

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

421B



FISCAL PROCEDURES APPROVED
JEANNE J. REY, FINANCE DIRECTOR
BY: *[Signature]*
REGINA L. NEAL

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
August 20, 2013

SUBJECT: Green Acres Dam; Project No. 4-0-00330 - Resolution No. F2013-19
Authorization to Purchase Real Property;
Assessor Parcel Nos. 458-050-032 and 458-050-033
District 3/District 3

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Finds that the purchase of the fee interests in real property will not have a significant impact on the environment and nothing further is required because any potentially significant effects have been adequately analyzed in an earlier Negative Declaration adopted by the Board; and
- 2) Adopt Resolution No. F2013-19, Authorization to Purchase Real Property, for the purpose of the construction of the Green Acres Dam Project. Said property being Assessor Parcel Nos. 458-050-032 and 458-050-033, located in Hemet, California; and

BACKGROUND:
(Continued on Page 2)

GSW:rlp

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

FINANCIAL DATA	Current F.Y. District Cost:	\$595,000.00	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	2013-2014

SOURCE OF FUNDS: Green Acres Dam Project 540040 25140 947460 - Land	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Steven C. Horn, MPA

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione, Stone and Benoit
 Nays: None
 Absent: None
 Disqualify: Ashley
 Date: August 20, 2013
 xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

11-9

Prev. Agn. Ref.:

District: 3rd/3rd

Agenda Number:

Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 SYNTHIA M. GUNZEL
 DATE: 8-21-13

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

SUBJECT: Green Acres Dam; Project No. 4-0-00330 - Resolution No. F2013-19
Authorization to Purchase Real Property; Assessor Parcel No.458-050-032 and
458-050-033
District 3/District 3

SUBMITTAL DATE: August 20, 3013

Page 2

Recommended Motion contd

- 3) Approve the Agreement for Sale and Purchase of Real Property between the District and Richard R. Trail and Beverly J. Trail, and authorize the Chairman of the Board to execute the same on behalf of the District; and
- 4) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; and
- 5) Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

BACKGROUND:

On July 14, 1981, the District adopted a Master Drainage Plan for the Green Acres area of the County of Riverside. This drainage plan identified the need for the Green Acres Dam to be located at the base of the Lakeview Mountains just west of Cortrite Avenue and approximately 2,000 feet upstream of Highway 74. This dam was designated to be approximately 27 feet high and the drainage area contributing to the dam is slightly larger than two (2) square miles. On the same date, the District adopted a Negative Declaration which determined that the proposed project will not have a significant adverse effect on the environment. The Green Acres MDP Report contemplated that the Green Acres Dam would need to be constructed at some time in the future and that the acquisition of real property would be required.

A Purchase Agreement has been negotiated with property owners, Richard R. Trail and Beverly J. Trail at the fair market value of \$575,000 plus an additional \$10,000 for title and escrow fees and up to an additional \$10,000 for moving and relocation expenses.

The Purchase Agreement covers the fee title to Assessor Parcel No. 485-050-032, 26075 Cortrite Avenue, Hemet, California. The property contains approximately 6.45 acres or 280,962 sq. ft. and is improved with a 2,152 sq. ft. manufactured home, which is owner occupied. The District is acquiring the entire property as it is located completely within the proposed Green Acres Dam structure.

This action is necessary to construct flood control improvements for the Green Acres Dam, located north of the intersection of Cortrite Avenue and Highway 74, which will help to alleviate flooding of properties within the immediate vicinity.

Resolution No. F2013-19 and the Agreement for the Sale and Purchase of Real Property have been approved as to form by County Counsel.

FINANCIAL:

Sufficient funds were budgeted and are available in the Zone 4 fund.

