

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

44B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
November 6, 2012

SUBJECT: Day Creek Channel Stage 6, Parcel Nos. 1250-20B and 1250-21; Resolution No. F2012-28 Declaration of Exempt Surplus Real Property and Authorization to Exchange Fee Simple Interests in Real Property located in the City of Jurupa Valley, County of Riverside, State of California, District 1/District 1

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. F2012-28, Declaration of Exempt Surplus Real Property and Authorization to Exchange Fee Simple Interests in Real Property in the City of Jurupa Valley, County of Riverside, State of California, involving the conveyance by Riverside County Flood Control and Water Conservation District (District) of Assessor's Parcel Number (APN) 157-142-009, described as RCFC Parcel No 1250-20B in exchange and as consideration for the acquisition of APN 157-142-006, described as RCFC Parcel No 1250-21 from Rodolfo and Sylvia Vega by Grant Deeds; and
2. Approve the Agreement for Exchange of Real Property (Agreement) between the District and Rodolfo and Sylvia Vega, and authorize the Chairman of the District's Board of Supervisors to execute the Agreement and any other documents necessary to complete the exchange; and

BACKGROUND: See Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

CE:rlp

FINANCIAL DATA	Current F.Y. District Cost:	\$0	In Current Year Budget:	N/A
	Current F.Y. County Cost:	\$0	Budget Adjustment:	N/A
	Annual Net District Cost:	\$0	For Fiscal Year:	N/A

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

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 10.25.12
CYNTHIA M. GUNZEL

Dep't Recomm.: Policy Consent
Per Exec. Ofc.: Policy Consent

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Benoit 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: November 6, 2012
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 1st/1st

Agenda Number:

11.10

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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

SUBJECT: Day Creek Channel Stage 6, Parcel Nos. 1250-20B and 1250-21; Resolution No. F2012-28 Declaration of Exempt Surplus Real Property and Authorization to Exchange Fee Simple Interests in Real Property located in the City of Jurupa Valley, County of Riverside, State of California, District 1/District 1

SUBMITTAL DATE: November 6, 2012

Page 2

RECOMMENDED MOTIONS: (continued from page 1)

3. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed for APN 157-142-009 in favor of the Seller; and
4. Authorize the General Manager-Chief Engineer or his designee to execute any other documents and administer all actions necessary to complete this transaction.

BACKGROUND:

In 1949, the District acquired right of way for a portion of the Day Creek Channel. As a result of the acquisition, portions of two (2) properties were separated from larger parcels by the channel into remnant parcels, referenced as RCFC Parcel No. 1250-20B owned by Luis Rivera and RCFC Parcel No. 1250-21 owned by Rodolfo and Sylvia Vega.

During the recent realignment and improvements to the Day Creek Channel, it was discovered that the proximity and location of these remnant parcels rendered them unusable by the record property owners. Therefore, the District determined that this matter needed to be remedied. The District recently acquired the remnant parcel referenced as Parcel No 1250-20B (APN 157-142-009) from Mr. Rivera and intends to use it as consideration to acquire the neighboring parcel referenced as Parcel No 1250-21 (APN 157-142-006), which the District needs from Rodolfo and Sylvia Vega for the Day Creek Channel. Both owners would benefit from the transaction as they would be disposing of their separated parcels to the District. The Board's adoption of Resolution No F2012-28 and approval of the Agreement will enable the District to proceed with the acquisition of Parcel No 1250-21 by authorizing the conveyance of Parcel No 1250-20B as consideration for the acquisition.

Pursuant to the California Water Code Appendix §48-13, the Board of Supervisors for the District has the power to hold, use, acquire, manage, occupy and possess any real property and may determine, by resolution duly entered in its minutes that any real property held by the District is no longer necessary to be retained for the uses and purposes thereof, and may thereafter sell or otherwise dispose of said real property. Surplus real property that is less than 5,000 square feet in size is exempt from the requirement to provide a written offer to other public agencies prior to disposition under the California Surplus Lands Act (Government Code Section 54220 et seq.). This District-owned real property, Parcel No 1250-20B, consists of approximately 1,742 square feet and has been landlocked as a result of the District's original acquisition for the Day Creek Channel.

This real property is an uneconomic remnant and is not necessary to be retained by the District. Therefore, staff is recommending the adoption of Resolution No F2012-28 to declare this exempt surplus property and authorize conveyance of fee interest in the real property Parcel No 1250-20B to Rodolfo and Sylvia Vega, as consideration for the fee interest acquisition of Parcel No 1250-21.

Resolution No F2012-28 has been approved as to form by County Counsel.

