

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

616



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

May 5, 2011

SUBJECT: Resolution No. 2011-019, Authorization to Convey Real Property in the Unincorporated Area of Corona to the Riverside County Flood Control and Water Conservation District

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2011-019, Authorization to Convey a Fee Simple Interest in Real Property located in the Prado Dam Spillway, in an unincorporated area west of Corona, County of Riverside, Assessor's Parcel Number 101-140-005, by Grant Deed to the Riverside County Flood Control and Water Conservation District;
2. Approve the Agreement For Sale and Purchase of Real Property between the County of Riverside and the Riverside County Flood Control and Water Conservation District for the conveyance of the fee simple interest on 25.86 acres of vacant unimproved land identified as Assessor's Parcel Number 101-140-005;

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes- Flood Control

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 17, 2011
xc: EDA, Flood

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

(Comp. Item 11.2)

Prev. Agn. Ref.: 3.26 of 4/26/11

District: 2

Agenda Number:

3.11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 5/12/11
Departmental Concurrence

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board of Supervisors to execute the documents to complete the conveyance of real property and this transaction; and,
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents to complete this transaction.

BACKGROUND:

In 1938, the Santa Ana River broke free from its banks and flooded thousands of acres. As a result of this catastrophe, the construction of the Prado Dam was initiated. Completed in 1941, the Prado Dam increased protection from devastating floods to property downstream. In 1964, the Santa Ana River Mainstem project (SARM) was proposed and construction began in 1989.

SARM is designed to provide flood protection for residences and businesses in the Southern California communities of Orange, Riverside, and San Bernardino Counties. The proposed improvements to the system covers 75 miles, from the headwater of Santa Ana River east of the City of San Bernardino to the mouth of the river at the Pacific Ocean between the cities of Newport Beach and Huntington Beach.

The Reach 9, Phase 2A Embankment Project is one of the portions of the SARM project. This portion of the project is necessary to protect the lives and properties of individuals residing in the Green River Housing Estates, and the 91 Freeway. This project would provide approximately 4,500 feet of bank stabilization.

This action is necessary to construct flood control improvements for the Santa Ana River Mainstem Project between Highway 71 and the Green River Golf Course, Corona, California.

This property was acquired by the county via a Director's Deed from the State of California in 1972, presumably as it was a surplus state land, not required for the Highway 91 and Highway 71 interchange.

Pursuant to Government Code Section 25365, the county may transfer or exchange interests in real property belonging to the county to another public agency, upon the terms and conditions as are agreed upon and, if the property or interest therein is not required for county use.

On September 30, 2010, the county received an offer from the Riverside County Flood Control and Water Conservation District (Flood) to purchase 25.86 acres or 1,126,462 square feet of unimproved vacant land in the Prado Dam Spillway for the SARM project as mandated by the United States Army Corps of Engineers (USACE). The offer price is \$455,000.

The county intends to convey, by Grant Deed, a fee simple interest in real property located in the unincorporated area west of Corona, County of Riverside, Assessor's Parcel Number 101-140-005, more particularly described in Exhibit "A", Legal Description, and Exhibit "B", aerial image, to the Riverside County Flood Control and Water Conservation District.

(Continued)

BACKGROUND: (Continued)

It is estimated that the Real Estate Division of EDA will devote 30 hours of staff labor to this transaction. At the current rate that labor expense will be approximately \$3,800. The Real Estate Division will reimburse itself for actual expenses incurred from the sale proceeds.

The remainder of the funds from this transaction will go to the general fund.

This Resolution has been reviewed and approved by County Counsel as to legal form.

Attachments:

Exhibit A

Exhibit B

2
3 RESOLUTION NO. 2011-019

4
5 AUTHORIZATION TO CONVEY REAL PROPERTY

6 IN THE UNINCORPORATED AREA OF CORONA, COUNTY OF RIVERSIDE,
7 CALIFORNIA, ASSESSOR'S PARCEL NUMBER 101-140-005 BY GRANT DEED TO
8 THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
9 DISTRICT

10
11 WHEREAS, County of Riverside owns a fee simple interest in 25.86 acres of
12 vacant unimproved land in an unincorporated area westerly of the city of Corona
13 situated in the Prado Dam spillway.