1 BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

2 RESOLUTION NO. F2013-19

3 AUTHORIZATION TO PURCHASE REAL PROPERTY
4 GREEN ACRES DAM
5 PROJECT 4-0-00330
6 ASSESSOR PARCEL NUMBER 458-050-032 and 033

7 BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of
8 Supervisors of the Riverside County Flood Control and Water Conservation District (District) in
9 regular session assembled on August 20, 2013, in the meeting room of the Board of Supervisors
10 of the District located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
11 Riverside, California, authorizes the purchase, at or after 10:30 a.m., of that certain real property
12 in the County of Riverside, State of California, consisting of approximately 6.45 acres of
13 improved, owner occupied property with Assessor Parcel Nos. 458-050-032 and 033, also known
14 as 26075 Cortrite Avenue, Hemet, California, and also known as RCFC Parcel Nos. 4330-4 and
15 4330-5 in fee, more particularly described on Exhibit "A" attached hereto and by this reference
16 incorporated herein, for a purchase price of \$575,000, plus an additional \$10,000.00 for title
17 insurance and escrow fees and up to an additional \$10,000 for moving and relocation expenses,
18 for the owners, Richard R. Trail and Beverly J. Trail.

19 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
20 Agreement for Purchase and Sale of Real Property between the District and Richard R. Trail and
21 Beverly J. Trail is hereby approved and the Chairman of the Board of Supervisors of the District
22 is authorized to execute the same on behalf of the District.

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of
24 the Board certify acceptance of any documents conveying the real property interest in favor of
25 the District to complete the purchase and for recordation.

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

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 8-5-13
SYNTHIA M. GUNZEL

AUG 20 2013 11-9

2
3 **RESOLUTION NO. F2013-19**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY**
5 **GREEN ACRES DAM**
6 **PROJECT 4-0-00330**
7 **ASSESSOR PARCEL NUMBER 458-050-032 AND 033**

8 ADOPTED by Riverside County Board of Supervisors on August 20, 2013

9 **ROLL CALL:**

10 Ayes: Jeffries, Tavaglione, Stone and Benoit
11 Nays: None
12 Absent: None
13 Disqualify: Ashley

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

16 KECIA HARPER-IHEM, Clerk of said Board

17 By: _____
18 Deputy

19
20
21
22
23
24 08.20.13 11-9
25

EXHIBIT "A"

Legal description of the Trail property

(APN 458-050-032 & 458-050-033)

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, and described as follows:

Parcel 1: 458-050-033

Lot(s) 2 in Block 6 of Perris Valley Acres, County of Riverside, State of California, as shown by map on file in Book 13 Page(s) 41 through 43, of Maps, Records of Riverside County, California, and that portion of Lot 1 in Block 6 of Perris Valley Acres, as shown by map on file in Book 13 Page(s) 41 through 43, of Maps, Records of Riverside County, California, more particularly described as follows:

Beginning at the southwest corner of said Lot 1;

Thence North 00°04' east along the westerly line of said Lot 1, a distance of 75.00 feet;

Thence North 87°15'30" east, parallel with the southerly line of said Lot 1, a distance of 60.00 feet;

Thence South 00°04' west parallel with the westerly line of said Lot 1, a distance of 75.00 feet;

Thence South 87°15'30" west, along the southerly line of said Lot 1, a distance of 60.00 feet to the point of beginning.

Parcel 2: 458-050-032

Lot(s) 1 in Block 6 of Perris Valley Acres, County of Riverside, State of California, as shown by map on file in Book 13 Page(s) 41 through 43, of Maps, Records of Riverside County, California, excluding that portion of Lot 1, more particularly described as follows:

Beginning at the southwest corner of said Lot 1;

Thence North 00°04' east, along the westerly line of said Lot 1, a distance of 75.00 feet;

Thence North 87°15'30" east, parallel with the southerly line of said Lot 1, a distance of 60.00 feet;

Thence South 00°04' west parallel with the westerly line of said Lot 1, a distance of 75.00 feet;

Thence South 87°15'30" west, along the southerly line of said Lot 1, a distance of 60.00 feet to the point of beginning.

Said legal descriptions are based upon Lot Line Adjustment recorded August 27, 1992 as Instrument No. 322822 of Official Records.

Said descriptions are pursuant to the certain Notice of Lot Line Adjustment recorded August 27, 1992 as Instrument No. 322822 of Official Records.

