

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



211B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 22, 2013

SUBJECT: Temescal Creek Floodplain, Project No. 2-0-00052 - Resolution No. F2013-28
Authorization to Purchase Real Property, Portions of Land with Assessor's Parcel Nos.
391-060-008 and 391-060-010, District 1/District 1, [Total Cost \$1,803,175] District Funds

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. F2013-28, Authorization to Purchase Real Property, portions of land with Assessor's Parcel Nos. 391-060-008 and 391-060-010, located in the Temescal Valley area of Riverside County, California, for the purpose of the protection of the Temescal Creek Floodplain; and

(Continued on Page 2)

**BACKGROUND:
Summary**

GSW:rlp
P8/155428

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,803,175.00	\$	\$ 1,803,175.00	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 1,803,175.00	\$	\$ 1,803,175.00	\$	
SOURCE OF FUNDS: Temescal Wash Project 540040 25120 947420 Land				Budget Adjustment: No	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn, M.P.

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone 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: October 22, 2013
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 1st/1st

Agenda Number:

11-4

FISCAL PROCEDURES APPROVED
 JEANINE J. REY, FINANCE DIRECTOR
 BY:
 JEANINE J. REY
 Departmental Concurrence
 DATE: 10-7-13
 SYNTHIA M. GUNZEL
 FORM APPROVED COUNTY COUNSEL
 BY:
 CYNTHIA M. GUNZEL

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

FORM 11: Temescal Creek Floodplain, Project No. 2-0-00052 - Resolution No. F2013-28 Authorization to Purchase Real Property, Portions of Land with Assessor's Parcel Nos. 391-060-008 and 391-060-010, District 1/District 1, [Total Cost \$1,803,175]

DATE: October 22, 2013

PAGE: Page 2 of 4

- 3) Approve the Agreement for Purchase and Sale of Real Property between the District and Corona Lake, LLC and 12510 Temescal, LLC, 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; and
- 6) Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the Project.

BACKGROUND:

Summary (continued)

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, Corona Lake, LLC and 12510 Temescal, LLC at the fair market value of \$1,773,175 plus an additional \$30,000 for title and escrow fees for the acquisition of fee title to portions of unimproved and vacant real property with Assessor's Parcel Nos. 391-060-008 and 391-060-010, consisting of approximately .257 acre or 11,195 sq. ft., and 42.929 acres or 1,869,987 sq. ft., respectively, located in the unincorporated area of Temescal Valley. The District is acquiring the portions of the properties which are located within the Temescal Creek Floodplain.

Pursuant to California Environmental Quality Act, the acquisition of the fee simple interests 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 fee title interests in real property where preservation of the natural conditions of the land is intended to prevent encroachment of development into floodplains. This Project does not allow specific development or physical activities on any of the properties; 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. F2013-28 and the Agreement for the Purchase and Sale of Real Property have been approved as to form by County Counsel.

Impact on Citizens and Businesses

None

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

FORM 11: Temescal Creek Floodplain, Project No. 2-0-00052 - Resolution No. F2013-28 Authorization to Purchase Real Property, Portions of Land with Assessor's Parcel Nos. 391-060-008 and 391-060-010, District 1/District 1, [Total Cost \$1,803,175]

DATE: October 22, 2013

PAGE: Page 3 of 4

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS (if needed, in this order):

- A. Resolution No. F2013-28
- B. Agreement for Purchase and Sale of Real Property
- C. Notice of Exemption

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2013-28

AUTHORIZATION TO PURCHASE REAL PROPERTY
TEMESCAL CREEK FLOODPLAIN
PROJECT 2-0-00052
ASSESSOR PARCEL NUMBERS 391-060-008 and 391-060-010 (portions)

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 October 22, 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, authorizes the purchase of portions, at or after 10:30 a.m., of the certain real properties in the County of Riverside, State of California, consisting of approximately .257 acre and 42.929 acres of vacant and unoccupied property with Assessor Parcel Numbers 391-060-008 and 391-060-010, located in the unincorporated County of Riverside, California in fee, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, for a purchase price of \$1,773,175.00, plus an additional \$30,000.00 for title insurance, from the owners, Corona Lake, LLC.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Purchase and Sale of Real Property between the District, and Corona Lake, LLC and 12510 Temescal, LLC 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* M. GUNZEL 10-7-13
SYNTHIA M. GUNZEL DATE

OCT 22 2013 11-4

2
3 **RESOLUTION NO. F2013-28**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY**
5 **TEMESCAL CREEK FLOODPLAIN**
6 **PROJECT 2-0-00052**
7 **ASSESSOR'S PARCEL NUMBERS 391-060-008 AND 391-060-010 (PORTIONS)**

8 ADOPTED by Riverside County Board of Supervisors on October 22, 2013

9 **ROLL CALL:**

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

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

Exhibit "A"

**Temescal Creek Floodplain Acquisition
Parcel 2052-42D**

All that portion of Parcel 2 as described in Instrument No. 2004-0318701, recorded April 30, 2004, records of Riverside County, State of California more particularly described as follows:

Commencing at the southwest corner of Section 8 of Township 5 South, Range 5 West, San Bernardino Meridian;

Thence North $00^{\circ} 51' 04''$ East 449.42 feet along the west line of said Section 8 to a point of intersection with the southerly sideline of that certain 80-foot wide strip of land, known as Temescal Canyon Road, described and recorded in Book of Official Records 867, Page 55, et seq., on July 22, 1930, records of said County, said point of intersection also being the Point of Beginning;

Thence continuing North $00^{\circ} 51' 04''$ East 1253.06 feet along said west line to the south line of the northerly rectangular twenty-nine (29) acres of the northwest quarter of the Southwest quarter of said Section 8;

Thence along said south line South $89^{\circ} 09' 14''$ East 897.08 feet;

Thence South $56^{\circ} 29' 44''$ East 2081.35 feet to the east line of the Southwest quarter of said Section 8;

Thence South $00^{\circ} 26' 16''$ East 570.32 feet along said east line to the south quarter corner of said Section 8;

Thence North $89^{\circ} 21' 03''$ West 232.32 feet along the south line of said Section 8;

Thence North $48^{\circ} 17' 17''$ West 482.80 feet;

Thence North $53^{\circ} 07' 02''$ West 726.93 feet;

Thence North $56^{\circ} 31' 36''$ West 259.00 feet;

Thence North $67^{\circ} 41' 13''$ West 330.59 feet;

Thence North $72^{\circ} 27' 29''$ West 158.13 feet to the beginning of a curve, concave southerly, having a radius of 400.00 feet;

Thence westerly along said curve through a central angle of $34^{\circ} 41' 11''$ an arc distance of 242.16 feet;

Thence South $72^{\circ} 51' 20''$ West 350.78 feet to the northeast corner of Parcel E as described in said Instrument No. 2004-0318701;

Thence North 89° 08' 56" West 100.00 feet along the north line of said Parcel E;

Thence South 00° 51' 04" West 100.00 feet along the west line of said Parcel E;

Thence South 89° 08' 56" East 100.00 feet along the south line of said Parcel E;

Thence continuing South 89° 08' 56" East 88.46 feet to the beginning of a curve, concave southwesterly, having a radius of 100.00 feet;

Thence southeasterly along said curve through a central angle of 90° 00' 00" an arc distance of 157.08 feet;

Thence South 00° 51' 04" West 266.87 feet to a point of intersection with the northerly sideline of said 80-foot wide strip of land, known as Temescal Canyon Road;

Thence South 44° 38' 21" West 96.04 feet to a point of intersection with the southerly sideline of said 80-foot wide strip of land, known as Temescal Canyon Road said point being on a curve, concave southerly and having a radius of 960.00 feet, a radial to said point bears North 09° 29' 37" East;

Thence South 24° 59' 49" West 74.17 feet to a point on the northerly line of Parcel D as delineated on Record of Survey Book 108, Pages 46 through 47, records of said county, said point being the beginning of a non-tangent curve, concave southerly and having a radius of 1482.69 feet, a radial to said point bears North 24° 59' 49" East;

Thence westerly along said curve and said northerly line, through a central angle of 12° 58' 33" an arc distance of 335.79 feet to said west line of Section 8, a radial to said point bears North 12° 01' 16" East;

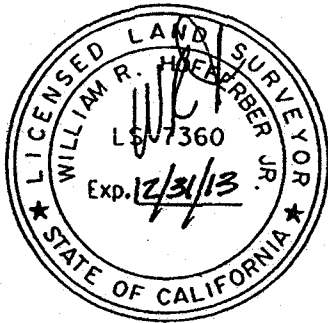
Thence North 00° 51' 04" East 4.72 feet, along said west line to the Point of Beginning.