14 WHEREAS, the Riverside County Flood Control and Water Conservation District
15 (RCFC & WCD) requires this land for its Santa Ana River Mainstem Project;

16 WHEREAS, the Riverside County Board of Supervisors has determined that this
17 land is no longer required for use by the County and declared this land to be surplus.

18 BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY
19 GIVEN by the Board of Supervisors of the County of Riverside, California, in regular
20 session assembled on May 17, 2011, at 9:00 a.m., in the meeting room of the Board of
21 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon
22 Street, Riverside, California, authorizes the conveyance to the RCFC and WCD the
23 following described real property: Certain real property located in the unincorporated
24 area west of Corona, County of Riverside, State of California, identified by and as
25 Assessor's Parcel Number 101-140-005, more particularly described in Exhibit "A"
26 Legal Description, attached hereto and thereby made a part hereof.

27 ///

28 ///

FORM APPROVED COUNTY COUNSEL
BY:  DATE

1 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the
2 Board of Supervisors of the County of Riverside is authorized to execute the
3 documents to complete the conveyance of real property and this transaction.

4 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County
5 Executive Officer/EDA, or his designee, is authorized to execute any other documents
6 to complete this transaction.

7 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
8 Supervisors has given notice hereof as provided in Section 6061 of the Government
9 Code.

10 ///

11 /// ROLL CALL:

12 /// Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley

13 /// Nays: None

13 /// Absent: None

14 ///

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

16 ///

KECIA HARPER-IHEM, Clerk of said Board

17 ///

By: _____
Deputy

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28 JRF:ad/040611/102FL/13.864 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.864.doc

Exhibit "A"

**Santa Ana River Below Prado Dam
Parcel 2105-9**

All of the real property in Director's Deed granted to the County of Riverside as described in Instrument No. 147126, recorded November 3, 1972 in Official Records of Riverside County, California located in Rancho La Sierra Yorba.

EXHIBIT 'B'



Selected parcel(s):
101-140-005

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Wed Jan 19 08:22:40 2011

Version 101221

102FL Prado Spillway

APN: 101-140-005
Project: Santa Ana River Mainstem
Project No: 2-0-00105
RCFC Parcel No. 2105-9

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT is entered into this 17th day of May, 2011, by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (hereinafter called "DISTRICT" or "BUYER") and COUNTY OF RIVERSIDE, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

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

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

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

FOUR HUNDRED FIFTY-FIVE THOUSAND DOLLARS
(\$455,000.00)

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

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

4. TITLE INSURANCE POLICY. Within twenty (20) days after the signing of this Agreement SELLER will provide a PTR from Lawyers Title Company of California, together with a legible copy of all exceptions to the title shown in the PTR. If either BUYER or SELLER objects to any of the exceptions, they must notify the other of such

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objection in writing within 10 (ten) days after receipt of the PTR. If there are no written objections within the 10 (ten) days, the PTR will be deemed approved.

Following the recording of the Grant Deed to BUYER, BUYER shall be provided with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$455,000.00 as issued by Lawyers Title Company of California showing the title to the SELLER Property vested in BUYER, subject only to the exceptions set forth in Paragraph 3 and the printed exceptions and stipulations in said policy. BUYER agrees to pay the premium charged therefor.

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

6. ESCROW. Upon execution of this Agreement by all parties, the parties shall open an Escrow (the "Escrow") with Lawyers Title Insurance Company (the "Escrow Holder"), for the purpose of consummating the purchase and sale of the SELLER Property described herein. All escrow costs and expenses shall be borne by BUYER. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may 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 of sale:

ESCROW IS AUTHORIZED TO AND SHALL:

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

The term "close of this transaction", if and where written in these instructions, shall mean the date necessary Instruments of Conveyance are recorded in the Office of the County

Recorder for all affected properties involved in the project. Recordation of Instruments delivered through this transaction is authorized if necessary or proper in the issuance of said policy of title insurance.

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.