1 APNs: 458-050-032 & 458-050-033
 2 Project: Green Acres Dam
 3 Project No. 4-0-00330
 4 RCFC Parcel Nos. 4330-4 & 4330-5

ORIGINAL

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

5 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
 6 ("Agreement"), is entered into this 20th day of August, 2013 by and between
 7 the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
 8 DISTRICT, a body politic, (hereinafter called "DISTRICT" or "BUYER") and RICHARD R.
 9 TRAIL AND BEVERLY J. TRAIL, (hereinafter called "SELLER") for acquisition by BUYER
 from SELLER of certain real property interests for the Green Acres Dam (hereinafter called
 "PROJECT").

RECITALS

- 10
- 11 A. SELLER is the owner of certain real property located in the unincorporated portion of
 12 the Riverside County, State of California, consisting of 6.45 acres of land, commonly
 13 known as 26075 Corrite Avenue, Hemet, and identified as Assessor's Parcel Nos. 458-
 14 050-032 and 458-050-033, and the related improvements, appurtenances and certain
 related personal and intangible property.
- 15 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
 described herein.

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

- 17
- 18 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,
 19 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
 20 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
 21 consideration set forth in this Agreement, the following interests in certain real
 property, located in Riverside County, California, commonly known as the Green Acres
 Dam Project and is currently designated as Riverside County Assessor's Parcel Nos.
 458-050-032 and 458-050-033.

- 22 A. The Fee Title which affects a section of land that will hereinafter be referred to
 23 as "Parcels 4330-4 and 4330-5". Said section of land contains approximately
 24 281,398± square feet. Improvements on said land include a 2,152 square foot
 manufactured home, detached garage, storage shed and landscaping.

25 Said above-listed interests in real property will hereinafter be collectively referred to as
 26 the "Property".

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

- 1 2. PURCHASE PRICE. The total purchase price that BUYER will pay to SELLER as full
2 compensation for the Property and as full consideration for the covenants of SELLER
3 contained herein this Agreement is:

4 FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS
5 (\$575,000.00)

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

- 8 3. SELLER agrees and acknowledges that the Purchase Price to be paid to SELLER by
9 BUYER pursuant to this Agreement is full and complete consideration for the Property
10 and all claims of damage that may have arisen by any such voluntary acquisition and
11 the public project for which this property or interest conveyed is purchased and
12 SELLER shall not seek compensation for diminution in value for the Property or any
13 interest associated with the Property or any remainder property. Such consideration
14 includes the value of the parcel taken, including all improvements thereon, described in
15 the Agreement; for all severance or other damages of every kind or nature; and for any
16 relocation benefits up to Ten Thousand Dollars (\$10,000) received by or that may be
17 claimed by SELLER by reason of BUYER acquiring the property for its use for the
18 Project. SELLER hereby agrees and consents to the release and full discharge of
19 BUYER of and from all manner of action, causes of action, claims, contracts or
20 demands whatsoever in law or in equity, including but not limited to, the dismissal of
21 any eminent domain action which has been or may be commenced by County in the
22 Superior Court of Riverside County to condemn said land, and waives any and all claim
23 to money that has been or may be deposited in court in such case or to damages by
24 reason of the filing of such action.

- 25 4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its
26 authorized agents, permission to enter upon the Property at all reasonable times prior to
27 close of this transaction for the purpose of conducting due diligence, including making
28 necessary or appropriate inspections. BUYER will give SELLER reasonable written
notice before going on the Property. BUYER does hereby indemnify and hold harmless
SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and
representatives free and harmless from and against any and all liability, loss, damages
and costs and expenses, demands, causes of action, claims or judgments, arising from or
that is in any way connected with BUYER'S inspections or non-permanent
improvements involving entrance onto the Property pursuant to this Section 4. If
BUYER fails to acquire the Property due to BUYER'S default, this license will
terminate upon the termination of BUYER'S right to purchase the Property. In such
event, BUYER will remove or cause to be removed all of BUYER'S personal property,
facilities, tools and equipment from the Property. If BUYER does not remove all of
BUYER'S personal property, facilities, tools and equipment from the Property within
ten business days of the date that BUYER'S license terminates under this Section,
SELLER has the right to remove said personal property, facilities, tools and equipment
from the Property. In the event of BUYER fails to remove BUYER'S personal
property, facilities, tools and equipment from the Property after entering the Property to
perform due diligence, including to make necessary or appropriate inspections as

1 specified in this Section 4, BUYER is responsible for all reasonable costs incurred by
 2 SELLER in any such removal by SELLER.