Excepting therefrom any portion lying within that certain 80-foot wide strip of land, known as Temescal Canyon Road, described and recorded in Book of Official Records 867, Page 55, et seq., on July 22, 1930, records of said county.

Reserving a 20-foot wide ingress and egress easement along to the northerly 20 feet of the described Parcel 2052-42D.

Also reserving a 20-foot wide ingress and egress easement along the easterly 20 feet of the described Parcel 2052-42D.

Containing 43.186 acres more or less




WILLIAM R. HOFFERBER JR.

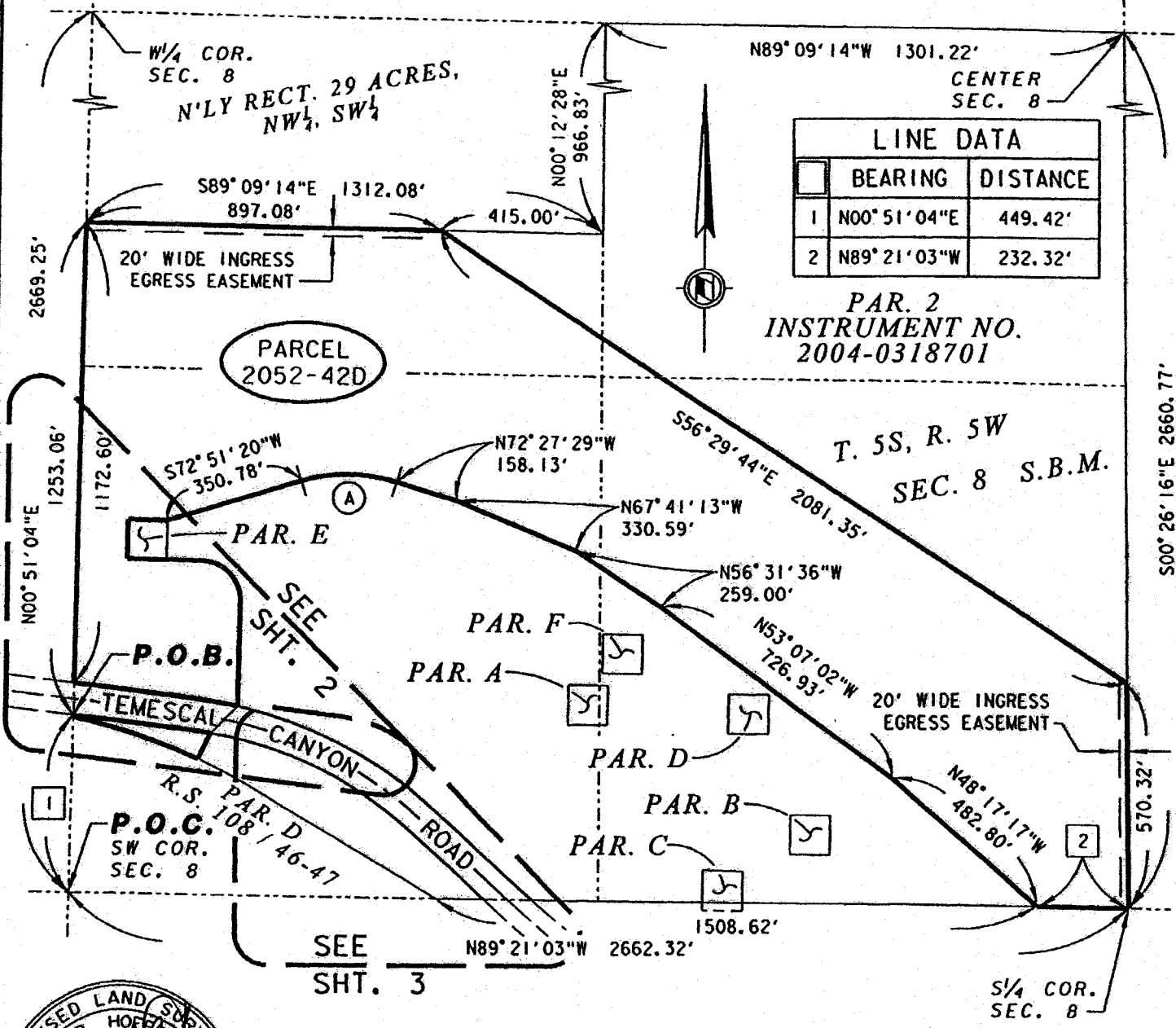
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 22 JULY, 2013

Exhibit "B"

BEING A PORTION OF PARCEL 2 AS DESCRIBED IN INSTRUMENT NO. 2004-0318701, RECORDED APRIL 30, 2004, LOCATED IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 5 WEST SAN BERNARDINO MERIDIAN, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
1	N00° 51' 04" E	449.42'
2	N89° 21' 03" W	232.32'

PAR. 2
INSTRUMENT NO.
2004-0318701

CURVE DATA				
○	△ =	R =	T =	L =
A	34° 41' 11"	400.00'	124.92'	242.16'