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

7. FEES, CHARGES AND COSTS. BUYER agrees to pay all BUYER'S and SELLER'S usual fees, charges and costs that arise in this transaction.
8. PERMISSION TO ENTER ON PREMISE. SELLER hereby grants to the BUYER, or its authorized agents, permission to enter upon the SELLER Property to be conveyed at all reasonable times prior to close of this transaction for the purpose of making necessary or appropriate inspections.
9. 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.
10. POSSESSION OF REAL PROPERTY. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the SELLER Property by BUYER, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all parties.
11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF BUYER AND SELLER. SELLER hereby warrants, represents, and/or covenants to BUYER that:
 - A. To the best of SELLER'S knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the SELLER Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
 - B. To the best of SELLER'S knowledge, there are no encroachments onto the SELLER Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
 - C. Until the closing, SELLER shall maintain the SELLER Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
 - D. Until the closing, SELLER shall not do anything which would impair SELLER'S title to any of the SELLER Property.

- 1 E. To the best of SELLER'S knowledge, neither the execution of this Agreement nor the
2 performance of the obligations herein will conflict with, or breach any of the
3 provisions of any bond, note, evidence of indebtedness, contract, lease or other
4 agreement or instrument to which the SELLER Property may be bound.
- 5 F. Until the closing, SELLER shall, upon learning of any fact or condition which would
6 cause any of the warranties and representations in this Warranties, Representations,
7 and Covenants of SELLER Section not to be true as of closing, immediately give
8 written notice of such fact or condition to BUYER.
- 9 12. HAZARDOUS WASTE. To the best of SELLER'S knowledge, SELLER is not aware of
10 any hazardous waste, toxic substances, or related material as it is defined herein
11 ("Hazardous Material"), to have been used, generated, released, discharged, stored or
12 disposed of any hazardous waste, toxic substances or related materials ("Hazardous
13 Materials") on, under, in or about the SELLER Property or transported any Hazardous
14 Materials to or from the SELLER Property. SELLER shall not cause or permit the
15 presence, use, generation, release, discharge, storage or disposal of any Hazardous
16 Materials on, under, in or about or the transportation of any Hazardous Materials to or
17 from, the SELLER Property. The term "Hazardous Materials" shall mean any substance,
18 material or waste which is or becomes regulated by any local governmental authority, the
19 State of California or the United States Government, including, but not limited to, any
20 material or substance which is (i) defined as a "hazardous waste", "extremely hazardous
21 waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed
22 pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter
23 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section
24 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-
25 Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material",
26 "hazardous substance" or "hazardous waste" under Section 25501 of the California Health
27 and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans
28 and Inventory), (iv) defined as "hazardous substance" under Section 25281 of the
California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of
Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyl's, (viii)
listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to
Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix)
designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act,
(33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the
Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or
(xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive
Environmental Response, Compensation, as amended by Liability Act, 42, U.S.C. §9601 et
seq. (42 U.S.C. §9601).
13. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of SELLER'S
knowledge and with respect to the property being conveying in this transaction, the
property complies with all applicable laws and governmental regulations including, without
limitation, all applicable Federal, State and local laws pertaining to air and water quality,
hazardous waste, waste disposal and other environmental matters, including, but not
limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste
Disposal, Resource Conservation Recovery and Comprehensive Environmental Response
Compensation and Liability Acts and the California Environmental Quality Act, and the

1 rules, regulations and ordinances of the city within which the subject property is located,
 2 the California Department of Health Services, the Regional Water Quality Control Board,
 3 the State Water Resources Control Board, the Environmental Protection Agency and all
 4 applicable federal, state and local agencies and bureaus.

5 14. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and
 6 against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine,
 7 penalty, punitive damage or expense (including, without limitation, attorneys' fees),
 8 resulting from, arising out of or based on any breach of SELLER'S representations in
 9 Paragraphs 11, 12 and 13 hereof. BUYER agrees to indemnify, defend and hold SELLER
 10 harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability,
 11 deficiency, fine, penalty, punitive damage or expense (including, without limitation,
 12 attorneys' fees), resulting from, arising out of or based on any breach of BUYER'S
 13 representations. This indemnity shall include, without limitation, any damage, liability,
 14 fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit
 15 or proceeding for personal injury (including sickness, disease or death, tangible or
 16 intangible property damage, compensation for lost wages, business income, profits or other
 17 economic loss, damage to the natural resource or the environmental, nuisance, pollution,
 18 contamination, leak, spill, release or other adverse effect on the environment). This
 19 indemnity extends only to liability created prior to or up to the date this escrow shall close.
 20 Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of
 21 this transaction.