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2012-28

DECLARATION OF EXEMPT SURPLUS REAL PROPERTY AND
AUTHORIZATION TO EXCHANGE FEE SIMPLE INTERESTS IN REAL PROPERTY,
PARCEL NO 1250-20B WITH ASSESSOR'S PARCEL NUMBER 157-142-009,
FOR PARCEL NO 1250-21 WITH ASSESSOR'S PARCEL NUMBER 157-142-006
LOCATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA
WITH RODOLFO AND SYLVIA VEGA BY GRANT DEEDS

WHEREAS, the Riverside County Flood Control and Water Conservation District
(District) acquired and is the owner of certain real property, consisting of approximately 1,742
square feet, referenced as RCFC Parcel No. 1250-20B, recorded September 27, 2012, as
Document No. 2012-0463637, in the Official Records, Riverside County, California, with
Assessor's Parcel Number 157-142-009, located in the City of Jurupa Valley, County of
Riverside, State of California (Property); and

WHEREAS, pursuant to California Water Code – Appendix, Chapter §48-13, the Board
of Supervisors (Board) for the District has the power to hold, use, acquire, manage, occupy and
possess real property, and may determine, by resolution duly entered in its minutes that any real
property, held by the District is no longer necessary to be retained for the uses and purposes
thereof, and may thereafter sell or otherwise dispose of said real property; and

WHEREAS, the Exempt Property is no longer necessary to be retained by the District for
the Day Creek Channel nor will it be needed in the future for District purposes; and

WHEREAS, the District may proceed with the conveyance of this Property because
surplus real property less than 5,000 square feet in size is exempt from the requirement to
provide a written offer to other public agencies prior to disposition under the California Surplus
Lands Act (Government Code Section 54220 et seq.); now, therefore,

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 10-25-12
DATE
SYNTHIA M. GUNZEL

1 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of
 2 the District, in regular session assembled on November 6, 2012, at 11:00 a.m., in its meeting
 3 room located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
 4 Riverside, California, with at least four-fifths of all members concurring, that the Property with
 5 Assessor's Parcel Number 157-142-009 is declared as surplus exempt property due to its size and
 6 is no longer necessary to be retained by the District for any present or future District purposes.

8 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the Board that it
 9 authorizes the exchange of the fee simple interests in real property, Parcel No 1250-20B with
 10 Assessor's Parcel Number 157-142-009, for Parcel No 1250-21 with Assessor's Parcel Number
 11 157-142-006 located in the City of Jurupa Valley, County of Riverside, State of California, more
 12 particularly described in Exhibit "A" legal description and shown in Exhibit "B", attached hereto
 13 and by this reference incorporated herein, with Rodolfo and Sylvia Vega (Seller) by Grant Deeds
 14 pursuant to the terms and conditions of that certain Agreement for Exchange of Real Property
 15 between the District and Seller upon approval by the Board.

17 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
 18 Supervisors of the District is authorized to execute the necessary documents to complete the
 19 exchange of real property with Rodolfo and Sylvia Vega and this transaction.

20 ROLL CALL:

21
 22 Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 23 Nays: None
 24 Absent: None

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

27 KECIA HARPER-IHEM, Clerk of said Board

28 By: _____
 Deputy

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

FREE RECORDING

This instrument is for the benefit of the Riverside
County Flood Control and Water Conservation District
and is entitled to be recorded without fee.
(GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Project: Day Creek Channel, Stage 6, Phase 2
Project No. 1-0-00250-06
RCFC Parcel No. 1250-20B
Assessor's Parcel Number: 157-142-009

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,

a body politic

Grants to **RODOLFO VEGA and SYLVIA VEGA**, husband and wife as joint tenants,

the real property in the City of Jurupa Valley, County of Riverside, State of California, as described in

Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof.

GRANTOR:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body politic

Date November 6, 2012

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

(Acknowledgment attached)

ATTEST:

KECIA HARPER-IHEM, Clerk

By: Kecia Harper-Ihem
DEPUTY

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Project: Day Creek Channel, Stage 6, Phase 2
Project No. 1-0-00250
RCFC Parcel No. 1250-20B
Assessor Parcel Number: 157-142-009

ACKNOWLEDGMENT

STATE OF CALIFORNIA

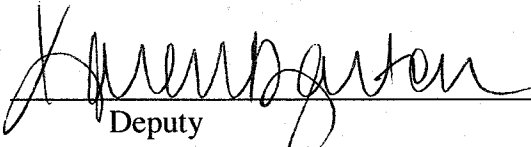
COUNTY OF RIVERSIDE

On November 6, 2012, before me, Karen Barton, Board Assistant, personally appeared **Marion Ashley**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: 
Deputy

(Seal)

ATTACHED TO: GRANT DEED
APN 157-142-009

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 10-25-12
SYNTHIA M. GUNZEL DATE

Exhibit "A"

Day Creek Channel, Stage 6
Parcel 1250-20B

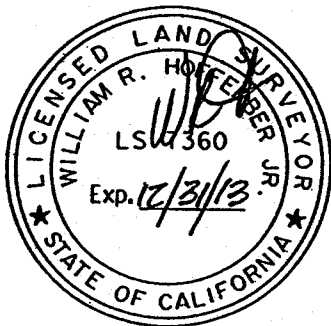
Being a portion of Lot 340 of Riverdale Acres as shown on Map Book 13, Pages 76 and 77, records of Riverside County, State of California, within the city of Jurupa Valley described as follows:

All that portion of said Lot lying Southwesterly of the following described line:

Beginning at the Southerly corner of Parcel 1001-4 of Record of Survey as shown on Book 120, Pages 57 through 60, records of said county. Said corner also being the beginning of a non-tangent curve, concave Northeasterly, having a radius of 574.99 feet, a radial to said point bears South 47° 07' 15" West;

Thence Southeasterly along said curve through a central angle of 07° 07' 23", a distance of 71.48 feet along the Southwesterly line of Parcel 1001-2 of said Record of Survey;

Thence continuing along said Southwesterly line South 50° 00' 08" East, a distance of 15.70 feet to the intersection of the Southerly line of Lot 340 and the Southwesterly line of said Parcel 1001-2. Said point being the Point of Termination.