William R. Hoffmann
DATE: 22 JULY 2013

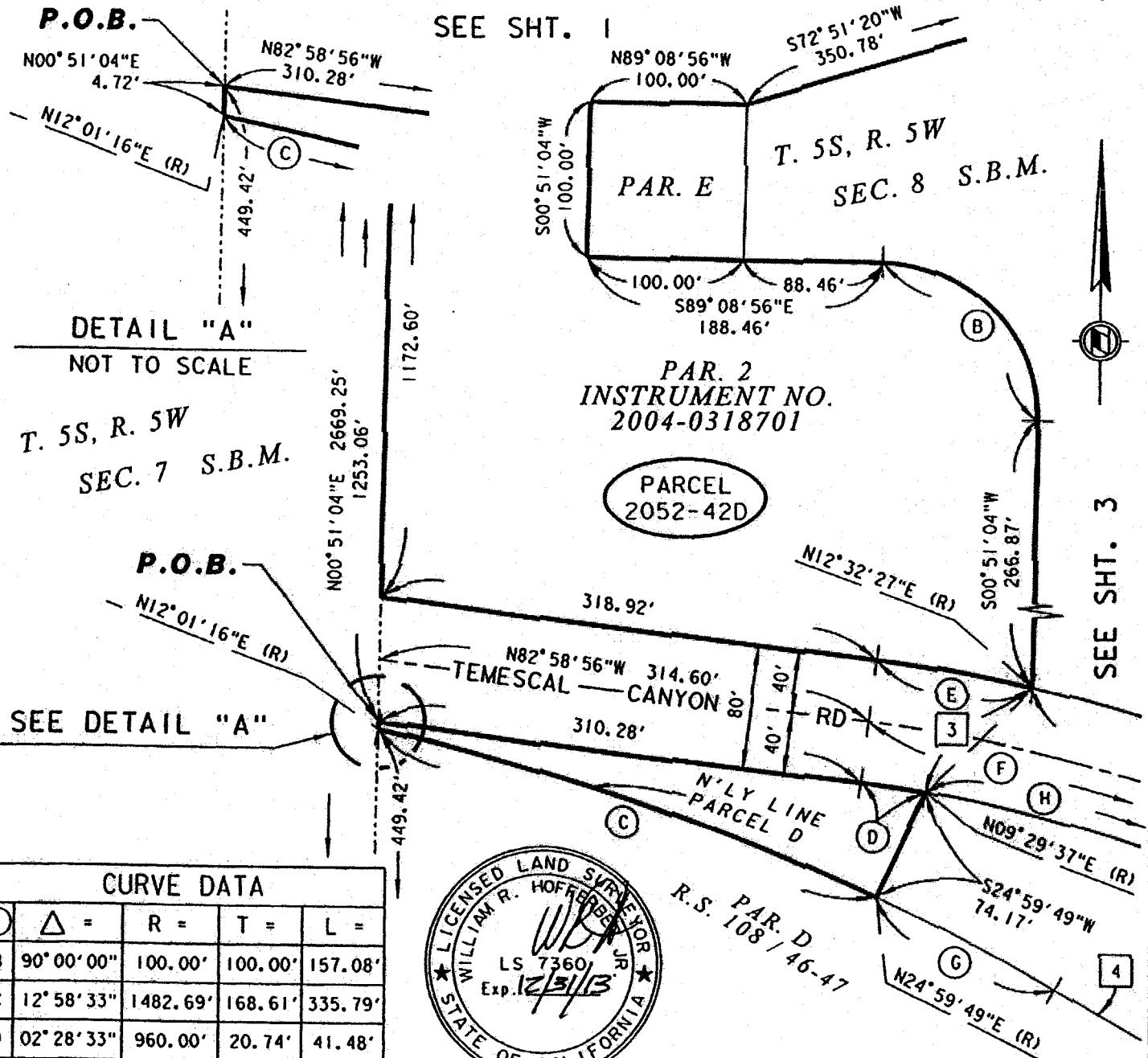
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: TEMESCAL CREEK FLOODPLAIN 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 2052-42D	NO SCALE	DAC
		JUL-16-2013	SHEET NO. 1 OF 3

Exhibit "B"

BEING A PORTION OF PARCEL 2 AS DESCRIBED IN INSTRUMENT NO. 2004-0318701, RECORDED APRIL 30, 2004, LOCATED IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 5 WEST SAN BERNARDINO MERIDIAN, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

SEE SHT. 1



DETAIL "A"
NOT TO SCALE

T. 5S, R. 5W
SEC. 7 S.B.M.

P.O.B.

SEE DETAIL "A"

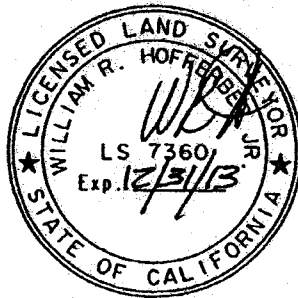
PAR. 2
INSTRUMENT NO.
2004-0318701

PARCEL
2052-42D

SEE SHT. 3

CURVE DATA

Circle	Triangle	=	R =	T =	L =
B	90°00'00"		100.00'	100.00'	157.08'
C	12°58'33"		1482.69'	168.61'	335.79'
D	02°28'33"		960.00'	20.74'	41.48'
E	05°31'23"		1040.00'	50.16'	100.25'
F	35°21'30"		1000.00'	318.74'	617.12'
G	06°00'35"		1482.69'	77.83'	155.52'
H	32°52'57"		960.00'	283.29'	550.95'



LINE DATA

	BEARING	DISTANCE
3	S44°38'21"W	96.04'
4	N58°59'37"W	535.26'

DATE: 22 JULY 2013

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

TEMESCAL CREEK FLOODPLAIN 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):

PARCEL 2052-42D

SCALE:

NO SCALE

JUL-16-2013

PREPARED BY:

DAC

SHEET NO.

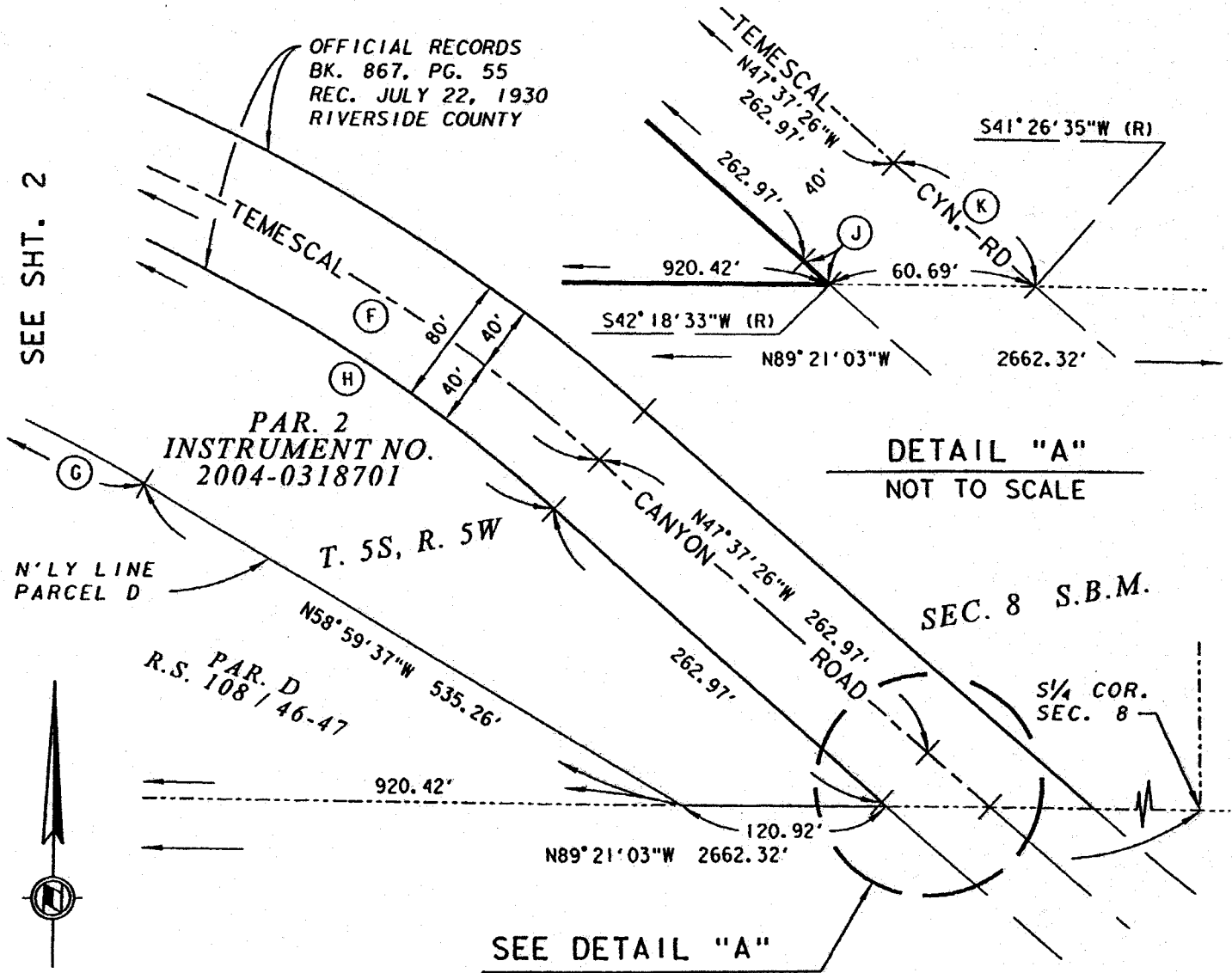
2 OF 3

Exhibit "B"