22 15. MISCELLANEOUS.

- 23 A. SELLER will provide within the time allowed by law a Natural Hazard Disclosure
 24 Statement in accordance with California Government Code sections 8589.3-8989.4
 25 and 51183.5 and Public Resources Code sections 4136, 2621.9 and 2694.
- 26 B. The terms and conditions, covenants and agreements set forth herein shall apply to
 27 and bind the heirs, executors, administrators, assigns and successors of the parties
 28 hereto.
- 29 C. ENTIRE AGREEMENT. This Agreement (including all Exhibits attached hereto)
 30 constitutes the entire contract between the parties hereto and may not be modified
 31 except by an instrument in writing signed by the party to be charged. Neither party
 32 relies upon any warranty or representation not contained in this Agreement.
- 33 D. NOTICES. In the event either party desires or is required to give notice to the party
 34 in connection with this Agreement, the same shall be in writing and shall be deemed
 35 to have been given when delivered in person, by recognized overnight air courier
 36 service, by confirmed facsimile transmission, or deposited with the United States
 37 Postal Service, certified mail receipt requested address to BUYER or SELLER at the
 38 appropriate address as, set forth herein. All notices sent by mail will be deemed
 39 received three (3) days after the date of mailing.
- 40 E. PARTIAL INVALIDITY. If any term or provision of this Agreement shall be
 41 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.

F. NO WAIVERS. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be allowed except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

G. SUCCESSORS AND ASSIGNS. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party.

H. GOVERNING LAW. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California in which the Property is located. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

I. BROKERS. Each party warrants and represents to the other that no brokers have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of the foregoing warranty and representation.

J. EXHIBITS. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

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

3 MAILING ADDRESS OF SELLER

4 4080 Lemon Street
5 Riverside, CA 92501

SELLER:

COUNTY OF RIVERSIDE

6 By: Bob Buster
7 BOB BUSTER, Chairman,
8 Riverside County Board of Supervisors

9
10 ATTEST:

11 KECIA HARPER-IHEM
12 Clerk of the Board

13 By: Kecia Harper-Ihem
14 Deputy

15 Date: MAY 17 2011

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17
18
19 FOR: APPROVED COUNTY COUNSEL
20 BY: Neal R. Kipnis 5/17/11
NEAL R. KIPNIS DATE

21
22
23
24
25 APN: 101-140-005
26 Project: Santa Ana River Mainstem
27 Project No: 2-0-00105
28 RCFC Parcel No. 2105-9

MAILING ADDRESS OF BUYER

1995 Market Street
Riverside, CA 92501

BUYER:

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

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

RECOMMENDED FOR APPROVAL

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

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

By: Karen Kuster
Deputy

Date: 2-9-11

Date: MAR 15 2011

GSW:rlp
2/7/11

APN: 101-140-005
Project: Santa Ana River Mainstem
Project No: 2-0-00105
RCFC Parcel No. 2105-9

MAR 15 2011 11.1

Exhibit "A"

**Santa Ana River Below Prado Dam
Parcel 2105-9**

All of the real property in Director's Deed granted to the County of Riverside as described in Instrument No. 147126, recorded November 3, 1972 in Official Records of Riverside County, California located in Rancho La Sierra Yorba.

