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

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: *Jeanine J. Rey* 8-28-13
JEANINE J. REY

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 10, 2013

SUBJECT: Temescal Creek Floodplain, Project No. 2-0-00052 - Resolution No. F2013-27
Authorization to Purchase Real Property, Assessor's Parcel No. 391-110-005
District 1 / District 1

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Find that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15325(d); and
- 2) Adopt Resolution No. F2013-27, Authorization to Purchase Real Property, with Assessor's Parcel No. 391-110-005, located in Temescal Valley area of Riverside County, California, for the purpose of the protection of the Temescal Creek Floodplain/Wash Area; and
- 3) Approve the Agreement for Sale and Purchase of Real Property between the District and David A. Beador and Shannon S. Beador, Trustees of the David and Shannon Beador Revocable Family Trust, Dated September 13, 2007, and authorize the Chairman of the Board to execute the same on behalf of the District; and

(Continued on Page 2)

GSW:rlp

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

FINANCIAL DATA	Current F.Y. District Cost:	\$925,000.00	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: Temescal Wash Project 540040 25120 947420 - Land	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn
Steven C. Horn, MPA

County Executive Office Signature

Policy
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Pet/Exec. Ofc.:

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: September 24, 2013
xc: Flood, Recorder

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

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11-1

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

SUBJECT: Temescal Creek Floodplain, Project No. 2-0-00052 - Resolution No. F2013-27
Authorization to Purchase Real Property, Assessor's Parcel No. 391-110-005
District 1/District 1

SUBMITTAL DATE: September 10, 2013

Page 2

- 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; and
- 6) Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the Project.

BACKGROUND:

The District is attempting to purchase properties, which are contained within the Temescal Creek Floodplain, on a voluntary basis. The purpose of the voluntary acquisitions is to protect the floodplain from development encroachment, existing bank and natural state of the creek, and to provide water conservation and habitat mitigation banking. This acquisition will have no impact on the environment of this area, as there are no improvements to be constructed and this property will continue in its natural state.

A Purchase Agreement has been negotiated with the property owners, David A. Beador and Shannon S. Beador, Trustees of the David and Shannon Beador Revocable Family Trust, as Seller, at the fair market value of \$915,000 plus an additional \$10,000 for title and escrow fees. The Purchase Agreement for the acquisition of fee title to land with Assessor's Parcel No. 391-110-005, 136 Highway 71, Corona, California, located in the unincorporated area of Temescal Valley. The property contains approximately 10.1 acres or 439,956 sq. ft. and is improved with 1,847 sq. ft. Single family residence, which is unoccupied and presently used by the owner for storage. The District is acquiring the entire property as approximately 71% of it is located within the Temescal Creek Floodplain.

Pursuant to California Environmental Quality Act, the acquisition of the fee simple interest in real property ("Project") from the Seller, was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15325(d) – Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions. The Project is the acquisition of a fee title interest in real property where preservation of the natural conditions of the land is intended to prevent encroachment of development into flood plains. This Project does not allow specific development or physical activities on any of the property; the Project is merely the acquisition of this real property interest by the District for the purpose described herein. This action is necessary to protect the existing bank of the Temescal Creek in its natural state, for water conservation and habitat mitigation banking.

Resolution No. F2013-27 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 2 fund.

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2013-27

AUTHORIZATION TO PURCHASE REAL PROPERTY
TEMESCAL CREEK FLOODPLAIN
PROJECT 2-0-00052
ASSESSOR'S PARCEL NUMBER 391-110-005

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 September 10, 2013, in the meeting room of the Board of Supervisors of the District located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that the Board authorizes the purchase, at or after 10:30 a.m., of that certain real property in the County of Riverside, State of California, consisting of approximately 10.1 acres of improved, unoccupied property with Assessor's Parcel Number 391-110-005, also known as 136 Highway 71, Corona, California in fee, more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein, for a purchase price of \$915,000, plus an additional \$10,000.00 for title insurance, from the owners, David A. Beador and Shannon S. Beador, Trustees of the David and Shannon Beador Revocable Family Trust Dated September 13, 2007.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Purchase and Sale of Real Property between the District, and David A. Beador and Shannon S. Beador, Trustees, is hereby approved, and the Chairman of the Board of Supervisors of the District is authorized to execute the same on behalf of the District.