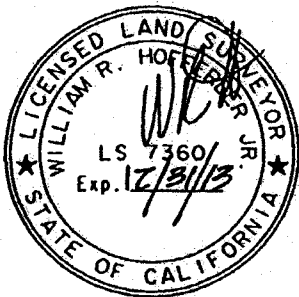
BEING A PORTION OF PARCEL 2 AS DESCRIBED IN INSTRUMENT NO. 2004-0318701, RECORDED APRIL 30, 2004, LOCATED IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 5 WEST SAN BERNARDINO MERIDIAN, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

OFFICIAL RECORDS
BK. 867, PG. 55
REC. JULY 22, 1930
RIVERSIDE COUNTY

SEE SHT. 2



CURVE DATA				
Curve	Δ =	R =	T =	L =
F	35° 21' 30"	1000.00'	318.74'	617.12'
G	06° 00' 35"	1482.69'	77.83'	155.52'
H	32° 52' 57"	960.00'	283.29'	550.95'
J	00° 04' 01"	3040.00'	1.78'	3.55'
K	00° 55' 59"	3000.00'	24.43'	48.85'



William R. Hoffer
DATE: 22 JULY, 2013

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

PROJECT NAME: TEMESCAL CREEK FLOODPLAIN 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 2052-42D	NO SCALE	DAC
		JUL-16-2013	SHEET NO. 3 OF 3

NOTICE OF EXEMPTION

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

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

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92507

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

10/22/13
Date

 KD
Initial

Project Title: Voluntary Acquisition of the Corona Lakes LLC Property within the Temescal Creek Floodplain

Project Location – City: Corona

Project Location – County: Riverside

The subject property totals approximately 43.2 acres in Corona, California. The Assessor Parcel Numbers are 391-060-010 (42.93 acres) and 391-060-008 (0.257 acres) located within Township 5 South, Range 5 West, Section 8 of the Alberhill 7.5 Minute US Geological Survey (USGS) Topographic Quadrangle. The subject property is located at 33° 44' 32.95" N, 117° 25' 46.52" 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 flood plains. 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: [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

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 8/22/2013 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 CORONA LAKES 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 *DB*

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): _____

1 APNs: 391-060-008 and 010 (portions)
Project: Temescal Creek Floodplain
2 Project No. 2-0-00052
RCFC Parcel Nos. 2052-42D

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

4 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
5 ("Agreement"), is entered into this ___ day of ___, 2013 by and between the
6 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
body politic, (hereinafter called "DISTRICT" or "BUYER") and CORONA LAKE, LLC, a
7 California limited liability company and 12510 TEMESCAL, LLC, a California limited
liability company (hereinafter called "SELLER") for acquisition by BUYER from SELLER of
8 certain real property interests for the Temescal Creek Floodplain (hereinafter called
"PROJECT").

9
10 **RECITALS**

- 11 A. SELLER is the owner of certain real property, with Assessor's Parcel Nos. 391-060-008
and 391-060-010 and consisting of approximately 1.76 acres and 116.66 acres,
12 respectively, located in the unincorporated Temescal Valley area of Riverside County,
including any related improvements, appurtenances and personal and intangible
13 property.
- 14 B. SELLER desires to sell and BUYER desires to purchase a portion of that certain
15 SELLER owned real property ("Property") as specifically described herein and pursuant
to the terms and conditions of this Agreement.

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

18 1. **AGREEMENT TO PURCHASE AND SALE.** For good and valuable consideration,
the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
19 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
consideration set forth in this Agreement, the fee interests in certain real property,
20 located in the County of Riverside, State of California, commonly known as the
Temescal Creek Floodplain Project and is currently designated as Riverside County
21 Assessor's Parcel Nos. 391-060-008 and 391-060-010.

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

24
25 2. **PURCHASE PRICE.** The total purchase price that BUYER will pay to SELLER for
the Property is:

26 **ONE MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND**
27 **ONE HUNDRED SEVENTY-FIVE DOLLARS**
28 **(\$1,773,175.00)**

OCT 22 2013 11-4

1 The \$1,773,175.00 purchase price is broken down as follows:

2	11,195 square feet of APN 391-060-008	\$ 55,975.00
3	42.929 acres of APN 391-060-010	<u>\$1,717,200.00</u>
4	TOTAL	\$1,773,175.00

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

7 3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its
8 authorized agents, permission to enter upon the Property at all reasonable times prior to
9 close of this transaction for the purpose of conducting due diligence, including making
10 necessary or appropriate inspections. BUYER will give SELLER reasonable written
11 notice before going on the Property. BUYER does hereby indemnify and hold harmless
12 SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and
13 representatives free and harmless from and against any and all liability, loss, damages
14 and costs and expenses, demands, causes of action, claims or judgments, arising from or
15 that is in any way connected with BUYER'S inspections or non-permanent
16 improvements involving entrance onto the Property pursuant to this Section 3. If
17 BUYER fails to acquire the Property due to BUYER'S default, this license will
18 terminate upon the termination of BUYER'S right to purchase the Property. In such
19 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 (10) 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 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 specified in
this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in
any such removal by SELLER.

20 4. ESCROW. The parties will establish an escrow at Lawyers Title Insurance Company
21 ("Escrow") to accommodate the transaction contemplated by this Agreement. For
22 purposes of this Agreement, Opening of Escrow means the date on which Escrow
23 Holder receives a fully executed original of this Agreement. The parties shall open an
24 escrow within five (5) business days of the date on which this Agreement is fully
25 executed by the parties. Close of Escrow means the date on which the Grant Deed is
26 recorded in the Official Records of the County of Riverside. The Close of Escrow will
27 be as soon as possible after the Opening of Escrow, but in no event shall the Close of
28 Escrow be later than ninety (90) 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:

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- A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 5 and 10; b) disburse the balance of the Purchase Price; and, (c) disburse any excess proceeds deposited by BUYER to BUYER.
- B. Recording. Cause the Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to BUYER and SELLER.
- C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.
- D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. 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.

5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for the Property. Escrow Holder will also request two (2) 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 5 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"):

- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.
- B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all Instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER'S share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER'S best efforts to cause such exceptions to be removed by the Close of Escrow. If such 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

1 into Escrow (less BUYER'S share of escrow cancellation charges), if any, and
 2 this Agreement will thereupon be of no further force or effect. At the Close of
 3 Escrow, BUYER'S easement interest in the Property will be free and clear of all
 4 monetary liens and monetary encumbrances.

- 5 C. Taxes: Current fiscal year, including personal property tax, if any, and any
 6 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue
 7 and Taxation Code of the State of California. All other taxes owed whether
 8 presently current or delinquent are to be CURRENT at the Close of Escrow.
- 9 D. Quasi-public utility, public utility, public alley, public street easements and
 10 rights of way of record.

11 6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
 12 the parties hereto that the right of possession and use of the Property by BUYER,
 13 including the right to remove and dispose of improvements, shall commence upon the
 14 Close of Escrow.