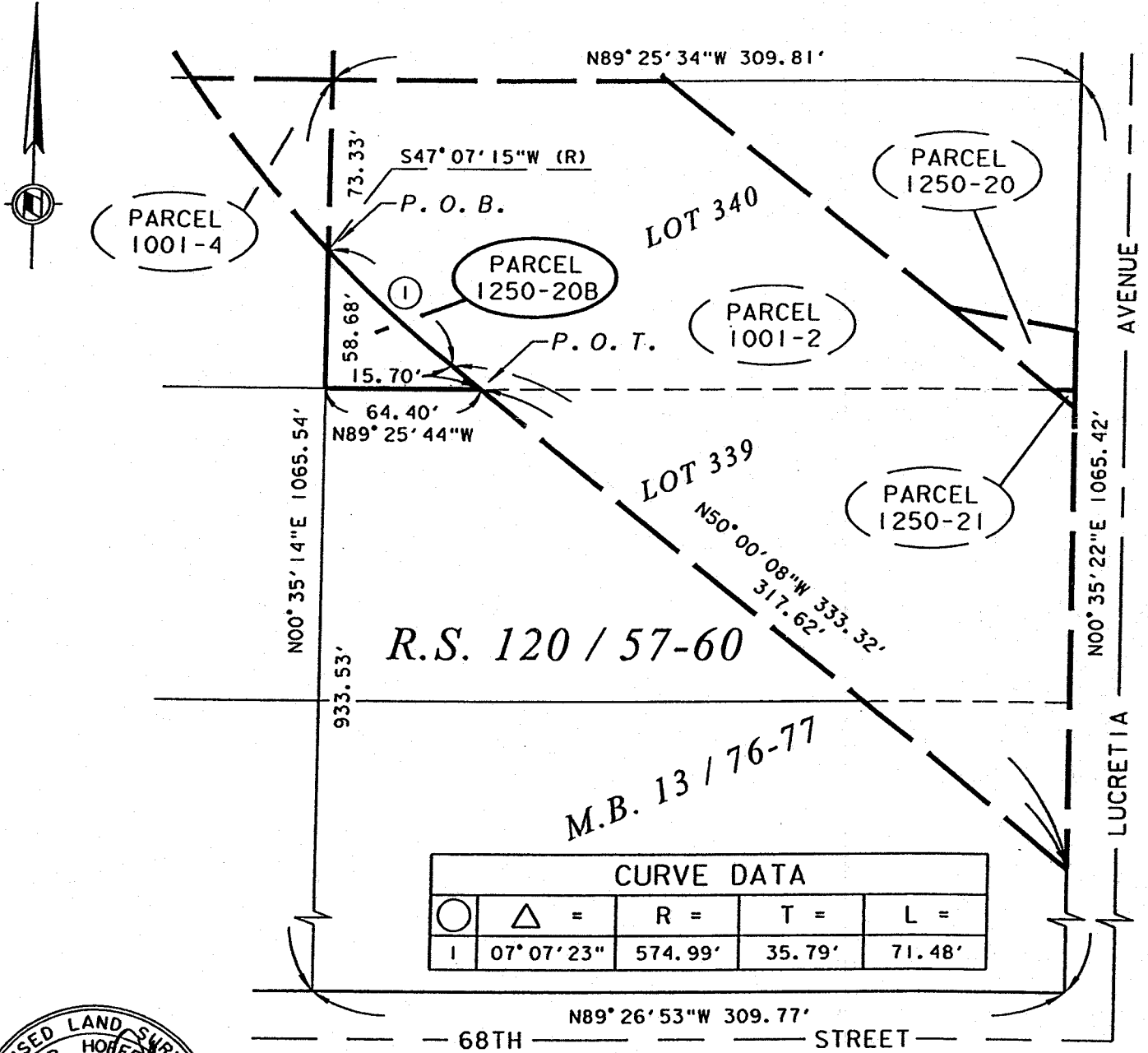

WILLIAM R. HOFFERBER JR.

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

Date: 17 APRIL 2012

Exhibit "B"

BEING A PORTION OF LOT 340 OF RIVERDALE ACRES AS SHOWN ON MAP BOOK 13, PAGES 76 AND 77, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF JURUPA VALLEY.