- 3 5. ESCROW. The parties will establish an escrow at Stewart Title of California
 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
 6 Holder receives a fully executed original of this Agreement. The parties shall open an
 7 escrow within five (5) business days of the date on which this Agreement is fully
 8 executed by the parties. Close of Escrow means the date on which the Deed is recorded
 9 in the Official Records of the County of Riverside. The Close of Escrow will be one
 10 hundred eighty (180) days after the Opening of Escrow. The parties hereto shall
 11 execute and deliver to Escrow Holder such escrow instructions prepared by Escrow
 12 Holder as may reasonably be required to consummate the transaction contemplated by
 13 this Agreement. Any such instructions shall not conflict, amend or supersede any
 14 provisions of this Agreement; this Agreement shall control unless the parties expressly
 15 agree in writing otherwise. The Escrow Instructions shall include the following terms
 16 and conditions for disbursements and other actions by Escrow Holder of this sale which
 17 shall occur at the Close of Escrow:

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

6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Stewart Title of
 California (the "Escrow Holder") shall obtain and issue a title commitment for the
 Property. Escrow Holder will also request two copies each of all instruments identified
 as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder
 will deliver these instruments and the title commitment to BUYER and SELLER.
 Escrow Holder will insure BUYER'S fee title to the Property, which is described above
 in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of
 Title Insurance in the amount of the Purchase Price ("Policy"). BUYER shall pay for
 the cost of the Policy. The Policy provided for pursuant to this Section 6 will insure
 BUYER'S interest in the Property free and clear of all monetary liens, monetary

1 encumbrances and other exceptions to good and clear title, subject only to the following
2 permitted conditions of title ("Permitted Title Exceptions"):

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

27 7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
28 the parties hereto that the right of possession and use of the Property by BUYER,
including the right to remove and dispose of improvements, shall commence upon the
close of escrow. Prior to the date that close of escrow occurs, SELLER may remove
any or all of the trees present on the Property. SELLER shall not cause or create any
conditions on the Property that would be deemed dangerous or create a risk of harm to
any person. SELLER releases BUYER and BUYER shall not be responsible for any
and all liability or claims associated in any way with the acts or omissions by SELLER
in the removal of such trees, including but not limited to, the resulting condition of the
Property, any potential claims by any third parties for payment in removal of the trees.

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

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

- 1
- 2 B. To the best of SELLER'S knowledge, there are no encroachments onto the
- 3 Property by improvements on any adjoining property, nor do any buildings or
- 4 improvements on the Property encroach onto other properties.
- 5
- 6 C. Until the Close of Escrow, SELLER shall maintain the Property in good
- 7 condition and state of repair and maintenance, and shall perform all of its
- 8 obligations under any service contracts or other contracts affecting the Property.
- 9
- 10 D. SELLER has good and marketable title to the Property. SELLER has no actual
- 11 knowledge of any unrecorded or undisclosed legal or equitable interest in the
- 12 Property owned or claimed by anyone other than SELLER. SELLER has no
- 13 knowledge that anyone will, at the Closing, have any right to possession of the
- 14 Property, except as disclosed by this Agreement or otherwise in writing to
- 15 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the
- 16 Property. No assessment lien or bond encumbers the Property, and no
- 17 governmental authority has undertaken any action that could give rise to an
- 18 assessment lien affecting the Property and shall not do anything that would
- 19 impair SELLER'S title to any of the Property.
- 20
- 21 E. To the best of SELLER'S knowledge, neither the execution of this Agreement
- 22 nor the performance of the obligations herein will conflict with, or breach any of
- 23 the provisions of any bond, note, evidence of indebtedness, contract, lease or
- 24 other agreement or instrument to which the Property may be bound.
- 25
- 26 F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,
- 27 upon learning of any fact or condition that would cause any of the warranties
- 28 and representations in this Section 8 not to be true as of closing, immediately
- give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge,
- store or dispose of any hazardous waste, toxic substances or related materials on,
- or under, in or about the Property or transport any Hazardous Materials to or
- from the Property and that it shall not use, generate, release, discharge, store or
- dispose of any hazardous waste, toxic substances or related materials on, or
- under, in or about the Property prior to the Close of Escrow. The term
- "Hazardous Materials" shall mean any substance, material or waste which is or
- becomes regulated by any local governmental authority, the State of California
- or the United States Government, including, but not limited to, any material or
- substance which is (i) defined as a "hazardous waste," "extremely hazardous
- waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7
- or listed pursuant to Section 25140 of the California Health and Safety Code,
- Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as
- "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 biphenyls, (viii)