15 7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the
 16 following representations and warranties:

- 17 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
 18 legal proceedings or any other proceedings affecting the Property or any portion
 19 thereof, at law, or in equity before any court or governmental agency, domestic
 20 or foreign.
- 21 B. To the best of SELLER'S knowledge, there are no encroachments onto the
 22 Property by improvements on any adjoining property, nor do any buildings or
 23 improvements on the Property encroach onto other properties.
- 24 C. Until the Close of Escrow, SELLER shall maintain the Property in good
 25 condition and state of repair and maintenance, and shall perform all of its
 26 obligations under any service contracts or other contracts affecting the Property.
- 27 D. SELLER has good and marketable title to the Property. SELLER has no actual
 28 knowledge of any unrecorded or undisclosed legal or equitable interest in the
 Property owned or claimed by anyone other than SELLER. SELLER has no
 knowledge that anyone will, at the Closing, have any right to possession of the
 Property, except as disclosed by this Agreement or otherwise in writing to
 BUYER. There are no unsatisfied mechanics' or material men's lien rights on the
 Property. No assessment lien or bond encumbers the Property, and no
 governmental authority has undertaken any action that could give rise to an
 assessment lien affecting the Property and shall not do anything that would
 impair SELLER'S title to any of the Property.
- E. To the best of SELLER'S knowledge, neither the execution of this Agreement
 nor the performance of the obligations herein will conflict with, or breach any of
 the provisions of any bond, note, evidence of indebtedness, contract, lease or
 other agreement or instrument to which the Property may be bound.

- 1 F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,
2 upon learning of any fact or condition that would cause any of the warranties
3 and representations in this Section 7 not to be true as of closing, immediately
4 give written notice of such fact or condition to BUYER.
- 5 G. SELLER represents and warrants that it did not use, generate, release, discharge,
6 store or dispose of any hazardous waste, toxic substances or related materials on,
7 or under, in or about the Property or transport any Hazardous Materials to or
8 from the Property and that it shall not use, generate, release, discharge, store or
9 dispose of any hazardous waste, toxic substances or related materials on, or
10 under, in or about the Property prior to the Close of Escrow. The term
11 "Hazardous Materials" shall mean any substance, material or waste which is or
12 becomes regulated by any local governmental authority, the State of California
13 or the United States Government, including, but not limited to, any material or
14 substance which is (i) defined as a "hazardous waste," "extremely hazardous
15 waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7
16 or listed pursuant to Section 25140 of the California Health and Safety Code,
17 Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as
18 "hazardous material", "hazardous substance" or "hazardous waste" under
19 Section 25501 of the California Health and Safety Code, Division 20, Chapter
20 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined
21 as "hazardous substance" under Section 25281 of the California Health and
22 Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous
23 Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii)
24 listed under Article 9 or defined as "hazardous" or "extremely hazardous"
25 pursuant to Article 11 of Title 22 of the California Administrative Code,
26 Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to
27 Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a
28 "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).
- H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the
Property is in compliance with all applicable statutes and regulations, including
environmental, health and safety requirements.
- I. This Agreement and the performance of SELLER'S obligations under it and all
documents executed by SELLER that are to be delivered to BUYER at the
Closing are, or on the Closing Date will be, duly authorized, executed, and
delivered by SELLER and are, or at the Closing Date will be, legal, valid, and
binding obligations of SELLER, and do not, and on the Closing Date will not,
violate any provision of any agreement or judicial order to which SELLER is a
party or to which SELLER or the Property is subject. No consent of any partner,
shareholder, creditor, investor, judicial or administrative body, government
agency, or other party is required for SELLER to enter into and/or to perform
SELLER'S obligations under this Agreement, except as has already been
obtained. If SELLER is a corporation, it is organized, validly existing, and in

1 good standing under the laws of the State of California.

2 J. Douglas Elliott, a Member of SELLER, 12510 TEMESCAL, LLC, is a
3 California Licensed Real Estate Broker, and will not be participating in a
4 commission paid, if any.

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

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

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

15 C. BUYER warrants that the natural and historic flow of water across this property
16 and into the water body commonly known as Lee Lake or Corona Lake, will not
17 be impeded, blocked, pumped away, or diverted by BUYER in a manner that
18 could interfere with the recreational fishing operations of the SELLER. This
19 warranty provided in this Section 8C shall not apply in the event of an
20 emergency or circumstances that justify temporary action on behalf of the
21 BUYER to impede, block, pump away or divert any waters for a reasonable
22 amount of time to address said emergency or circumstances.

23 D. BUYER agrees to provide SELLER at closing with two non-exclusive ingress
24 and egress easements as pictorially depicted and legally described in attached
25 Exhibit "A" and attached Exhibit "B" (which are incorporated herein by this
26 reference).

27 E. The parties acknowledge when the SELLER conveys a portion of SELLER'S
28 real property that is less than a legal parcel to a public agency in accordance
with this Agreement, that such a conveyance does not place the SELLER in
violation of the Subdivision Map Act (California Government Code §66426.5).
For any of SELLER'S parcels in which the BUYER acquired a portion thereof
under this Agreement, BUYER shall pay the cost of and process submitting an
application for a certificate of compliance for Assessor's Parcel Numbers 391-
060-008 and APN 391-060-010 within one year following the Close of Escrow
to obtain certificate of compliances to evidence that SELLER is in compliance
with the Subdivision Map Act for such time when SELLER may desire to
develop or sell interests in those parcels.

29 9. CLOSING CONDITIONS.

30 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.
- 2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.
- 3) The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
- 4) All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
- 5) Such proof of SELLER'S authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

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

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

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

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

C. BUYER and SELLER agree to execute and provide any additional Instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all Instruments or 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.

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

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt encumbering the Property;

- 1 2) All costs associated with SELLER'S broker representation, including
- 2 commission;
- 3 3) All costs associated with SELLER'S attorney fees; and
- 4 4) SELLER'S share of prorations, if any.

5 **B. BUYER shall pay or be charged:**

- 6 1) All of Escrow fees and costs;
- 7 2) Cost of the CLTA Standard coverage policy;
- 8 3) Cost of Natural Hazard Disclosure Statement;
- 9 4) Cost of processing an application to obtain a certificate of compliance
- 10 for Assessor's Parcel Numbers 391-060-008 and APN 391-060-010 as
- 11 described in Section 8E of this Agreement.
- 12 5) Cost of recording the Deed; and
- 13 6) BUYER'S share of prorations, if any.

14 **C. Prorations. All receipts and disbursements of the Property will be prorated as of**
 15 **11:59 p.m. on the day immediately preceding the Closing Date and the Purchase**
 16 **Price will be adjusted on the following basis:**

- 17 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER
- 18 is a public entity and exempt from payment of any real property taxes.
- 19 There will be no proration of taxes through Escrow. SELLER will be
- 20 responsible for payment of any real property taxes due prior to the
- 21 Close of Escrow. In the event any real property taxes are due and
- 22 unpaid at the Close of Escrow, Escrow Holder is hereby authorized and
- 23 instructed to pay such taxes from proceeds due the SELLER at the
- 24 Close of Escrow. SELLER understands that the Tax Collector will not
- 25 accept partial payment of any installment of the real property taxes due
- 26 at the Close of Escrow. After the Close of Escrow, the BUYER will
- 27 file any necessary documentation with the County Tax
- 28 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

1 the Close of Escrow are to be sent to BUYER. SELLER is responsible
2 for all costs associated with the provision of utility services to the
Property up to the Close of Escrow.

- 3 3) Method of Proration. If applicable and for purposes of calculating
4 prorations, BUYER shall be deemed to be in title to the Property, and
5 therefore entitled to the income therefrom and responsible for the
6 expenses thereof, for the entire day upon which the Closing occurs. All
7 prorations will be made as of the date of Close of Escrow based on a
8 three hundred sixty-five (365) day year or a thirty (30) day month, as
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.

9 11. CLOSING. When the Escrow Holder receives all documents and funds identified in
10 this Agreement, and the Title Company is ready, willing, and able to issue the Title
11 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.

12 12. SELLER will provide only the standard warranties and covenants of title to BUYER.
13 All other remedies available to BUYER are already provided in law or equity, and
14 within the provisions of this Agreement.