William R. Hoffmeyer, Jr.
 DATE: 17 APRIL 2012

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

DAY CREEK CHANNEL, STAGE 6

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 1250-20B

SCALE:
 NO SCALE
 APR-03-2012

PREPARED BY:
 DAB
 SHEET NO.
 1 OF 1

1 APN Nos. 157-142-006 & 157-142-009
Project: Day Creek Channel Stage 6, Phase 2
Project No. 1-0-00250-06
2 RCFC Parcel Nos. 1250-21 & 1250-20B

3 **AGREEMENT FOR EXCHANGE OF REAL PROPERTY**

4 THIS AGREEMENT is entered into this 14th day of November, 2012, by and
5 between the Riverside County Flood Control and Water Conservation District, a body politic,
6 ("Buyer"), and Rodolfo and Sylvia Vega, husband and wife as joint tenants ("Seller") for
acquisition by Buyer and Seller of certain real property hereinafter set forth.

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

8 1. AGREEMENT TO CONVEY. Seller agrees to convey to Buyer and Buyer agrees to
9 accept from Seller, upon the terms and for the consideration set forth in this Agreement,
10 all that certain real property ("Seller Property") situated in the city of Jurupa Valley,
11 County of Riverside, State of California, and legally described in Exhibit "A" and as
shown in Exhibit "B", referenced as Parcel 1250-21, attached hereto and by this reference
made a part hereof.

12 2. PURCHASE PRICE. The consideration for the purchase price provided to the Seller will
13 be certain real property currently being acquired by the Buyer ("Buyer Property"),
14 situated in the city of Jurupa Valley, County of Riverside, State of California, referenced
15 as Parcel 1250-20B, described in Exhibit "A" and as shown in Exhibit "B", attached
16 hereto and by this reference made a part hereof. This Agreement is contingent upon the
successful acquisition of Buyer Property. The respective values of each parcel being
conveyed are the same or substantially similar.

17 3. CONVEYANCE OF TITLE. Seller agrees to convey to Buyer, fee title to the Seller
18 Property, referenced as Parcel 1250-21, free and clear of all recorded liens,
encumbrances, assessments, easements, leases, and taxes EXCEPT:

- 19 A. Taxes: Current fiscal year, including personal property tax, if any, and any further
20 assessment thereto under Chapter 3.5 of Revenue and Taxation Code of the State
of California.
- 21 B. Quasi-public utility, public alley, public street easements, and rights of way of
22 record.
- 23 C. That portion of said property which is designated as wetlands.

24 Buyer agrees to convey to Seller, fee title to Buyer's Property, referenced as Parcel 1250-
25 20B, free and clear of all recorded encumbrances, assessments, easements, leases and
26 taxes EXCEPT:

- 27 A. Taxes: Current fiscal year, including personal property tax, if any, and any
28 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.

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1 4. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Stewart Title of
 2 California Inc. (the "Escrow Holder") shall obtain and issue a Title Commitment for the
 3 Buyer's acquiring Property. Escrow Holder will also request two (2) copies of each
 4 Instrument identified as exceptions on said Title Commitment. Upon receipt of the
 5 foregoing, Escrow Holder will deliver these Instruments and the Title Commitment to
 6 Buyer. Escrow Holder will issue a CLTA Owner's Standard Coverage Policy of Title
 7 Insurance in the amount of \$400 for the fee title to Seller Property at the Close of Escrow.
 Buyer shall pay for the cost of the Policy. The Policy provided for pursuant to this
 Section 4 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"):

- 8 A. The applicable zoning, building and development regulations of any municipality,
 9 county, state or federal jurisdiction affecting the Property.
- 10 B. Those non-monetary exceptions not objected to by Buyer within ten (10) business
 11 days after the date Buyer receives the title commitment and legible copies of all
 12 Instruments noted as exceptions therein. If Buyer "unconditionally disapproves"
 13 any such exceptions Escrow will thereupon terminate, all funds deposited therein
 14 will be refunded to Buyer (less Buyer's share of escrow cancellation charges) and
 15 this Agreement will no longer be in force or effect. If Buyer "conditionally
 16 disapproves" any such exceptions, then Seller will use Seller's best efforts to
 17 cause such exceptions to be removed by the Close of Escrow. If such
 18 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 easement interest in the Property will be free and clear of all
 monetary liens and monetary encumbrances.
- 19 C. Taxes: Current fiscal year, including personal property tax, if any, and any
 20 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and
 21 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.
- 22 D. Quasi-public utility, public utility, public alley, public street easements and rights
 23 of way of record.

24 If Seller is in need of a policy of title insurance, Seller shall obtain said policy and be
 25 responsible for the payment of any premium for said policy.

26 5. NECESSARY INSTRUMENTS. Seller will execute and provide a Grant Deed,
 27 conveying the real property defined as Seller Property herein and referenced as Parcel
 28 1250-21, to the Buyer and Buyer will execute and provide a Grant Deed, conveying the
 real property defined as Buyer Property herein and referenced as Parcel 1250-20B to the
 Seller. Buyer and Seller to provide any additional instruments as may be necessary to

1 complete this transaction. Buyer and Seller hereby agree to cooperate with the execution
2 of all documents necessary to complete the transfer of the property, including, but not
limited to, any supplemental instructions required to complete the transaction.