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

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

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 8-28-13
SYNTHIA M. GUNZEL DATE

2 **RESOLUTION NO. F2013-27**

3 **AUTHORIZATION TO PURCHASE REAL PROPERTY**
4 **TEMESCAL CREEK FLOODPLAIN**
5 **PROJECT 2-0-00052**
6 **ASSESSOR'S PARCEL NUMBER 391-110-005**

7 ADOPTED by Riverside County Board of Supervisors on September 24, 2013

8 **ROLL CALL:**

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

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

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

16 By: _____
17 Deputy

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23 09.24.13 11-1
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EXHIBIT "A"

Legal Description of Property

APN 391-110-005

Exhibit "A"

**Temescal Creek Flood Plain Acquisition
Parcel 2052-46**

Being a portion of that real property as conveyed and described in that certain grant deed recorded as Instrument Number 2008-0366900, on July 3, 2008 in the office of the County Recorder of Riverside County, State of California, further described as follows:

That portion of the Northeast Quarter of Section 17, Township 5 South, Range 5 West, San Bernardino Base and Meridian, as shown by United States Government Survey, lying northeasterly of the strip of land conveyed to the County of Riverside for highway purposes, by deed recorded November 12, 1915 in Book 433, Page 45 of Deeds, Riverside County records,

Commencing at a point on the west line of said Northeast Quarter said point being on the northerly line of the above described highway;

Thence South $59^{\circ} 56' 23''$ East, along the northerly line of said highway, 1390 feet to the **Point of Beginning**;

Thence continuing South $59^{\circ} 56' 23''$ East, 439.46 feet along said northerly line;

Thence North $30^{\circ} 03' 37''$ East, 2162.52 feet to the northeast corner of said Section 17;

Thence South $89^{\circ} 44' 00''$ West, 509.13 feet;

Thence South $30^{\circ} 03' 37''$ West, 1905.44 feet to the **Point of Beginning**.

Excepting therefrom all that portion lying northerly of the southern sideline of that certain strip of land conveyed to Temescal Water Company by deed recorded May 24, 1897 in Book 38, Page 296 of Deeds, Riverside County Records, being 20 feet wide on each side of a line described as follows:

Beginning at a point 836.60 feet North of the Quarter Section corner on the East line of said Section 17;

Thence North $62^{\circ} 50'$ West, 100 feet;

Thence North 27.25° West, 915.5 feet to a curve;

Thence on a 20° curve, 230 feet;

Thence North 73° West, 384 feet;

Thence North 60.5° West, 1146 feet;