1 listed under Article 9 or defined as "hazardous" or "extremely hazardous"
 2 pursuant to Article 11 of Title 22 of the California Administrative Code,
 3 Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to
 4 Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a
 5 "hazardous waste" pursuant to Section 1004 of the Resource Conservation and
 6 Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as a
 7 "hazardous substances" pursuant to Section 101 of the Comprehensive
 8 Environmental Response, Compensation, as amended by Liability Act, 42,
 9 U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

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

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

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

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

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

10. CLOSING CONDITIONS.

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

1) SELLER shall convey to BUYER marketable title to the Property by
 execution and delivery with Escrow Holder a duly executed and
 acknowledged Grant Deed in the form attached to this Agreement as
 Exhibit "C", ("Deed") by this reference incorporated herein.

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

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

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

- 15 1) BUYER must have delivered the Purchase Price to Escrow.
- 16 2) BUYER must have delivered to Escrow the documents and funds
17 required to consummate this transaction and as specified in this
Agreement.

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

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

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

26 A. SELLER shall pay or be charged:

- 27 1) All costs associated with removing any debt encumbering the Property;
- 28 2) All costs associated with SELLER'S broker representation, including
commission;

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- 3) All costs associated with SELLER'S attorney fees; and
- 4) SELLER'S share of prorations, if any.

B. BUYER shall pay or be charged:

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

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

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

1 expenses thereof, for the entire day upon which the Closing occurs. All
2 prorations will be made as of the date of Close of Escrow based on a
3 three hundred sixty-five (365) day year or a thirty (30) day month, as
4 applicable. The obligations of the parties pursuant to this Section 11
shall survive the Closing and shall not merge into any documents of
conveyance delivered at Closing.

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

8 13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from
9 and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency,
10 fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees)
11 of any nature whatsoever, resulting from, arising out of or based on any breach of
SELLER'S representation, warranties or covenants provided in this Agreement.

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

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

21 SELLER: Richard R. Trail & Beverly J. Trail
22 26075 Cortrite Avenue
Hemet, CA 92545

23 ~~REALTOR:~~ ~~Coldwell Banker Commercial~~
24 ~~3595 1 Inland Empire Boulevard, Suite 1200~~
25 ~~Ontario, CA 91764~~
Attn: Daniel Richards or Rene Ramos

26 BUYER: Riverside County Flood Control
27 and Water Conservation District
Attention: Greg Walker
28 1995 Market Street
Riverside, CA 92501

1 COPY TO: Riverside County Counsel
 2 Attention: Synthia M. Gunzel
 3 Deputy County Counsel
 4 3960 Orange Street, Suite 500
 Riverside, CA 92501-3674

5 ESCROW HOLDER: Stewart Title of California
 6 2010 Main Street, Suite 250
 Irvine, CA 92614

7 16. MISCELLANEOUS.