3 6. ESCROW. The parties will establish an escrow at Stewart Title of California, Inc.
4 ("Escrow") to accommodate the transaction contemplated by this Agreement. For
5 purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder
6 receives a fully executed original of this Agreement. The parties shall open an escrow
7 within ten (10) business days of the date on which this Agreement is fully executed by all
8 parties. Buyer shall deposit sufficient funds to cover the costs of escrow and the title
9 insurance policy for Seller Property. Close of Escrow means the date on which the Grant
10 Deed is recorded in the Official Records of the County of Riverside. The Close of
11 Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the
12 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:

- 13 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow
14 Holder by Buyer in payment of the Property as follows: (a) deduct or credit all
15 items chargeable to the account of Seller and/or Buyer pursuant to Sections 4, 5
and 6 herein; and b) disburse any excess proceeds deposited by Buyer to Buyer.
- 16 B. Recording. Cause the Deed to be recorded with the County Recorder and obtain
17 conformed copies thereof for distribution to Buyer and Seller
- 18 C. Title Policy. Direct the Title Company to issue the Title Policy to Buyer.
- 19 D. Delivery of Documents to Buyer and Seller. Deliver to Buyer any other
20 documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller
any other documents (or copies thereof) deposited into Escrow by Buyer.
- 21 E. All time limits within which any matter herein specified is to be performed may
22 be extended by mutual agreement of the parties hereto. Any amendment of, or
23 supplement to, any instructions must be in writing.

24 The term "close of this transaction", if and where written in these instructions, shall
25 mean the date necessary Instruments of conveyance are recorded in the office of the
County Recorder for all affected properties involved in the project.

26 TIME IS OF THE ESSENCE AND THIS TRANSACTION IS TO CLOSE AS SOON
27 AS POSSIBLE, BUT IN NO EVENT LATER THAN 180 DAYS FROM THE
SIGNING OF THIS AGREEMENT.

- 1 7. PERMISSION TO ENTER ON PREMISES. Buyer and Seller each hereby grants to the
2 other, or its authorized agents, permission to enter upon the property to be conveyed to
3 them at all reasonable times prior to close of this transaction for the purpose of making
4 necessary or appropriate inspections.
- 5 8. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so
6 executed shall, irrespective of the date of its execution and delivery, be deemed an
7 original, and all such counterparts together shall constitute one and the same Instrument.
- 8 9. POSSESSION OF REAL PROPERTY. Possession of real property shall be given to
9 either party upon the execution of this Agreement by all parties.
- 10 10. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF BUYER AND
11 SELLER.

12 Seller hereby warrants, represents, and/or covenants to Buyer that:

- 13 A. To the best of Seller's knowledge, there are no actions, suits, material claims,
14 legal proceedings, or any other proceedings affecting the Seller Property or any
15 portion thereof, at law, or in equity before any court or governmental agency,
16 domestic or foreign.
- 17 B. To the best of Seller's knowledge, there are no encroachments onto the Seller
18 Property by improvements on any adjoining property, nor do any buildings or
19 improvements encroach on other properties.
- 20 C. Until the closing, Seller shall maintain the Seller Property in good condition and
21 state of repair and maintenance, and shall perform all of its obligations under any
22 service contracts or other contracts affecting the property.
- 23 D. Until the closing, Seller shall not do anything which would impair Seller's title to
24 any of the Seller Property.
- 25 E. To the best of Seller's knowledge, neither the execution of this Agreement nor the
26 performance of the obligations herein will conflict with, or breach any of the
27 provisions of any bond, note, evidence of indebtedness, contract, lease, or other
28 agreement or Instrument to which the Seller Property may be bound.
- 29 F. Until the closing, Seller shall, upon learning of any fact or condition which would
30 cause any of the warranties and representations in these Warranties,
31 Representations, and Covenants of Seller Section not to be true as of closing,
32 immediately give written notice of such fact or condition to Buyer.

33 Buyer hereby warrants, represents, and/or covenants to Seller that:

- 34 G. To the best of Buyer's actual knowledge, there are no actions, suits, material
35 claims, legal proceedings, or any other proceedings affecting the Buyer Property

