



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

912B

FISCAL OFFICER APPROVED  
IVAN M. CHAND, FINANCIAL DIRECTOR  
*(Signature)*  
BY: IVAN M. CHAND

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:  
November 22, 2011

SUBJECT: West Elsinore MDP Line A, Resolution No. F2011-27  
Authorization to Purchase Real Property  
Assessor's Parcel No. 387-060-007

RECOMMENDED MOTION:

That the Board of Supervisors:

- 1) Adopt Resolution No. F2011-27, Authorization to Purchase Real Property, for the purpose of the construction of the West Elsinore MDP Line A project. Said property being Assessor's Parcel No. 387-060-007, located in the unincorporated area of Riverside County, California; and
- 2) Approve the Agreement for Sale and Purchase of Real Property between the District and Felix A. Espinoza, Miroslava C. Espinoza, Pedro E. Espinoza and Felix R. Espinoza, and authorize the Chairman of the Board to execute this Agreement on behalf of the District; and

(Continued on Page 2)

FORM APPROVED COUNTY COUNSEL  
BY: *(Signature)* DATE: 11-9-11  
BY: SYNTHIA M. GUNZEL

GSW:rp

*(Signature)*  
FOR WARREN D. WILLIAMS  
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$200,000	In Current Year Budget:	Yes
	Current F.Y. County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$ N/A	For Fiscal Year:	2011-2012

SOURCE OF FUNDS:	Zone 3 Const. - Maint. Misc.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	25130 947440 540040	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *(Signature)*  
Michael R. Shetler

County Executive Office Signature

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

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit  
Date: November 22, 2011  
xc: Flood

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

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

**SUBJECT:** West Elsinore MDP Line A, Resolution No. F2011-27  
Authorization to Purchase Real Property  
Assessor's Parcel No. 387-060-007

**SUBMITTAL DATE:** November 22, 2011  
**Page 2**

**RECOMMENDED MOTION: (Continued)**

- 3) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; and
- 4) Authorize the General Manager-Chief Engineer to approve and execute any other related documents and administer all actions necessary to complete this transaction.

**BACKGROUND:**

In May 2011, the owners of the subject property, Felix A. Espinoza, Miroslava C. Espinoza, Pedro E. Espinoza and Felix R. Espinoza requested that the District consider acquiring their real property located on Grand Avenue, immediately north of Riverside Drive (Highway 74), Assessor's Parcel Number 387-060-007. The owners have indicated their inability to develop the property because of flows of water coming from the forest adjacent to and immediately west of the subject property. These flows naturally traverse the property and flood the adjacent street, Grand Avenue, with water and debris. In 1986 the Board adopted the West Elsinore Master Drainage Plan which proposes the construction of an open channel portion of the Line A system through this property. An amicable sale of this property at this time will reduce the eventual overall project cost and also enable the District to construct a wider soft-bottomed flood control facility that is also protective of Lake Elsinore's water quality. The District had an appraisal report prepared and the owners have agreed to sell the property for the fair market value of \$190,000.

The Agreement for Sale and Purchase has been negotiated with the property owners, Felix A. Espinoza, Miroslava C. Espinoza, Pedro E. Espinoza and Felix R. Espinoza at the appraised value of \$190,000 plus an additional \$10,000 for title and escrow fees.

The Agreement for Sale and Purchase covers the fee title to Assessor's Parcel No. 387-060-007, in the unincorporated area of Riverside County, California. The property contains approximately 2.55 acres or 111,078 sq. ft. and is vacant unimproved land.

Resolution No. F2011-27 and the Agreement for Sale and Purchase of Real Property have been reviewed and approved as to form by County Counsel.

**FINANCIAL:**

Sufficient funds were budgeted and are available in the Zone 3 fund.

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2011-27

AUTHORIZATION TO PURCHASE REAL PROPERTY  
WEST ELSINORE MDP, LINE A  
ASSESSOR PARCEL NUMBER 387-060-007

BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District in regular session assembled on November 22, 2011, in the meeting room of the Board of Supervisors of the District located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the purchase of real property interests, for the purchase price amount of one hundred ninety thousand dollars (\$190,000.00), plus an additional ten thousand dollars (\$10,000.00) for title insurance and escrow fees, from Felix A. Espinoza, Miroslava C. Espinoza, Pedro E. Espinoza and Felix R. Espinoza for the following described real property: Certain real property located in the unincorporated area of Riverside County, State of California, identified as Assessor's Parcel Number 387-060-007, in fee, more particularly described on Exhibit "A" Legal Description attached hereto and thereby made a part hereof.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Sale and Purchase between the District and Felix A. Espinoza, Miroslava C. Espinoza, Pedro E. Espinoza and Felix R. Espinoza is hereby approved and the Chairman of the Board is hereby authorized to execute this Agreement on behalf of the District.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board certify acceptance of any documents running in favor of the District to complete the purchase of real property and this transaction.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman is authorized to execute the Agreement for Sale and Purchase of Real Property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer is authorized to approve and execute any other related documents and administer all actions necessary to complete this transaction.