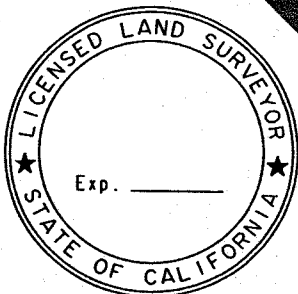
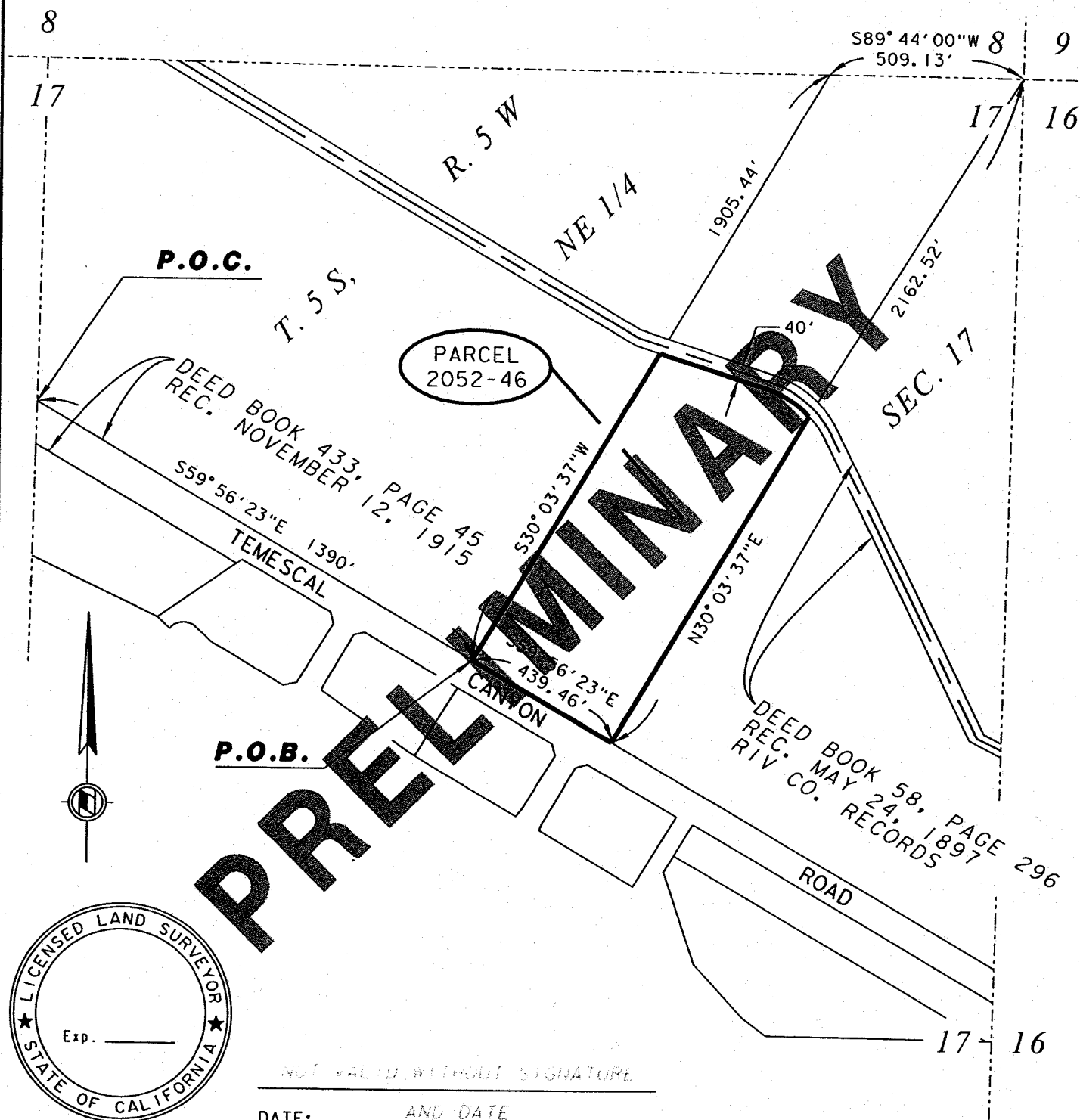
Thence North 63° West, 360 feet, to the north line of said Section 17.

Containing 10.10 Acres, more or less.

PRELIMINARY

Exhibit "B"

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH,
RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN WITHIN THE UNINCORPORATED TERRITORY OF
RIVERSIDE COUNTY, STATE OF CALIFORNIA



NOT VALID WITHOUT SIGNATURE
DATE: _____ AND DATE _____

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

PROJECT NAME: TEMESCAL CREEK FLOOD PLAIN ACQUISITION			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 2052-46	NO SCALE	DAC
		AUG-22-2013	SHEET NO. 1 OF 1

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501

X County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

9/25/13
Date Initial

Project Title: Voluntary Acquisition of the Beador Property within the Temescal Creek Floodplain

Project Location - City: Corona

Project Location - County: Riverside

The subject property is 10.1 acres located at 136 Highway 71, Corona, California. The Assessor Parcel Number is 391-110-005 and is located within Township 5 South, Range 5 West, Section 17 of the Alberhill 7.5 Minute US Geological Survey (USGS) Topographic Quadrangle. The subject property is located at 33° 44' 19.12" N, 117° 25' 09.03" W.