- 1 or any portion thereof, at law, or in equity before any court or governmental
2 agency, domestic or foreign.
- 3 H. To the best of Buyer's actual knowledge, there are no encroachments onto the
4 Buyer Property by improvements on any adjoining property, nor do any buildings
5 or improvements encroach on other properties.
- 6 I. Until the closing, Buyer shall maintain the Buyer Property in good condition and
7 state of repair and maintenance, and shall perform all of its obligations under any
8 service contracts or other contracts affecting the property.
- 9 J. Until the closing, Buyer shall not do anything which would impair Buyer's title to
10 any of the Buyer Property.
- 11 K. To the best of Buyer's actual knowledge, neither the execution of this Agreement
12 nor the performance of the obligations herein will conflict with, or breach any of
13 the provisions of any bond, note, evidence of indebtedness, contract, lease, or
14 other agreement or Instrument to which the Buyer Property may be bound.
- 15 L. Until the closing, Buyer shall, upon learning of any fact or condition which would
16 cause any of the warranties and representations in these Warranties,
17 Representations, and Covenants of Seller Section not to be true as of closing,
18 immediately give written notice of such fact or condition to Seller.
- 19 11. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any
20 previous owner, tenant, occupant, or user of the Seller Property used, generated, released,
21 discharged, stored, or disposed of any hazardous waste, toxic substances, or related
22 materials ("Hazardous Materials") on, under, in or about the Seller Property, or
23 transported any Hazardous Materials to or from the Seller Property. Seller shall not
24 cause or permit the presence, use, generation, release, discharge, storage, or disposal of
25 any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous
26 Materials to or from, the Seller Property. Buyer, to the best of Buyer's actual knowledge,
27 used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic
28 substances, or related materials ("Hazardous Materials") on, under, in or about the Buyer
Property, or transported any Hazardous Materials to or from the Buyer Property. Buyer
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 Buyer 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,

1 Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory),
 2 (iv) defined as "hazardous substance" under Section 25281 of the California Health and
 3 Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances),
 4 (v) petroleum, (vi) asbestos, (vii) polychlorinated by phenyls, (viii) listed under Article 9
 5 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of
 6 the California Administrative Code, Division 4, Chapter 20, (ix) designated as a
 7 "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).

- 8 12. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Buyer's and Seller's
 9 knowledge, and with respect to the property each is conveying in this transaction, the
 10 property complies with all applicable laws and governmental regulations including,
 11 without limitation, all applicable Federal, State, and local laws pertaining to air and water
 12 quality, hazardous waste, waste disposal, and other environmental matters, including, but
 13 not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste
 14 Disposal, Resource Conservation Recovery and Comprehensive Environmental Response
 15 Compensation and 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.
- 16 13. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and
 17 against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine,
 18 penalty, punitive damage, or expense (including, without limitation, attorneys' fees),
 19 resulting from, arising out of, or based on any breach of Seller's representations in
 20 paragraphs 10, 11, and 12 hereof. This indemnity shall include, without limitation, any
 21 damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of
 22 any claim, action, suit or proceeding for personal injury (including sickness, disease or
 23 death, tangible or intangible property damage, compensation for lost wages, business
 income, profits or other economic loss, damage to the natural resource or the
 environmental, nuisance, pollution, contamination, leak, spill, release, or other adverse
 effect on the environment). This indemnity extends only to liability created prior to or up
 to the date this escrow shall close. Neither Buyer nor Seller shall be responsible for acts
 or omissions to act after close of this transaction.
- 24 14. MISCELLANEOUS. The terms and conditions, covenants, and agreements set forth
 25 herein shall apply to and bind the heirs, executors, administrators, assigns and successors
 of the parties hereto.

26 This Agreement contains the entire agreement between both parties; neither party relies
 27 upon any warranty or representation not contained in this Agreement.
 28

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

3 MAILING ADDRESS OF SELLER

4
5 RODOLFO AND SYLVIA VEGA
6 6669 Lucretia Avenue
7 Jurupa Valley, CA 91752

SELLER:

By: 
Rodolfo Vega

By: 
Sylvia Vega

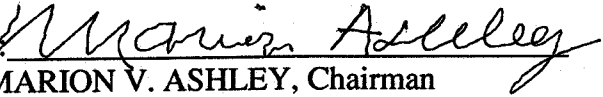
8
9 (NOTARY ATTACHED)

10 MAILING ADDRESS OF BUYER

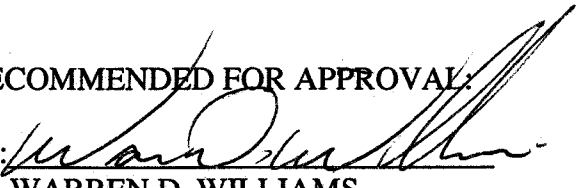
11 1995 Market Street
12 Riverside, CA 92501

BUYER:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

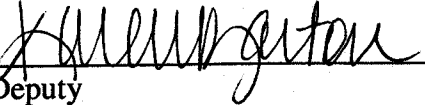
13
14 By: 
15 MARION V. ASHLEY, Chairman
16 Riverside County Flood Control and Water
17 Conservation District Board of Supervisors

18 RECOMMENDED FOR APPROVAL:

19 By: 
20 WARREN D. WILLIAMS
21 General Manager-Chief Engineer


ATTEST:

22 KECIA HARPER-IHEM
23 Clerk of the Board

By: 
Deputy

24 APPROVED AS TO FORM:
25 PAMELA J. WALLS
26 County Counsel

Date: NOV 06 2012

27 By: 
28 SYNTHIA M. GUNZEL
Deputy County Counsel

(SEAL)

CE:rlp

Exhibit "A"

Day Creek Channel, Stage 6
Parcel 1250-21

All of Parcel 1250-21 of Record of Survey as shown in Book 120, Pages 57 through 60, records of Riverside County, State of California, within the city of Jurupa Valley.