15 13. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
16 designee, serves as the representative on behalf of BUYER for the purpose of
17 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.

18 14. NOTICES. All notices and demands shall be given in writing by certified mail, postage
19 prepaid, and return receipt requested, or by personal delivery. Notices shall be
20 considered given upon the earlier of (a) personal delivery, (b) two (2) business days
21 following deposit in the United States mail, postage prepaid, certified or registered,
22 return receipt requested, or (c) one (1) business day following deposit with an overnight
23 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:

24 SELLER: Corona Lake, LLC
25 12510 Temescal. LLC
26 c/o Mr. Craig Elliott
27 2230 Norco Drive
28 Norco, CA 92860

1 BUYER: Riverside County Flood Control
 2 and Water Conservation District
 3 Attention: Greg Walker
 4 1995 Market Street
 5 Riverside, CA 92501

6 COPY TO: Riverside County Counsel
 7 Attention: Synthia M. Gunzel
 8 Deputy County Counsel
 9 3960 Orange Street, Suite 500
 10 Riverside, CA 92501-3674

11 ESCROW HOLDER: Lawyers Title Insurance Company
 12 Attn: Debbie Strickland
 13 3480 Vine Street, Suite 300
 14 Riverside, CA 92507

15. MISCELLANEOUS.

- 16 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
 17 the time allowed by law a Natural Hazard Disclosure Statement in accordance
 18 with California Government Code Sections 8589.3–8589.4 and 51183.5 and
 19 Public Resources Code Sections 4136, 2621.9 and 2694.
- 20 B. Default. In the event of a material breach or material default under this
 21 Agreement by the BUYER, or a material breach or material default under this
 22 Agreement by the SELLER which would prevent SELLER from providing
 23 marketable title, the non-defaulting party shall have, in addition to all rights
 24 available at law or equity, the right to terminate this Agreement and the Escrow
 25 for the purchase and sale of the Property, by delivering written notice thereof to
 26 the defaulting party and to Escrow Holder, and if the BUYER is the
 27 non-defaulting party, the BUYER shall thereupon promptly receive a refund of
 28 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.
- C. Further Instructions. Each party agrees to execute such other and further escrow
 instructions as may be necessary or proper in order to consummate the
 transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in
 writing and when duly executed by both the BUYER and SELLER and
 deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under, and
 governed and enforced according to the laws of the State of California. Venue
 for any proceeding related to this Agreement shall be in the County of Riverside.

- 1 F. Entire Agreement. This Agreement contains the entire agreement between the
2 undersigned parties respecting the subject matter set forth herein, and expressly
3 supersedes all previous or contemporaneous agreements, understandings,
4 representations, or statements between the parties respecting said subject matter
5 (whether oral or in writing). No person is authorized to make, and by execution
6 hereof SELLER and BUYER acknowledge that no person has made, any
7 representation, warranty, guaranty or promise except as set forth herein; and no
8 agreement, statement, representation or promise made by any such person which
9 is not contained herein shall be valid or binding on SELLER or BUYER.
- 10 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
11 benefit of the heirs, executors, administrators, successors and assigns of the
12 parties hereto.
- 13 H. Time of Essence. The parties acknowledge that time is of the essence in this
14 Agreement, notwithstanding anything to the contrary in the Escrow Company's
15 general Escrow instructions.
- 16 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
17 specific provisions of this Agreement is intended to be exclusive of any other
18 remedy and each and every remedy shall be cumulative and shall be in addition
19 to every other remedy given hereunder or now or hereafter existing at law or in
20 equity or by statute or otherwise.
- 21 J. Interpretation and Construction. The parties agree that each party has reviewed
22 this Agreement and that each has had the opportunity to have their legal counsel
23 review and revise this Agreement and that any rule of construction to the effect
24 that ambiguities are to be resolved against the drafting party shall not apply in
25 the interpretation of this Agreement or any amendments or Exhibits thereto. In
26 this Agreement the neutral gender includes the feminine and masculine, and
27 singular number includes the plural, and the words "person" and "party" include
28 corporation, partnership, firm, trust, or association wherever the context so
requires. The recitals and captions of the sections and subsections of this
Agreement are for convenience and reference only, and the words contained
therein shall in no way be held to explain, modify, amplify or aid in the
interpretation, construction or meaning of the provisions of this Agreement.
- K. 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.
- 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 and BUYER each represent and warrant to one another that,
such party has not engaged any broker or finder with respect to this Agreement

1 or the transactions contemplated herein. If SELLER or BUYER is in fact
2 represented in this sale, upon and only upon the Closing, SELLER shall pay a
3 commission to SELLER'S Broker and BUYER'S Broker as may be set forth in a
4 separate written agreement between SELLER and SELLER'S Broker and/or
5 BUYER'S Broker, or in any separate written instructions related thereto as may
6 be executed and delivered into Escrow by SELLER. SELLER shall defend,
7 indemnify and hold harmless BUYER from and against any and all liabilities,
8 claims, demands, damages, or costs of any kind (including attorneys' fees, costs
9 and expenses) arising from or connected with any other broker's or finder's fee
10 or commission or charge ("Broker Claims") claimed to be due by SELLER'S
11 Broker or any person other than BUYER'S Broker (except as set forth above)
12 arising from or by reason of SELLER'S conduct with respect to this transaction.
13 BUYER shall defend, indemnify and hold harmless SELLER from and against
14 any and all Broker Claims claimed to be due by BUYER'S Broker (except as set
15 forth above) or any person other than SELLER'S Broker arising from or by
16 reason of BUYER'S conduct with respect to this transaction. The provisions of
17 this Section 17.M. shall survive Closing hereunder or earlier termination of this
18 Agreement.

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

16 16. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate
17 a nominee to acquire the Property, provided, however, that any such assignment or
18 designation shall not relieve BUYER of any of its obligations under this Agreement.

18 17. SIGNATURES. This Agreement will have no force or effect whatsoever unless and
19 until it is signed by all of the transacting parties.

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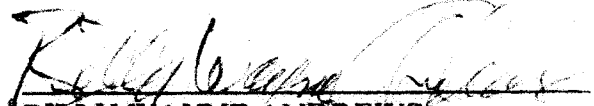
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22 [Signature provisions on next page]
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective
2 the date on Page 1.

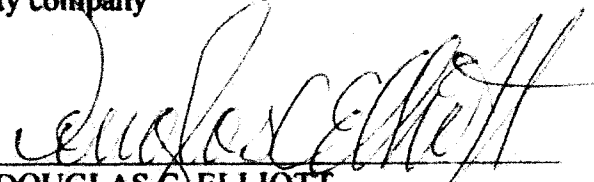
3 **SELLER:**

**CORONA LAKE, LLC, a California limited
4 liability company**

5
6 By: 
7 **BILLY WAYNE ANDREWS**
8 Its: Member

9
10 By: _____
11 **BILLY WAYNE ANDREWS, JR.**
12 Its: Member

**12510 TEMESCAL LLC, a California limited
13 liability company**

14
15 By: 
16 **DOUGLAS C. ELLIOTT**
17 Its: Member

18
19 By: 
20 **PATSY ANN ELLIOTT**
21 Its: Member

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23 Dated: 9-26-13
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective
2 the date on Page 1.