Project Description:

The District is undergoing a voluntary land sale/acquisition program for properties within the Temescal Creek Floodplain. The purpose of the acquisitions is to remove existing properties from high risk flood zones; to protect the floodplain from development encroachment; to protect the existing bank and natural state of the creek; and to provide water conservation and habitat mitigation banking where feasible.

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

Name of Person or Agency Carrying Out Project: Riverside County Flood Control and Water Conservation District

Exempt Status: Categorical Exemption: Section 15325(d)

Reasons Why Project is Exempt:

The project qualifies for a "Class 25 Categorical Exemption" pursuant to Article 19 of the CEQA Guidelines: Section 15325(d) Acquisition, sale, or other transfer to prevent encroachment of development into floodplains. It can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment because the District is merely purchasing interest in real property and this conveyance does not effect a change in the environment.

Lead Agency: Riverside County Flood Control and Water Conservation District

Contact Person: Kris Flanigan

Telephone: 951.955.8581

If filed by applicant: N/A

- 1. Attached environmental document and exemption findings.
- 2. Has a Notice of Exemption been filed by the public agency approving the project?

Signature: [Handwritten Signature] Title: General Manager-Chief Engineer Date: 8/26/13

X Signed by Lead Agency

 Signed by Applicant

Date received for filing at OPR: N/A

JMV:mcv

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 8/26/2013 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25120
DEPT ID: 947420 PROGRAM: _____

AMOUNT: \$50.00

REF: FINAL CEQA POSTING FOR TEMESCAL CREEK FLOOD PLAIN BEADOR PROP. 222-2-8-00052-01-15-0000-000

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

NUMBER OF DOCUMENTS INCLUDED: 4

AUTHORIZED BY: DARRYLENN PRUDHOLME-BROCKINGTON 

PRESENTED BY: KRIS FLANIGAN XT 58581

CONTACT: DARRYLENN PRUDHOLME-BROCKINGTON

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



11-5

On motion of Supervisor Jeffries, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the recommendation from Flood Control and Water Conservation District regarding the Adoption of Resolution No. F2013-27 Authorization to Purchase Real Property – Temescal Creek Floodplain - APN 391-110-005; Approval of the Agreement for Sale and Purchase of Real Property between the District and David A. Beador and Shannon S. Beador, Trustees of the David and Shannon Beador Revocable Family Trust, and Finding Notice of Exemption, 1st/1st District is continued to Tuesday, September 24, 2013 at 10:30 a.m.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 10, 2013 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 10, 2013
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.
11-5

xc: Flood, ~~COB~~

ORIGINAL

1 APN 391-110-005
Project: Temescal Creek Floodplain
2 Project No. 2-0-00052

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

4 THIS AGREEMENT is entered into this 24th day of September, 2013, by and
5 between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
6 DISTRICT (hereinafter called "DISTRICT" or "BUYER") and DAVID A. BEADOR AND
7 SHANNON S. BEADOR, TRUSTEES OF THE DAVID AND SHANNON BEADOR
8 REVOCABLE FAMILY TRUST, DATED SEPTEMBER 13, 2007, (hereinafter called
9 "SELLER") for acquisition by BUYER from SELLER of certain real property hereinafter set
10 forth.