WILLIAM R. HOFFERBER, JR.

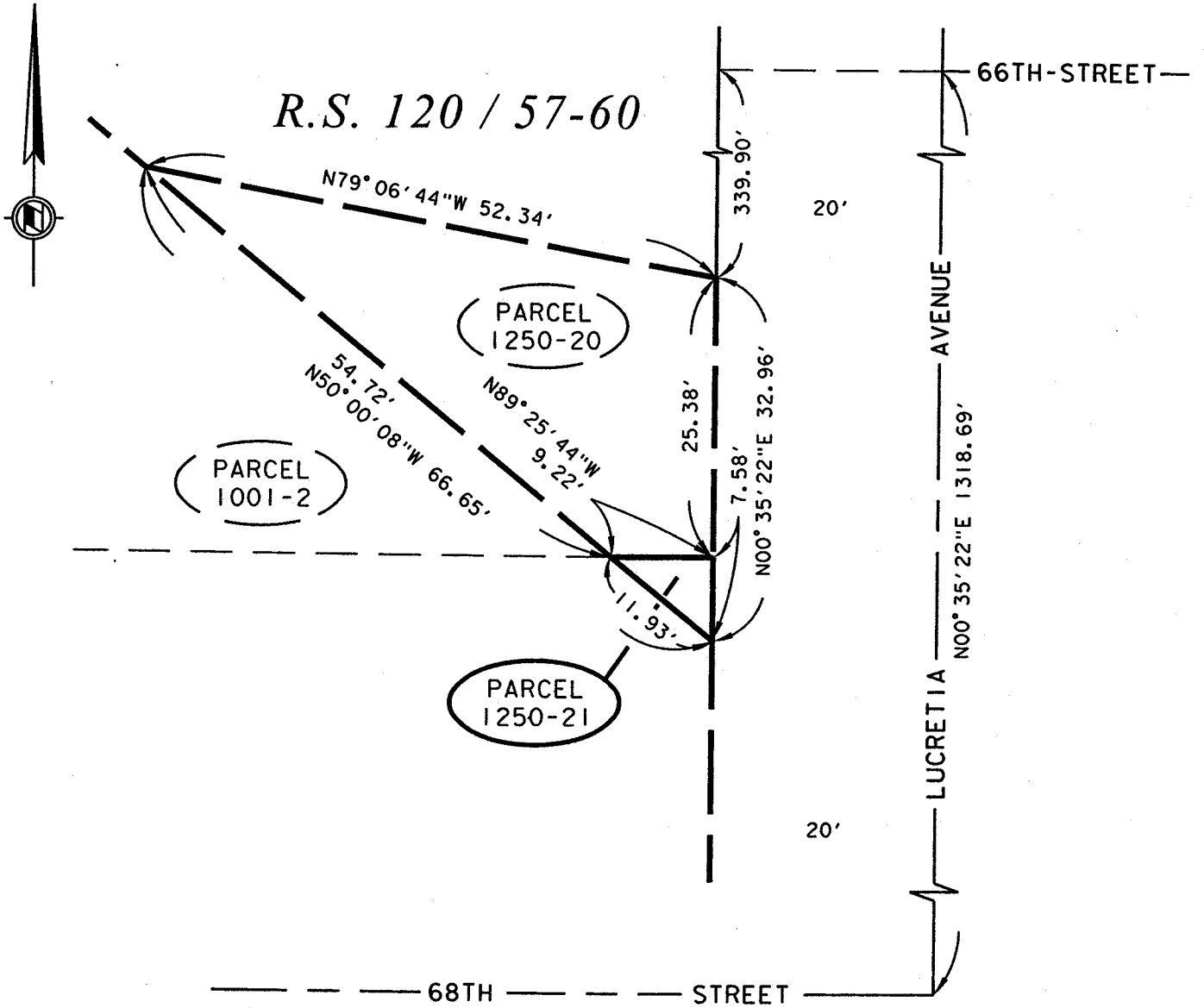
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 25 JAN. 2012

Exhibit "B"

ALL OF PARCEL 1250-21 AS SHOWN ON RECORD OF SURVEY BOOK 120, PAGES 57 THROUGH 60, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF JURUPA VALLEY.



William R. Hoffmeyer, Jr.
 DATE: 25 Jan. 2012

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: DAY CREEK CHANNEL, STAGE 6		SCALE: NO SCALE	PREPARED BY: DAB
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 1250-21	JAN-23-2012	SHEET NO. 1 OF 1

Exhibit "A"

Day Creek Channel, Stage 6
Parcel 1250-20B

Being a portion of Lot 340 of Riverdale Acres as shown on Map Book 13, Pages 76 and 77, records of Riverside County, State of California, within the city of Jurupa Valley described as follows:

All that portion of said Lot lying Southwesterly of the following described line:

Beginning at the Southerly corner of Parcel 1001-4 of Record of Survey as shown on Book 120, Pages 57 through 60, records of said county. Said corner also being the beginning of a non-tangent curve, concave Northeasterly, having a radius of 574.99 feet, a radial to said point bears South 47° 07' 15" West;

Thence Southeasterly along said curve through a central angle of 07° 07' 23", a distance of 71.48 feet along the Southwesterly line of Parcel 1001-2 of said Record of Survey;

Thence continuing along said Southwesterly line South 50° 00' 08" East, a distance of 15.70 feet to the intersection of the Southerly line of Lot 340 and the Southwesterly line of said Parcel 1001-2. Said point being the Point of Termination.