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 11-9-11  
DATE: SYNTHIA M. GUNZEL

2  
3 **RESOLUTION NO. F2011-27**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY**  
5 **WEST ELSINORE MDP, LINE A**  
6 **ASSESSOR PARCEL NUMBER 387-060-007**

7 **ADOPTED by Riverside County Board of Supervisors on November 22, 2011**

8 **ROLL CALL:**

9 **Ayes: Buster, Tavaglione, Stone and Ashley**  
10 **Nays: None**  
11 **Absent: Benoit**

12  
13 **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.**

14 **KECIA HARPER-IHEM, Clerk of said Board**

15  
16 **By: \_\_\_\_\_**  
17 **Deputy**

18  
19  
20  
21  
22 **11.22.11 11.1**

23  
24  
25

## Exhibit "A"

That portion of Lot 1 of a subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch, as shown by map on file in Book 9 Page(s) 29 of maps, records of Riverside County, California, described as follows:

Beginning at a point on the southwest line of said Lot 1, distant 210 feet southeast from the most Westerly corner thereof;

Thence South  $53^{\circ} 23' 50''$  East along the Southwest line of said Lot, 153 feet more or less to the most Westerly corner of that certain parcel of land conveyed to George Adams and Irene Adams, by deed recorded January 24, 1956 in Book 1852 page(s) 92 of Official Records of Riverside County, California;

Thence North  $36^{\circ} 36' 10''$  East, along the Northwest line of Parcel, 264 feet to the most Westerly corner of that certain parcel of land conveyed to Clyde C. Flinn and Hazel Flinn by deed recorded May 20, 1954 as Instrument no. 25396;

Thence North  $36^{\circ} 36' 10''$  East along the Northwest line of the parcel so conveyed to Clyde C. Flinn and Hazel Flinn, 528.5 feet more or less to a point in the Northeast line of said lot;

Thence North  $53^{\circ} 23' 50''$  West along the Northeast line of said Lot, to the most Easterly corner of that certain parcel of land conveyed to Clyde C. Flinn and Hazel Flinn, by deed recorded January 21, 1953 as Instrument no. 3098, said most Easterly corner being 329 feet Southeast from the most Northerly corner of said Lot;

Thence South  $36^{\circ} 23' 50''$  West along the Southeast line of the parcel conveyed to Clyde C. Flinn and Hazel Flinn by deed recorded January 21, 1953 as Instrument no. 3098 to the most Southerly corner of said parcel, said most Southerly corner bearing South  $53^{\circ} 23' 50''$  East from a point in the Northwest line of said Lot 210 feet Northeast from the most Westerly corner of said lot;

Thence North  $53^{\circ} 23' 50''$  West to a point which bears North  $53^{\circ} 23' 50''$  East 210 feet from the Northwest line of said Lot;

Thence South  $28^{\circ} 36' 25''$  West parallel with the Northwest line of said Lot, 210 feet to the point of beginning.

1 APN NO. 387-060-007  
2 PROJECT: West Elsinore MDP Line A-1  
3 PROJECT NO. 3-0-00216

ORIGINAL

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

5 THIS AGREEMENT is entered into by and between the RIVERSIDE COUNTY FLOOD  
6 CONTROL AND WATER CONSERVATION DISTRICT (hereinafter called "DISTRICT" or  
7 "BUYER") and FELIX A. ESPINOZA AND MIROSLAVA C. ESPINOZA, HUSBAND AND  
8 WIFE, PEDRO E. ESPINOZA, A SINGLE MAN AND FELIX R. ESPINOZA, A SINGLE  
9 MAN, AS TENANTS IN COMMON EACH TO AN UNDIVIDED 25%, (hereinafter called  
10 "SELLER") for acquisition by BUYER from SELLER of certain real property hereinafter set  
11 forth.

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

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

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

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

22 ONE HUNDRED NINETY THOUSAND DOLLARS  
23 (\$190,000.00)

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

- 28 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 20 (twenty) days after the signing of this Agreement  
SELLER will provide a PTR from Stewart Title Company of California, together with a

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

5 Following the recording of the Grant Deed to BUYER, BUYER shall be provided with a  
6 CLTA Standard Coverage Policy of Title Insurance in the amount of \$190,000.00 as issued  
7 by Stewart Title Company of California showing the title to the SELLER Property vested in  
8 BUYER, subject only to the exceptions set forth in Paragraph 3 and the printed exceptions  
9 and stipulations in said policy. BUYER agrees to pay the premium charged therefor.

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

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

26 ESCROW IS AUTHORIZED TO AND SHALL:

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

1 D. Disburse funds and deliver the Grant Deed when conditions of this transaction  
2 have been fulfilled by BUYER and SELLER.

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

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

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

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

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

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

23 10. POSSESSION OF REAL PROPERTY. It is mutually understood and agreed by and  
24 between the parties hereto that the right of possession and use of the SELLER Property by  
25 DISTRICT, including the right to remove and dispose of improvements, shall commence  
26 upon the execution of this Agreement by all parties.