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

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

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

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

21 **NINE HUNDRED FIFTEEN THOUSAND DOLLARS
22 (\$915,000.00)**

23 3. CONVEYANCE OF TITLE. SELLER agrees to convey by Grant Deed to BUYER fee
24 simple interest in the parcels described in said Exhibit "A". The SELLER Property shall
25 be free and clear of all recorded liens, 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.
- C. Any items on the Preliminary Title Report ("PTR") not objected to by BUYER as
set forth herein within ten (10) days after receipt of the PTR.
- D. Taxes: All other taxes owed whether current or delinquent are to be CURRENT.

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

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

3 Following the recording of the Grant Deed to BUYER, BUYER shall be provided with a
4 CLTA Standard Coverage Policy of Title Insurance in the amount of \$915,000.00 as
5 issued by First American Title Company of California showing the title to the SELLER
6 Property vested in BUYER, subject only to the exceptions set forth in Paragraph 3 and
7 the printed exceptions and stipulations in said policy. BUYER agrees to pay the
8 premium charged therefor.

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

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

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

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

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

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

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

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

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

10. POSSESSION OF REAL PROPERTY. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the SELLER Property by DISTRICT, including the right to remove and dispose of improvements, shall commence upon close of escrow.

11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF BUYER AND SELLER. SELLER hereby warrants, represents, and/or covenants to BUYER that:

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

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

- 1 C. Until the closing, SELLER shall maintain the SELLER Property in good
2 condition and state of repair and maintenance, and shall perform all of its
3 obligations under any service contracts or other contracts affecting the property.
- 4 D. Until the closing, SELLER shall not do anything which would impair SELLER'S
5 title to any of the SELLER Property.
- 6 E. To the best of SELLER'S knowledge, neither the execution of this Agreement nor
7 the performance of the obligations herein will conflict with, or breach any of the
8 provisions of any bond, note, evidence of indebtedness, contract, lease or other
9 agreement or instrument to which the SELLER Property may be bound.
- 10 F. Until the closing, SELLER shall, upon learning of any fact or condition which
11 would cause any of the warranties and representations in this Warranties,
12 Representations, and Covenants of SELLER Section not to be true as of closing,
13 immediately give written notice of such fact or condition to BUYER.
- 14 12. HAZARDOUS WASTE. Neither SELLER nor, to the best of SELLER'S knowledge,
15 any previous owner, tenant, occupant or user of the SELLER Property used, generated,
16 released, discharged, stored or disposed of any hazardous waste, toxic substances or
17 related materials ("Hazardous Materials") on, under, in or about the SELLER Property or
18 transported any Hazardous Materials to or from the SELLER Property. SELLER shall
19 not cause or permit the presence, use, generation, release, discharge, storage or disposal
20 of any Hazardous Materials on, under, in or about or the transportation of any Hazardous
21 Materials to or from, the SELLER Property. The term "Hazardous Materials" shall mean
22 any substance, material or waste which is or becomes regulated by any local
23 governmental authority, the State of California or the United States Government,
24 including, but not limited to, any material or substance which is (i) defined as a
25 "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under
26 Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California
27 Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii)
28 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).

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13. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of SELLER'S knowledge and with respect to the property being conveying in this transaction, the property complies with all applicable laws and governmental regulations including, without limitation, all applicable Federal, State and local laws pertaining to air and water quality, hazardous waste, waste disposal and other environmental matters, including, but not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts and the California Environmental Quality Act, and the 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.

14. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees), resulting from, arising out of or based on any breach of SELLER'S representations in Paragraphs 11, 12 and 13 hereof. BUYER agrees to indemnify, defend and hold SELLER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees), resulting from, arising out of or based on any breach of SELLER'S representations in Paragraphs 11, 12 and 13 hereof. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or 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.