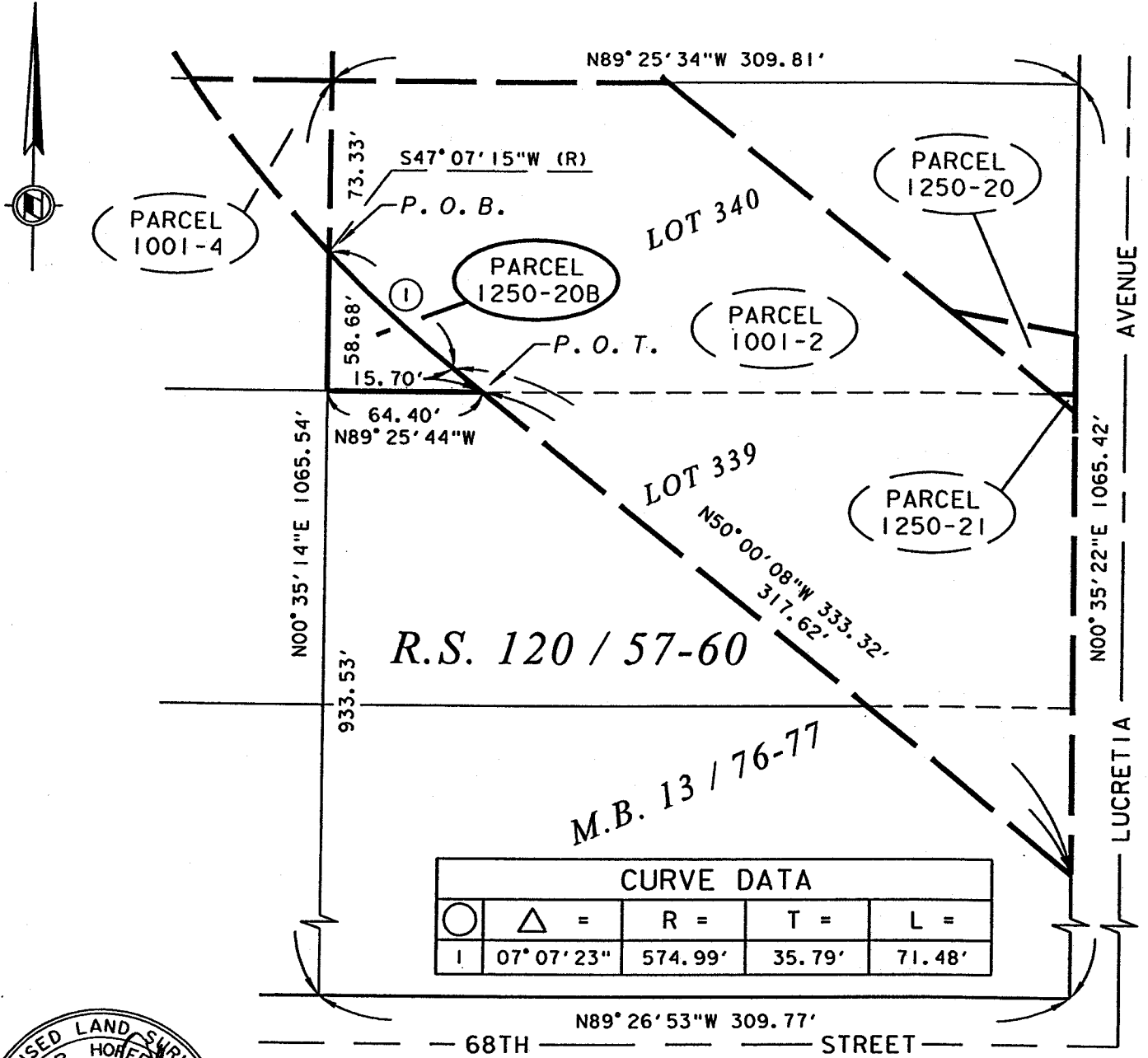

WILLIAM R. HOFFERBER JR.

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

Date: 17 APRIL 2012

Exhibit "B"

BEING A PORTION OF LOT 340 OF RIVERDALE ACRES AS SHOWN ON MAP BOOK 13, PAGES 76 AND 77, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF JURUPA VALLEY.



CURVE DATA				
○	△ =	R =	T =	L =
1	07° 07' 23"	574.99'	35.79'	71.48'



William R. Hoffberger Jr.
 DATE: 17 April 2012

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

DAY CREEK CHANNEL, STAGE 6

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 1250-20B

SCALE:

NO SCALE

APR-03-2012

PREPARED BY:

DAB

SHEET NO.

1 OF 1