3 **SELLER:**

**CORONA LAKE, LLC, a California limited
4 liability company**

5
6 By: _____
7 **BILLY WAYNE ANDREWS**
8 Its: Member

9
10 By: *Billy Wayne Andrews, Jr.*
11 **BILLY WAYNE ANDREWS, JR.**
12 Its: Member

**12510 TEMESCAL LLC, a California limited
13 liability company**

14
15 By: _____
16 **DOUGLAS C. ELLIOTT**
17 Its: Member

18
19 By: _____
20 **PATSY ANN ELLIOTT**
21 Its: Member

22 Dated: 4-28-13
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BUYER:

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

By: *Marion Ashley*

MARION ASHLEY, Chairman
Riverside County Flood Control
and Water Conservation District
Board of Supervisors

RECOMMEND FOR APPROVAL:

Warren D. Williams

WARREN D. WILLIAMS
General Manager/Chief Engineer

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

Kecia Harper-Ihem
Clerk of the Board

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

By: *K. Harper-Ihem*
Deputy

(Seal)

GSW: rlp
9/26/13

APNs: 391-060-008 and 010 (portions)
Project: Temescal Creek Floodplain
Project No. 2-0-00052
RCFC Parcel Nos. 2052-42D

Exhibit "A"

**Temescal Creek Floodplain Acquisition
Parcel 2052-42D**

All that portion of Parcel 2 as described in Instrument No. 2004-0318701, recorded April 30, 2004, records of Riverside County, State of California more particularly described as follows:

Commencing at the southwest corner of Section 8 of Township 5 South, Range 5 West, San Bernardino Meridian;

Thence North $00^{\circ} 51' 04''$ East 449.42 feet along the west line of said Section 8 to a point of intersection with the southerly sideline of that certain 80-foot wide strip of land, known as Temescal Canyon Road, described and recorded in Book of Official Records 867, Page 55, et seq., on July 22, 1930, records of said County, said point of intersection also being the Point of Beginning;

Thence continuing North $00^{\circ} 51' 04''$ East 1253.06 feet along said west line to the south line of the northerly rectangular twenty-nine (29) acres of the northwest quarter of the Southwest quarter of said Section 8;

Thence along said south line South $89^{\circ} 09' 14''$ East 897.08 feet;

Thence South $56^{\circ} 29' 44''$ East 2081.35 feet to the east line of the Southwest quarter of said Section 8;

Thence South $00^{\circ} 26' 16''$ East 570.32 feet along said east line to the south quarter corner of said Section 8;

Thence North $89^{\circ} 21' 03''$ West 232.32 feet along the south line of said Section 8;

Thence North $48^{\circ} 17' 17''$ West 482.80 feet;

Thence North $53^{\circ} 07' 02''$ West 726.93 feet;

Thence North $56^{\circ} 31' 36''$ West 259.00 feet;

Thence North $67^{\circ} 41' 13''$ West 330.59 feet;

Thence North $72^{\circ} 27' 29''$ West 158.13 feet to the beginning of a curve, concave southerly, having a radius of 400.00 feet;

Thence westerly along said curve through a central angle of $34^{\circ} 41' 11''$ an arc distance of 242.16 feet;

Thence South $72^{\circ} 51' 20''$ West 350.78 feet to the northeast corner of Parcel E as described in said Instrument No. 2004-0318701;

Thence North 89° 08' 56" West 100.00 feet along the north line of said Parcel E;

Thence South 00° 51' 04" West 100.00 feet along the west line of said Parcel E;

Thence South 89° 08' 56" East 100.00 feet along the south line of said Parcel E;

Thence continuing South 89° 08' 56" East 88.46 feet to the beginning of a curve, concave southwesterly, having a radius of 100.00 feet;

Thence southeasterly along said curve through a central angle of 90° 00' 00" an arc distance of 157.08 feet;

Thence South 00° 51' 04" West 266.87 feet to a point of intersection with the northerly sideline of said 80-foot wide strip of land, known as Temescal Canyon Road;

Thence South 44° 38' 21" West 96.04 feet to a point of intersection with the southerly sideline of said 80-foot wide strip of land, known as Temescal Canyon Road said point being on a curve, concave southerly and having a radius of 960.00 feet, a radial to said point bears North 09° 29' 37" East;

Thence South 24° 59' 49" West 74.17 feet to a point on the northerly line of Parcel D as delineated on Record of Survey Book 108, Pages 46 through 47, records of said county, said point being the beginning of a non-tangent curve, concave southerly and having a radius of 1482.69 feet, a radial to said point bears North 24° 59' 49" East;

Thence westerly along said curve and said northerly line, through a central angle of 12° 58' 33" an arc distance of 335.79 feet to said west line of Section 8, a radial to said point bears North 12° 01' 16" East;

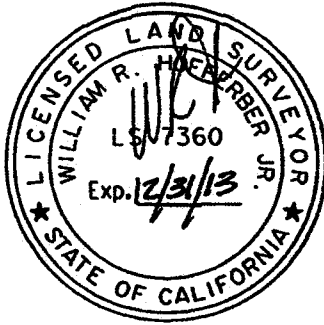
Thence North 00° 51' 04" East 4.72 feet, along said west line to the Point of Beginning.

Excepting therefrom any portion lying within that certain 80-foot wide strip of land, known as Temescal Canyon Road, described and recorded in Book of Official Records 867, Page 55, et seq., on July 22, 1930, records of said county.

Reserving a 20-foot wide ingress and egress easement along to the northerly 20 feet of the described Parcel 2052-42D.

Also reserving a 20-foot wide ingress and egress easement along the easterly 20 feet of the described Parcel 2052-42D.

Containing 43.186 acres more or less



William R. Hofferber, Jr.
WILLIAM R. HOFFERBER, JR.

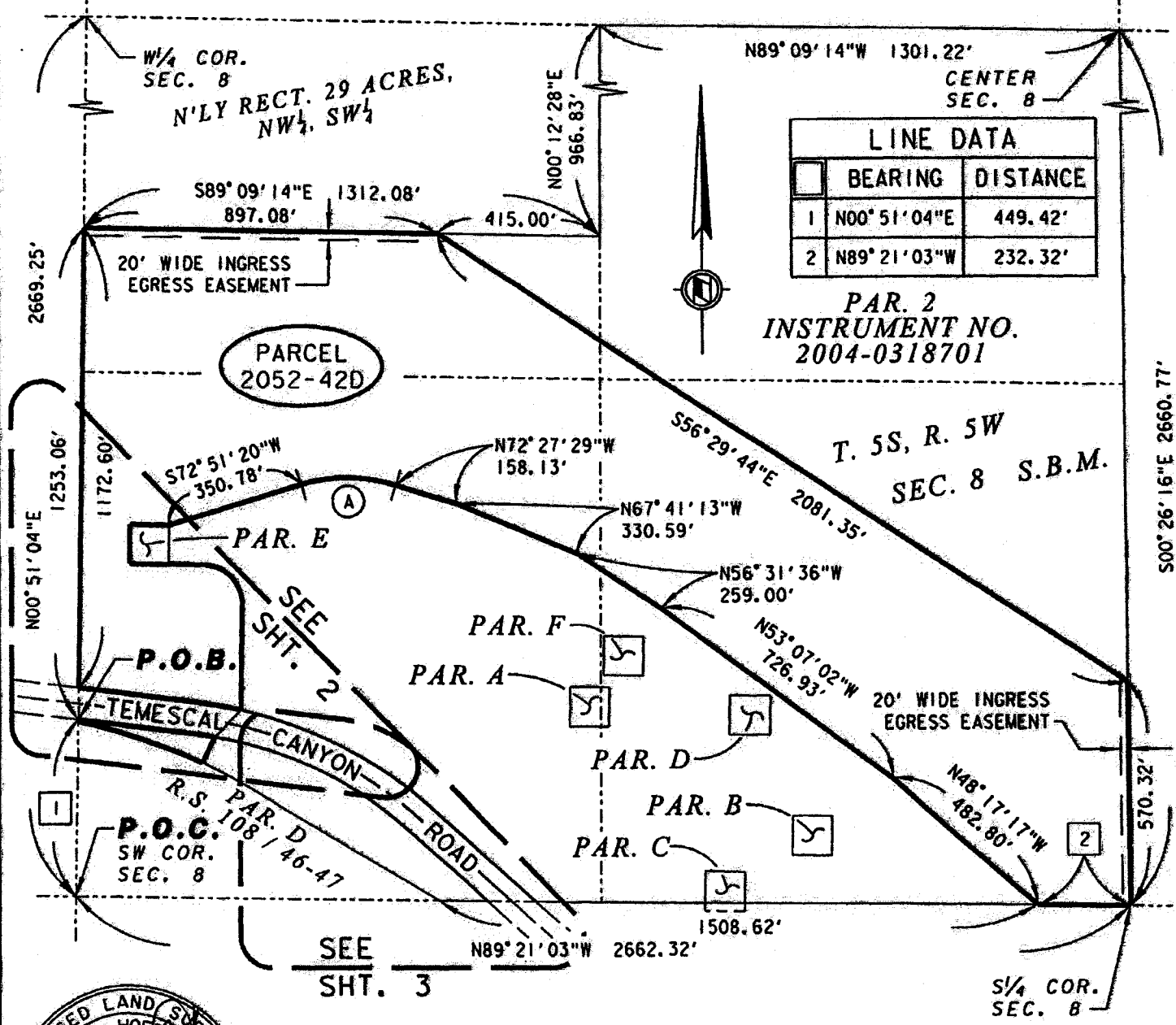
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 22 JULY, 2013

