart]

1 RECOMMENDED FOR APPROVAL

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

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By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

 2-18-16
Date


Date

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: 
SYNTHIA M. GUNZEL
Deputy County Counsel

By: _____
Deputy
(Seal)

[Signed in counterpart]

AU: rlp:bjp
11/05/2015

APN 290-190-027
Project: Coldwater Canyon Wash
Project No. 2-0-00505
RCFC Parcel No. 2505-501

Exhibit "A"

**Coldwater Wash at Glen Ivy
Parcel 2505-500**

Being a portion of Lot 45, as shown on Map Book 90, Pages 18 through 22, inclusive, as described in that certain Grant Deed recorded as Instrument Number 143632, on August 8, 1980, records of Riverside County, located in the unincorporated territory of Riverside County, State of California, described as follows:

Beginning at the southwest corner of said Lot 45 as shown on said Map Book 90, Pages 18 through 22;

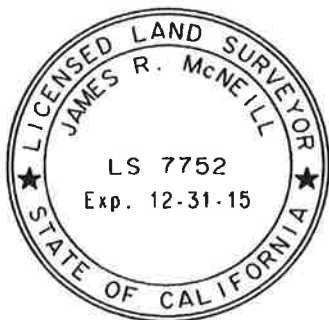
Thence North $21^{\circ} 05' 00''$ West 364.00 feet along the westerly line of said Lot 45;

Thence North $68^{\circ} 55' 00''$ East 360.05 feet to the easterly line of said lot;

Thence South $00^{\circ} 26' 55''$ West 431.32 feet along said easterly line, to the southeast corner of said Lot 45;

Thence South $79^{\circ} 22' 14''$ West 205.15 feet along the southerly line of said lot to the Point of Beginning.

A lot line adjustment for the above described parcel was approved by the Riverside Planning Department November 7, 1979 as case number 773.





JAMES R. McNEILL

Land Surveyor No. 7752

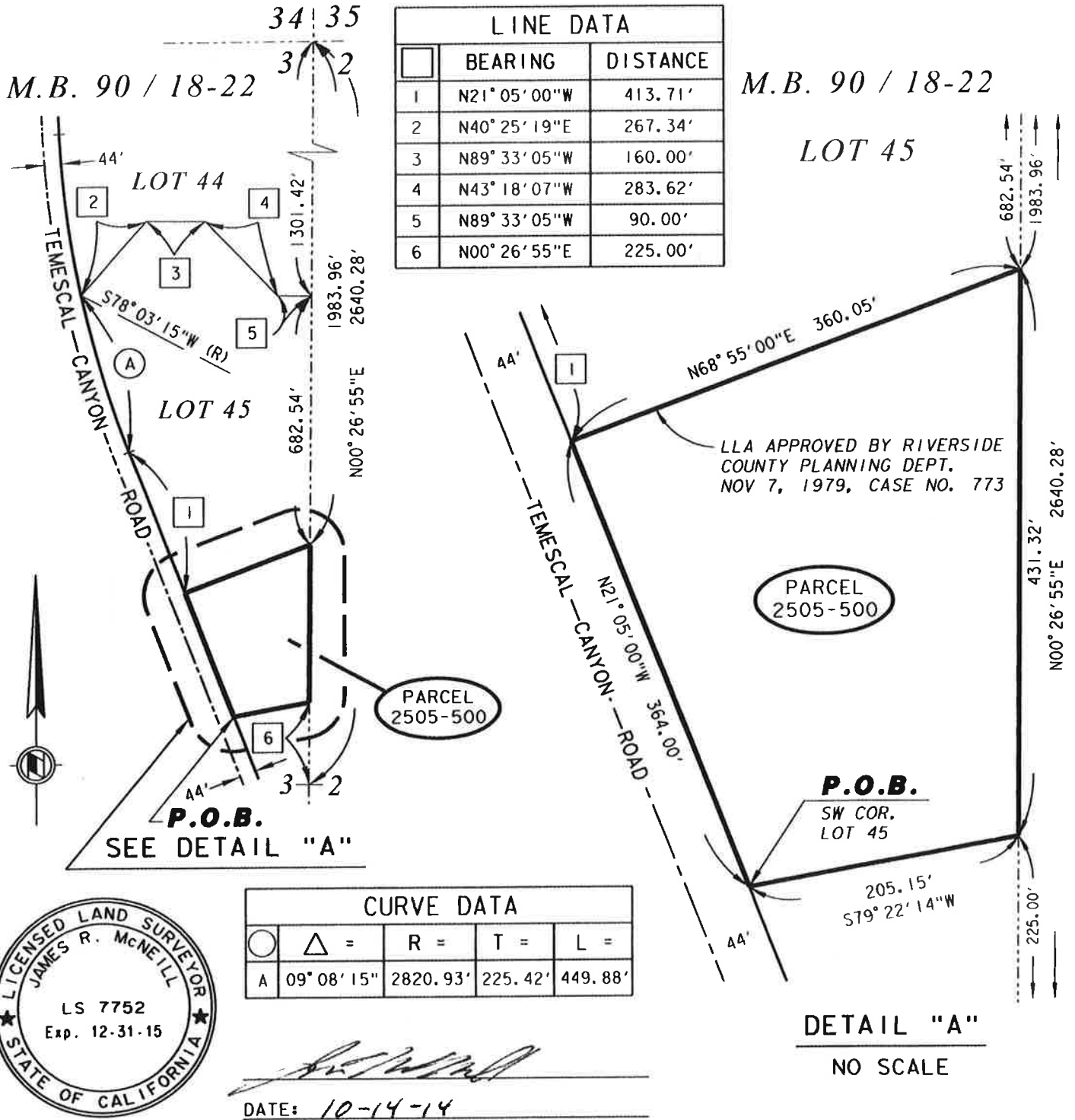
Signed on Behalf of:

Riverside County Flood Control
and Water Conservation District

Date: 10-14-14

Exhibit "B"

BEING A PORTION OF LOT 45, AS SHOWN ON MAP BOOK 90, PAGES 18 THROUGH 22, INCLUSIVE,
AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS INSTRUMENT NUMBER 143632 ON
AUGUST 8, 1980, RECORDS OF RIVERSIDE COUNTY, LOCATED IN THE UNINCORPORATED TERRITORY
OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
1	N21° 05' 00" W	413.71'
2	N40° 25' 19" E	267.34'
3	N89° 33' 05" W	160.00'
4	N43° 18' 07" W	283.62'
5	N89° 33' 05" W	90.00'
6	N00° 26' 55" E	225.00'

CURVE DATA				
	Δ =	R =	T =	L =
A	09° 08' 15"	2820.93'	225.42'	449.88'



[Signature]
DATE: 10-14-14

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

PROJECT NAME: COLDWATER WASH AT GLEN IVY			
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):	SCALE:	PREPARED BY:
	PARCEL 2505-500	NO SCALE	CJC
		OCT-08-2014	SHEET NO. 1 OF 1

NOTICE OF EXEMPTION

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

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501
Contact: Kris Flanigan
Phone: 951.955.1200

Project Title: Acquisition of Real Property within the Coldwater Canyon Wash Special Flood Hazard Area

Project Location – City: N/A

Project Location – County: Riverside

Assessor's Parcel No. (APN) 290-190-082 and 290-190-027 are located along Coldwater Canyon Wash near the intersection of Temescal Canyon Road and Glen Ivy Road, in unincorporated Riverside County. The parcels total approximately 6.65 acres of vacant land within Township 5 South, Range 6 West, Sections 2 and 3 of the Alberhill 7.5 Minute US Geological Survey (USGS) Topographic Quadrangle. The properties are located at 33° 45' 51.00" N, 117° 29' 7.75" W.

Project Description: The Riverside County Flood Control and Water Conservation District (District) is undergoing a voluntary property acquisition with the owners of APNs 290-190-082 and 290-190-027. Purchase agreements have been negotiated with the property owners to acquire the fee title to the subject parcels, which total approximately 6.65 acres of vacant land. The subject properties are located within a natural watercourse designated as a Department of Water Resources (DWR) Special Flood Hazard Area.

The District may use the site in the future for flood control and/or water recharge improvements. The District is working to identify and develop solutions to: 1) reduce flooding and erosion along the Coldwater Canyon Wash; 2) reduce flooding on Temescal Canyon Road; and 3) to use the site for groundwater recharge. However, at this time, potential facility improvements are too speculative to include with the CEQA analysis for the subject title transfer project. Any potential future use of the site will undergo the CEQA process, if a project is identified and proposed.

Public Agency Approving Project: Riverside County Flood Control and Water Conservation District

Public Agency Carrying Out Project: Riverside County Flood Control and Water Conservation District

Exempt Status: Categorical Exemption Pursuant to State CEQA Guidelines §§15325(d) and 15061(b)(3)


Reasons Why Project is Exempt: The project qualifies for the following CEQA exemptions:

Section 15325(d) – The project qualifies for a "Class 25 Categorical Exemption" because the District is merely purchasing interest in real property, which will preserve the existing conditions and protect the floodplain from development encroachment. The conveyance of ownership does not affect a change in the environment. No construction or future facilities are proposed at this time. The project will not result in any specific or general exceptions to the validity of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Furthermore, no unusual circumstances or potential cumulative impacts would reasonably occur that may create an environmental impact.

Section 15061(b)(3) – The project qualifies for the "General Rule" or "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment. It is merely the purchase of fee simple interest in real property to transfer title by grant deed. Note that any potential future use of the site is required to and will undergo the appropriate CEQA review process, if a project is identified and proposed.

Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Lead Agency: Riverside County Flood Control and Water Conservation District

Lead Agency Signature: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

Date: 2-18-16

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 2/16/2016 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:
ACCOUNT: 526410 FUND: 25120
DEPT ID: 947420 PROGRAM: _____
AMOUNT: \$50.00
REF: CEQA NOTICE OF DETERMINATION 222-2-8-00505-01-15 COLDWATER CANYON WASH

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

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Michael Reyes *MR 2/14/16*

PRESENTED BY: Joan Valle - 58856

CONTACT: Michael Reyes 5-6955

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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