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

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

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

//
//

(Signatures on next page)

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

3 MAILING ADDRESS OF SELLER

4 26320 Lester Circle
5 Corona, CA 92883-6399

SELLER:

6 DAVID A. BEADOR AND SHANNON S. Corona,
7 BEADOR, TRUSTEE OF THE DAVID AND
8 SHANNON BEADOR
9 REVOCABLE FAMILY TRUST, DATED
10 SEPTEMBER 13, 2007

11 By: 
12 DAVID A. BEADOR, TRUSTEE

13 By: 
14 SHANNON S. BEADOR, TRUSTEE

15 MAILING ADDRESS OF BUYER

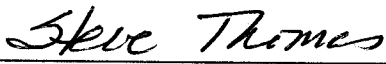
16 1995 Market Street
17 Riverside, CA 92501

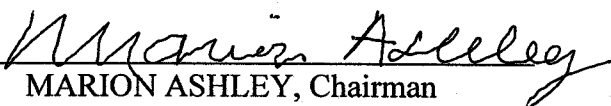
BUYER:

18 RIVERSIDE COUNTY FLOOD CONTROL
19 AND WATER CONSERVATION DISTRICT

20 RECOMMENDED FOR APPROVAL

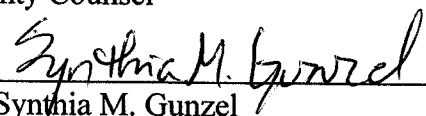
21 RIVERSIDE COUNTY FLOOD CONTROL
22 AND WATER CONSERVATION DISTRICT

23 By: 
24 WARREN D. WILLIAMS
25 General Manager-Chief Engineer

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

ATTEST:
KECIA HARPER-JHEM, Clerk

By: 
DEPUTY

GSW:rlp
07/08/13

EXHIBIT "A"

Legal Description of Property

APN 391-110-005

Exhibit "A"

**Temescal Creek Flood Plain Acquisition
Parcel 2052-46**

Being a portion of that real property as conveyed and described in that certain grant deed recorded as Instrument Number 2008-0366900, on July 3, 2008 in the office of the County Recorder of Riverside County, State of California, further described as follows:

That portion of the Northeast Quarter of Section 17, Township 5 South, Range 5 West, San Bernardino Base and Meridian, as shown by United States Government Survey, lying northeasterly of the strip of land conveyed to the County of Riverside for highway purposes, by deed recorded November 12, 1915 in Book 433, Page 45 of Deeds, Riverside County records,

Commencing at a point on the west line of said Northeast Quarter said point being on the northerly line of the above described highway;

Thence South $59^{\circ} 56' 23''$ East, along the northerly line of said highway, 1390 feet to the **Point of Beginning**;

Thence continuing South $59^{\circ} 56' 23''$ East, 439.46 feet along said northerly line;

Thence North $30^{\circ} 03' 37''$ East, 2162.12 feet to the northeast corner of said Section 17;

Thence South $89^{\circ} 44' 00''$ West, 509.13 feet;

Thence South $30^{\circ} 03' 37''$ West, 1905.44 feet to the **Point of Beginning**.

Excepting therefrom all that portion lying northerly of the southern sideline of that certain strip of land conveyed to Temescal Water Company by deed recorded May 24, 1897 in Book 38, Page 296 of Deeds, Riverside County Records, being 20 feet wide on each side of a line described as follows:

Beginning at a point 836.60 feet North of the Quarter Section corner on the East line of said Section 17;

Thence North $62^{\circ} 50'$ West, 100 feet;

Thence North 27.25° West, 915.5 feet to a curve;

Thence on a 20° curve, 230 feet;

Thence North 73° West, 384 feet;

Thence North 60.5° West, 1146 feet;