27 11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF BUYER AND SELLER.  
28 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.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 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.
- E. To the best of SELLER'S knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the SELLER Property may be bound.
- F. Until the closing, SELLER shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of SELLER Section not to be true as of closing, immediately give written notice of such fact or condition to BUYER.

12. HAZARDOUS WASTE. Neither SELLER nor, to the best of SELLER'S knowledge, any previous owner, tenant, occupant or user of the SELLER Property used, generated, released, discharged, stored or disposed of any hazardous waste, toxic substances or related materials ("Hazardous Materials") on, under, in or about the SELLER Property or transported any Hazardous Materials to or from the SELLER Property. SELLER shall not cause or permit the presence, use, generation, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about or the transportation of any Hazardous Materials to or from, the SELLER Property. 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, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans 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).

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

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

15 15. MISCELLANEOUS. SELLER will provide within the time allowed by law a Natural  
16 Hazard Disclosure Statement in accordance with California Government Code sections  
17 8589.3-8989.4 and 51183.5 and Public Resources Code sections 4136, 2621.9 and 2694.

18 The terms and conditions, covenants and agreements set forth herein shall apply to and bind  
19 the heirs, executors, administrators, assigns and successors of the parties hereto.

20 This Agreement contains the entire agreement between both parties; neither party relies upon  
21 any warranty or representation not contained in this Agreement.

22 //  
23 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties here have executed this Agreement on

NOV 22 2011

(date to be filled in by Clerk of the Board)

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

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

Date: NOV 22 2011

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

(SEAL)

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

APN NO. 387-060-007  
PROJECT: West Elsinore MDP Line A-1  
PROJECT NO. 3-0-00216

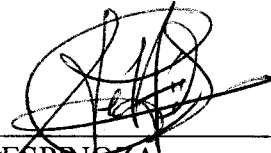
P8\141180

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

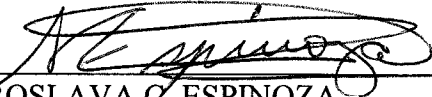
MAILING ADDRESS OF SELLER

2676 Sycamore Drive  
La Verne, CA 91750

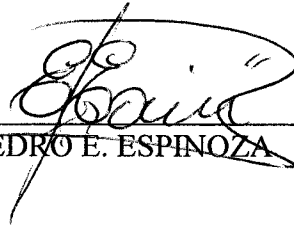
SELLER:



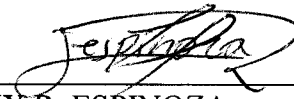
FELIX A. ESPINOZA



MIROSLAVA C. ESPINOZA



PEDRO E. ESPINOZA



FELIX R. ESPINOZA

APN NO. 387-060-007  
PROJECT: West Elsinore MDP Line A-1  
PROJECT NO. 3-0-00216

P8\141180

## Exhibit "A"

That portion of Lot 1 of a subdivision of Lots 1 and 2, Irish-Ledlie Tract. Block "B", La Laguna Ranch, as shown by map on file in Book 9 Page(s) 29 of maps, records of Riverside County, California, described as follows:

Beginning at a point on the southwest line of said Lot 1, distant 210 feet southeast from the most Westerly corner thereof;

Thence South  $53^{\circ} 23' 50''$  East along the Southwest line of said Lot, 153 feet more or less to the most Westerly corner of that certain parcel of land conveyed to George Adams and Irene Adams, by deed recorded January 24, 1956 in Book 1852 page(s) 92 of Official Records of Riverside County, California;

Thence North  $36^{\circ} 36' 10''$  East, along the Northwest line of Parcel, 264 feet to the most Westerly corner of that certain parcel of land conveyed to Clyde C. Flinn and Hazel Flinn by deed recorded May 20, 1954 as Instrument no. 25396;

Thence North  $36^{\circ} 36' 10''$  East along the Northwest line of the parcel so conveyed to Clyde C. Flinn and Hazel Flinn, 528.5 feet more or less to a point in the Northeast line of said lot;

Thence North  $53^{\circ} 23' 50''$  West along the Northeast line of said Lot, to the most Easterly corner of that certain parcel of land conveyed to Clyde C. Flinn and Hazel Flinn, by deed recorded January 21, 1953 as Instrument no. 3098, said most Easterly corner being 329 feet Southeast from the most Northerly corner of said Lot;

Thence South  $36^{\circ} 23' 50''$  West along the Southeast line of the parcel conveyed to Clyde C. Flinn and Hazel Flinn by deed recorded January 21, 1953 as Instrument no. 3098 to the most Southerly corner of said parcel, said most Southerly corner bearing South  $53^{\circ} 23' 50''$  East from a point in the Northwest line of said Lot 210 feet Northeast from the most Westerly corner of said lot;

Thence North  $53^{\circ} 23' 50''$  West to a point which bears North  $53^{\circ} 23' 50''$  East 210 feet from the Northwest line of said Lot;

Thence South  $28^{\circ} 36' 25''$  West parallel with the Northwest line of said Lot, 210 feet to the point of beginning.