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

344
A



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

April 14, 2011

SUBJECT: Resolution No. 2011-018, Notice of Intention to Convey Real Property in the Unincorporated Area of Corona, to the Riverside County Flood Control and Water Conservation District

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2011-018, Notice of Intention to Convey a Fee Simple Interest in Real Property located in the Prado Dam Spillway, in an unincorporated area west of Corona, County of Riverside, Assessor's Parcel Number 101-140-005, by Grant Deed to the Riverside County Flood Control and Water Conservation District; and,
2. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended, and is set for Tuesday, May 17, 2011, at 9:00 a.m.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 26, 2011
xc: EDA, COB

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

3.26

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE: 4/13/11
Departmental Concurrence

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

BACKGROUND:

In 1938, the Santa Ana River broke free from its banks and flooded thousands of acres. As a result of this catastrophe, the construction of the Prado Dam was initiated. Completed in 1941, the Prado Dam increased protection from devastating floods to property downstream. In 1964, the Santa Ana River Mainstem project (SARM) was proposed and construction began in 1989.

SARM is designed to provide flood protection for residences and businesses in the Southern California communities of Orange, Riverside, and San Bernardino Counties. The proposed improvements to the system cover 75 miles, from the headwater of Santa Ana River east of the City of San Bernardino to the mouth of the river at the Pacific Ocean between the Cities of Newport Beach and Huntington Beach.

The Reach 9, Phase 2A Embankment Project is one of the portions of the SARM project. This portion of the project is necessary to protect the lives and properties of individuals residing in the Green River Housing Estates, and the 91 Freeway. This project would provide approximately 4,500 feet of bank stabilization.

This action is necessary to construct flood control improvements for the Santa Ana River Mainstem Project between Highway 71 and the Green River Golf Course, Corona, California.

This property was acquired by the county via a Director's Deed from the State of California in 1972, presumably as it was a surplus state land, not required for the Highway 91 and Highway 71 interchange.

Pursuant to Government Code Section 25365, the county may transfer or exchange interests in real property belonging to the county to another public agency, upon the terms and conditions as are agreed upon, if the property or interest therein is not required for county use.

On September 30, 2010, the county received an offer from the Riverside County Flood Control and Water Conservation District (Flood) to purchase 25.86 acres or 1,126,462 square feet of unimproved vacant land in the Prado Dam Spillway for the SARM project as mandated by the United States Army Corps of Engineers (USACE). The offer price is \$455,000.

The county intends to convey, by Grant Deed, a fee simple interest in real property located in the unincorporated area west of Corona, County of Riverside, Assessor's Parcel Number 101-140-005, more particularly described in Exhibit "A", Legal Description, and Exhibit "B", aerial image, to the Riverside County Flood Control and Water Conservation District.

It is estimated that the Real Estate Division of EDA will devote 30 hours of staff labor to this transaction. At the current rate that labor expense will be approximately \$3,800. The Real Estate Division will reimburse itself for actual expenses incurred from the sale proceeds.

The remainder of the funds from this transaction will go to the general fund.

This Resolution has been reviewed and approved by County Counsel as to legal form.

Attachments: Exhibit A and Exhibit B

2
3 RESOLUTION NO. 2011-018

4
5 NOTICE OF INTENTION TO CONVEY REAL PROPERTY

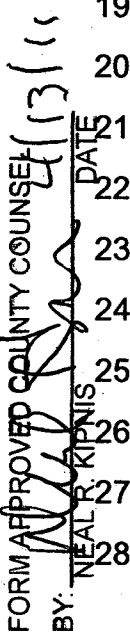
6 IN THE UNINCORPORATED AREA OF CORONA, COUNTY OF RIVERSIDE,
7 CALIFORNIA, ASSESSOR'S PARCEL NUMBER 101-140-005 BY GRANT DEED TO
8 THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
9 DISTRICT

10
11 WHEREAS, County of Riverside owns a fee simple interest in 25.86 acres of
12 vacant unimproved land in an unincorporated area westerly of the city of Corona
13 situated in the Prado Dam spillway.

14 WHEREAS, the Riverside County Flood Control and Water Conservation District
15 (RCFC & WCD) requires this land for its Santa Ana River Mainstem Project; now,
16 therefore,

17 BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY
18 GIVEN by the Board of Supervisors of the County of Riverside, California, in regular
19 session assembled on April 26, 2011, that the Riverside County Board of Supervisors
20 has determined that this land is no longer required for use by the County and hereby
21 declares this land to be surplus, and; intends to convey by grant deed on or after May
22 17, 2011 to the RCFC & WCD the following described real property: Certain real
23 property located in the unincorporated Corona area, County of Riverside, State of
24 California, identified by and as Assessor's Parcel Number 101-140-005 and, more
25 particularly described in Exhibit "A" Legal Description, attached hereto and thereby
26 made a part hereof. The terms and conditions of the proposed conveyance are as
27 follows: The RCFC & WCD shall pay \$455,000.00 to County of Riverside.