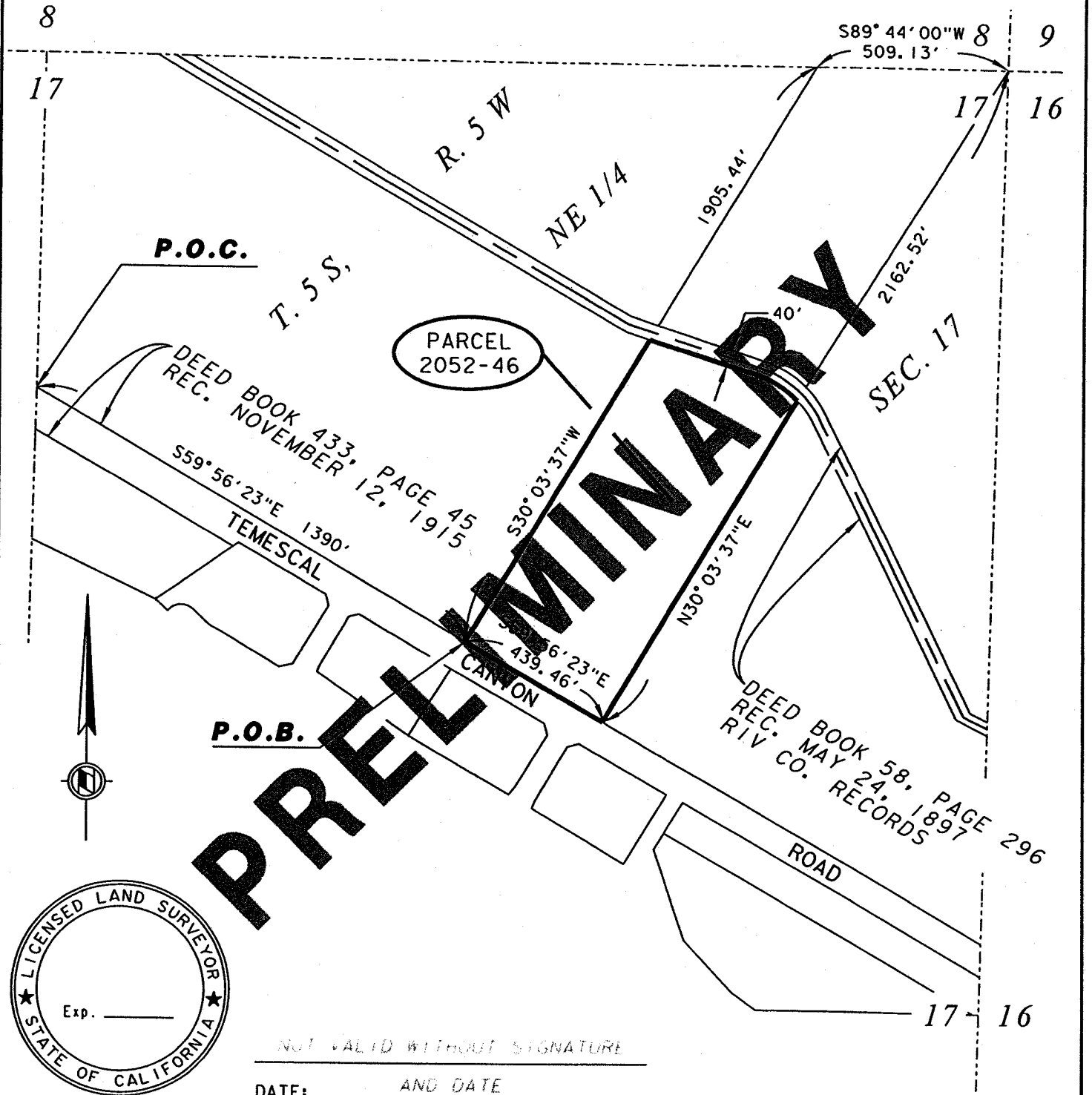
Thence North 63° West, 360 feet, to the north line of said Section 17.

Containing 10.10 Acres, more or less.

PRELIMINARY

Exhibit "B"

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH,
RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN WITHIN THE UNINCORPORATED TERRITORY OF
RIVERSIDE COUNTY, STATE OF CALIFORNIA



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

TEMESCAL CREEK FLOOD PLAIN ACQUISITION

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 2052-46	NO SCALE	DAC
		AUG-22-2013	SHEET NO. 1 OF 1