- 8 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
 9 the time allowed by law a Natural Hazard Disclosure Statement in accordance
 10 with California Government Code Sections 8589.3–8589.4 and 51183.5 and
 Public Resources Code Sections 4136, 2621.9 and 2694.
- 11 B. Default. In the event of a material breach or material default under this
 12 Agreement by either the BUYER or SELLER, the non-defaulting party shall
 13 have, in addition to all rights available at law or equity, the right to terminate
 14 this Agreement and the Escrow for the purchase and sale of the Property, by
 15 delivering written notice thereof to the defaulting party and to Escrow Holder,
 16 and if the BUYER is the non-defaulting party, the BUYER shall thereupon
 promptly receive a refund of all prior deposits, if any. Such termination of the
 Escrow by a non-defaulting party shall be without prejudice to the non-
 defaulting party's rights and remedies at law or equity.
- 17 C. Further Instructions. Each party agrees to execute such other and further escrow
 18 instructions as may be necessary or proper in order to consummate the
 transaction contemplated by this Agreement.
- 19 D. Amendments. Any amendments to this Agreement shall be effective only in
 20 writing and when duly executed by both the BUYER and SELLER and
 deposited with Escrow Holder.
- 21 E. Applicable Law. This Agreement shall be construed and interpreted under, and
 22 governed and enforced according to the laws of the State of California. Venue
 23 for any proceeding related to this Agreement shall be in the County of Riverside.
- 24 F. Entire Agreement. This Agreement contains the entire agreement between the
 25 undersigned parties respecting the subject matter set forth herein, and expressly
 26 supersedes all previous or contemporaneous agreements, understandings,
 27 representations, or statements between the parties respecting said subject matter
 (whether oral or in writing). No person is authorized to make, and by execution
 28 hereof SELLER and BUYER acknowledge that no person has made, any
 representation, warranty, guaranty or promise except as set forth herein; and no
 agreement, statement, representation or promise made by any such person which
 is not contained herein shall be valid or binding on SELLER or BUYER.

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

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

17. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property.

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

///

///

[Signature provisions on next page]

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

3 **SELLER:**

RICHARD R. TRAIL

4
5 Dated: 1/5/2013

By: *Richard R. Trail*

6
7 **BEVERLY J. TRAIL**

8 Dated: 1 July 13

By: *Beverly J. Trail*

10 **BUYER:**

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

11
12
13 By: *Steve Thomas*
14 For **WARREN D. WILLIAMS**
General Manager-Chief Engineer

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

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17
18 By: *Marion Ashley*
19 **MARION ASHLEY, Chairman**
Riverside County Flood Control and Water
Conservation District Board of Supervisors

20 **APPROVED AS TO FORM:**
21 **PAMELA J. WALLS**
County Counsel

22
23 By: *Synthia M. Gunzel*
24 **SYNTHIA M. GUNZEL**
Deputy County Counsel

ATTEST:
KEGIA HARPER-IHEM, Clerk
By: *Kegia Harper-Ihem*
DEPUTY

25
26 AU: GSW:rlp
06/24/13

27 APNs: 458-050-032 & -033
Project: Green Acres Dam
28 Project No. 4-0-00330
RCFC Parcel Nos. 4330-4 & -5

EXHIBIT "A"

Legal description of the Trail property

(APN 458-050-032 & 458-050-033)

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, and described as follows:

Parcel 1: 458-050-033

Lot(s) 2 in Block 6 of Perris Valley Acres, County of Riverside, State of California, as shown by map on file in Book 13 Page(s) 41 through 43, of Maps, Records of Riverside County, California, and that portion of Lot 1 in Block 6 of Perris Valley Acres, as shown by map on file in Book 13 Page(s) 41 through 43, of Maps, Records of Riverside County, California, more particularly described as follows:

Beginning at the southwest corner of said Lot 1;

Thence North 00°04' east along the westerly line of said Lot 1, a distance of 75.00 feet;

Thence North 87°15'30" east, parallel with the southerly line of said Lot 1, a distance of 60.00 feet;

Thence South 00°04' west parallel with the westerly line of said Lot 1, a distance of 75.00 feet;

Thence South 87°15'30" west, along the southerly line of said Lot 1, a distance of 60.00 feet to the point of beginning.

Parcel 2: 458-050-032

Lot(s) 1 in Block 6 of Perris Valley Acres, County of Riverside, State of California, as shown by map on file in Book 13 Page(s) 41 through 43, of Maps, Records of Riverside County, California, excluding that portion of Lot 1, more particularly described as follows:

Beginning at the southwest corner of said Lot 1;

Thence North 00°04' east, along the westerly line of said Lot 1, a distance of 75.00 feet;

Thence North 87°15'30" east, parallel with the southerly line of said Lot 1, a distance of 60.00 feet;

Thence South 00°04' west parallel with the westerly line of said Lot 1, a distance of 75.00 feet;

Thence South 87°15'30" west, along the southerly line of said Lot 1, a distance of 60.00 feet to the point of beginning.

Said legal descriptions are based upon Lot Line Adjustment recorded August 27, 1992 as Instrument No. 322822 of Official Records.