28 ///

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 4/13/11
NEAL R. KIPNIS

1 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
2 Supervisors is directed to give notice hereof as provided in Section 6061 of the
3 Government Code.

4 ///

5 ///

6 ROLL CALL:

7 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley

8 Nays: None

9 Absent: None

10 ///

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

13 KECIA HARPER-IHEM, Clerk of said Board

14 By: 

15 Deputy

16 ///

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JRF:ra/030911/102FL/13.862 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.862.doc

Exhibit "A"

**Santa Ana River Below Prado Dam
Parcel 2105-9**

All of the real property in Director's Deed granted to the County of Riverside as described in Instrument No. 147126, recorded November 3, 1972 in Official Records of Riverside County, California located in Rancho La Sierra Yorba.

EXHIBIT 'B'



Selected parcel(s):
101-140-005

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Wed Jan 19 08:22:40 2011

Version 101221

102FL Prado Spillway



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

May 3, 2011

RIVERSIDE COUNTY RECORD
ATTN: LEGALS
P.O. BOX 3187
RIVERSIDE, CA 92519

FAX (951) 685-2961
E-MAIL: recordmde@aol.com

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2011-018

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Thursday, May 5, 2011.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

McGil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

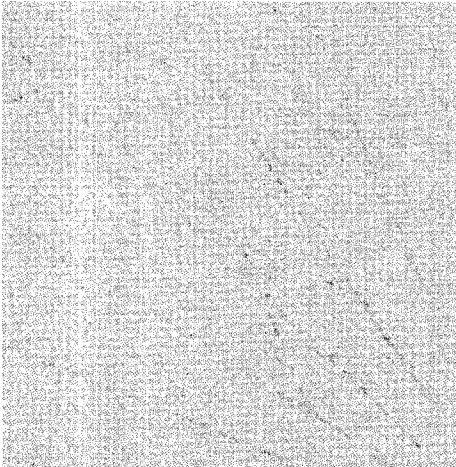
Gil, Cecilia

From: recordmde@aol.com
Sent: Tuesday, May 03, 2011 8:31 AM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: RESOLUTION NO. 2011-018

Hi,
I have received the notice.
Thanks Much, Mike

-----Original Message-----

From: Gil, Cecilia <CCGIL@rcbos.org>
To: recordmde <recordmde@aol.com>
Sent: Tue, May 3, 2011 4:14 am
Subject: FOR PUBLICATION: RESOLUTION NO. 2011-018



Again, a Notice of Public Meeting, for publication on Thursday, May 5, 2011. Please confirm. THANK YOU!

Cecilia Gil
Board Assistant to the
Clerk of the Board of Supervisors
951-955-8464

*THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.*

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

NOTICE IS HEREBY GIVEN that a public meeting at which all interested persons will be heard, will be held before the Board of Supervisors of the County of Riverside, California, on the 1st Floor, County Administrative Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside, on **Tuesday, May 17, 2011 at 9:00 a.m.** to consider conveyance of the real property described in the following Resolution:

RESOLUTION NO. 2011-018

NOTICE OF INTENTION TO CONVEY REAL PROPERTY IN THE UNINCORPORATED AREA OF CORONA, COUNTY OF RIVERSIDE, CALIFORNIA, ASSESSOR'S PARCEL NUMBER 101-140-005 BY GRANT DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

WHEREAS, County of Riverside owns a fee simple interest in 25.86 acres of vacant unimproved land in an unincorporated area westerly of the city of Corona situated in the Prado Dam spillway.

WHEREAS, the Riverside County Flood Control and Water Conservation District (RCFC & WCD) requires this land for its Santa Ana River Mainstem Project; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, California, in regular session assembled on April 26, 2011, that the Riverside County Board of Supervisors has determined that this land is no longer required for use by the County and hereby declares this land to be surplus, and; intends to convey by grant deed on or after May 17, 2011 to the RCFC & WCD the following described real property: Certain real property located in the unincorporated Corona area, County of Riverside, State of California, identified by and as Assessor's Parcel Number 101-140-005 and, more particularly described in Exhibit "A" Legal Description, attached hereto and thereby made a part hereof. The terms and conditions of the proposed conveyance are as follows: The RCFC & WCD shall pay \$455,000.00 to County of Riverside.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

Exhibit "A"

**Santa Ana River Below Prado Dam
Parcel 2105-9**

All of the real property in Director's Deed granted to the County of Riverside as described in Instrument No. 147126, recorded November 3, 1972 in Official Records of Riverside County, California located in Rancho La Sierra Yorba.

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on April 26, 2011.

Kecia HARPER-IHEM, Clerk of said Board

By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: May 3, 2011

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant



The Riverside County Record Newspaper

Western Riverside County's Only Hometown Newspaper

Since 1955

Post Office Box 3187 • Riverside, California 92519

951 685-6191 • FAX 951 685-2961

e-mail: recorddhh@aol.com

INVOICE

May 5, 2011

Riverside County
Clerk of the Board
4080 Lemon Street, 1st Floor
P.O. Box 1147
Riverside, CA 92502- 1147

Legal Advertising

Notice of Public Hearing

Your: Resolution No. 2011-018
Our #0360

14.00 column inches x \$8.94 = \$125.16

Publish one (1) week: May 5, 2011

Amount Due: \$125.16

Thank You,


Cathy Sypin-Barnes

EDA/Fac.
3.26 of 4/26/11
lhl

RECEIVED RIVERSIDE COUNTY CLERK OF SUPERIOR COURT
2011 MAY -9 PM 3:51

Affidavit of Publication

(2015.5 C.C.P.)

County of Riverside

State of California

Catherine Sy-pin-Barnes, being first duly sworn, deposes and says: That at all times hereinafter, mentioned that she was a citizen of the United States, over the age of eighteen years, and a resident of said County, and was at and during all said times the principal clerk of the printer and publisher of The Riverside County Record-News, a newspaper of general circulation, adjudicated by court decree, printed and published weekly in said County of Riverside, State of California, that said Riverside County Record-News is and was at all times herein mentioned, a newspaper of general circulation as that term is defined in section 4460 of the Political Code, and, as provided by that section, is published for the dissemination of local and telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and is not devoted to nor published for the interest, entertainment or instruction of a particular class, profession, trade, calling, race of denominations; that at all said time said newspaper has been established, printed and published in said County and State at regular intervals for more than one year preceding the date of publication of the notice hereinafter mentioned; that said notice was set in type not smaller than nonpareil and was preceded with words printed in black face type not smaller than nonpareil describing and expressing in general terms the purport and character of the notice intended to be given; that the

RIVERSIDE COUNTY RECORD NEWSPAPER

of which the annexed is a printed copy, published and printed in said newspaper in at least 1 weekly issues, as follows:

May 5, 2011

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature

Dated: May 5, 2011
at Riverside, California

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

NOTICE IS HEREBY GIVEN that a public meeting at which all interested persons will be heard, will be held before the Board of Supervisors of the County of Riverside, California, on the 1st Floor, County Administrative Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside, on **Tuesday, May 17, 2011 at 9:00 a.m.** to consider conveyance of the real property described in the following Resolution:

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BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

Exhibit "A" Santa Ana River Below Prado Dam Parcel 2105-9

All of the real property in Director's Deed granted to the County of Riverside as described in Instrument No. 147126, recorded November 3, 1972 in Official Records of Riverside County, California located in Rancho La Sierra Yorba.

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on April 26, 2011.

KECIA HARPER-IHEM, Clerk of said Board

By: Cecilia Gil, Board Assistant
Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: May 3, 2011

Kecia Harper-Ihem, Clerk of the Board

By: Cecilia Gil, Board Assistant
Pub: May 5, 2011 RCR360