Said descriptions are pursuant to the certain Notice of Lot Line Adjustment recorded August 27, 1992 as Instrument No. 322822 of Official Records.

22-5

458-05

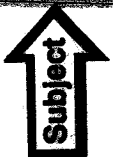
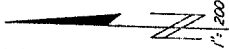
T.R.A. 089-050

For N. 1/2 Sec. 16, T.5S., R.2W.

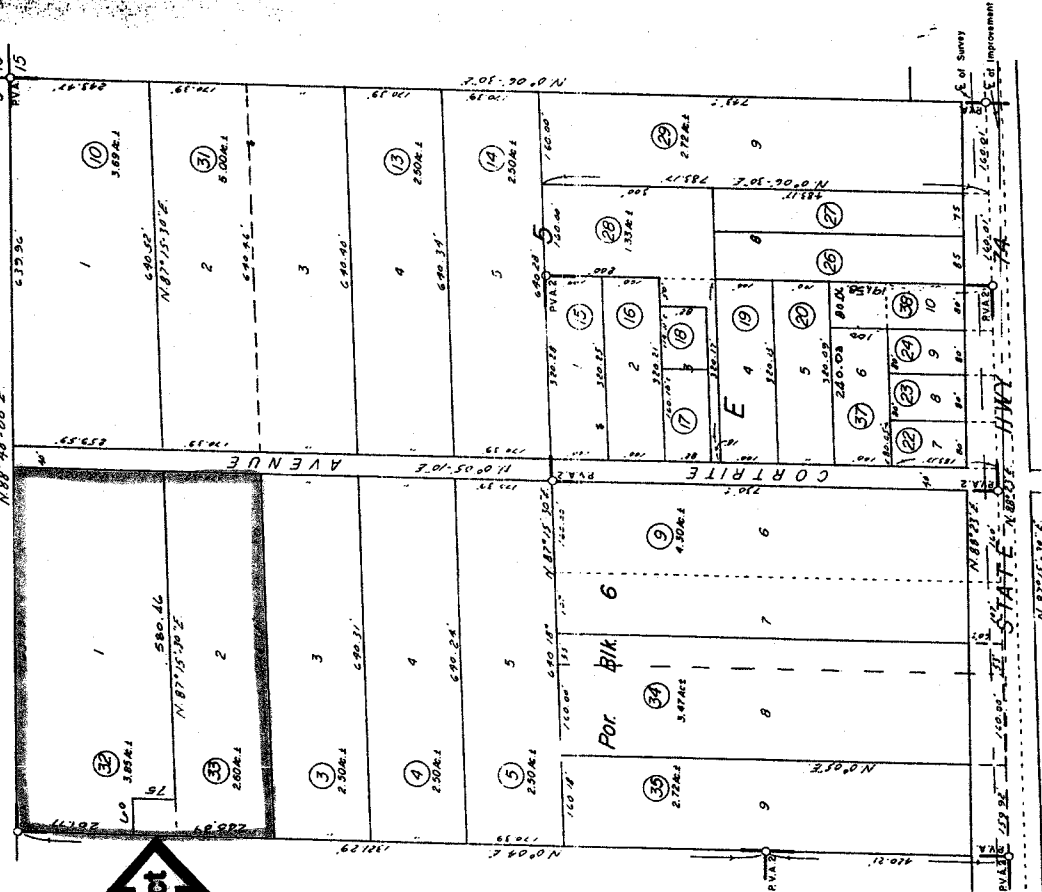
BK 455

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT/BLK OR BUILDING SITE ORDINANCES.

SEP 20 2005



DATE	SECTION	AREA (SQ. FT.)	ACRES
8-28-11	12	37,333	0.85
11-22-12	12	37,333	0.85
4-09-10	30	34,517	0.79
	6	35,317	0.81
9-03-07	27	36,377	0.83
	25	38,000	0.87
	25	38,000	0.87



M.B. 13/41-43 Petris Valley Acres No. 2
14/53-54

Date Co. Sur. 240-D-13
R.S. 63487

January 1971

ASSESSOR'S MAP BK 458 PG. 05
RIVERSIDE COUNTY, CALIF.