Exhibit "B"

BEING A PORTION OF PARCEL 2 AS DESCRIBED IN INSTRUMENT NO. 2004-0318701, RECORDED APRIL 30, 2004, LOCATED IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 5 WEST SAN BERNARDINO MERIDIAN, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
1	N00° 51' 04" E	449.42'
2	N89° 21' 03" W	232.32'

PAR. 2
INSTRUMENT NO.
2004-0318701



William R. Hoffmann
DATE: 22 JULY 2013

CURVE DATA				
○	△ =	R =	T =	L =
A	34° 41' 11"	400.00'	124.92'	242.16'

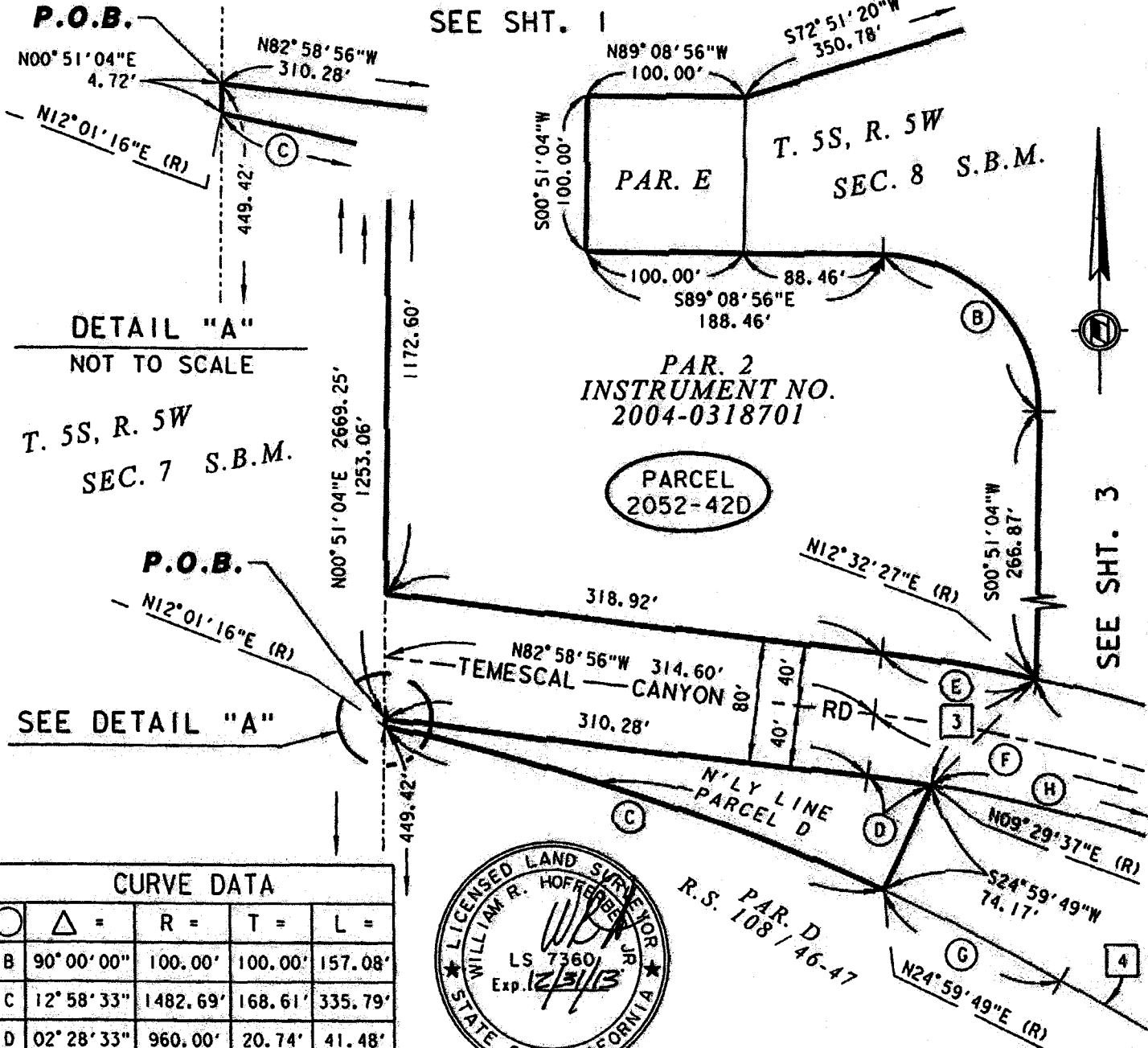
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: TEMESCAL CREEK FLOODPLAIN 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 2052-42D	NO SCALE	DAC
		JUL-16-2013	SHEET NO. 1 OF 3

Exhibit "B"

BEING A PORTION OF PARCEL 2 AS DESCRIBED IN INSTRUMENT NO. 2004-0318701, RECORDED APRIL 30, 2004, LOCATED IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 5 WEST SAN BERNARDINO MERIDIAN, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

SEE SHT. 1



DETAIL "A"
NOT TO SCALE

T. 5S, R. 5W
SEC. 7 S.B.M.

P.O.B.

SEE DETAIL "A"

PAR. 2
INSTRUMENT NO.
2004-0318701

PARCEL
2052-42D

SEE SHT. 3

CURVE DATA				
○	△ =	R =	T =	L =
B	90° 00' 00"	100.00'	100.00'	157.08'
C	12° 58' 33"	1482.69'	168.61'	335.79'
D	02° 28' 33"	960.00'	20.74'	41.48'
E	05° 31' 23"	1040.00'	50.16'	100.25'
F	35° 21' 30"	1000.00'	318.74'	617.12'
G	06° 00' 35"	1482.69'	77.83'	155.52'
H	32° 52' 57"	960.00'	283.29'	550.95'



LINE DATA		
	BEARING	DISTANCE
3	S44° 38' 21" W	96.04'
4	N58° 59' 37" W	535.26'

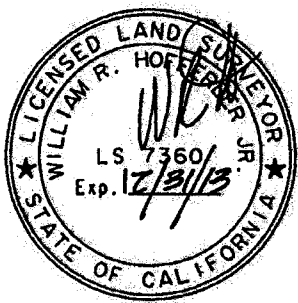
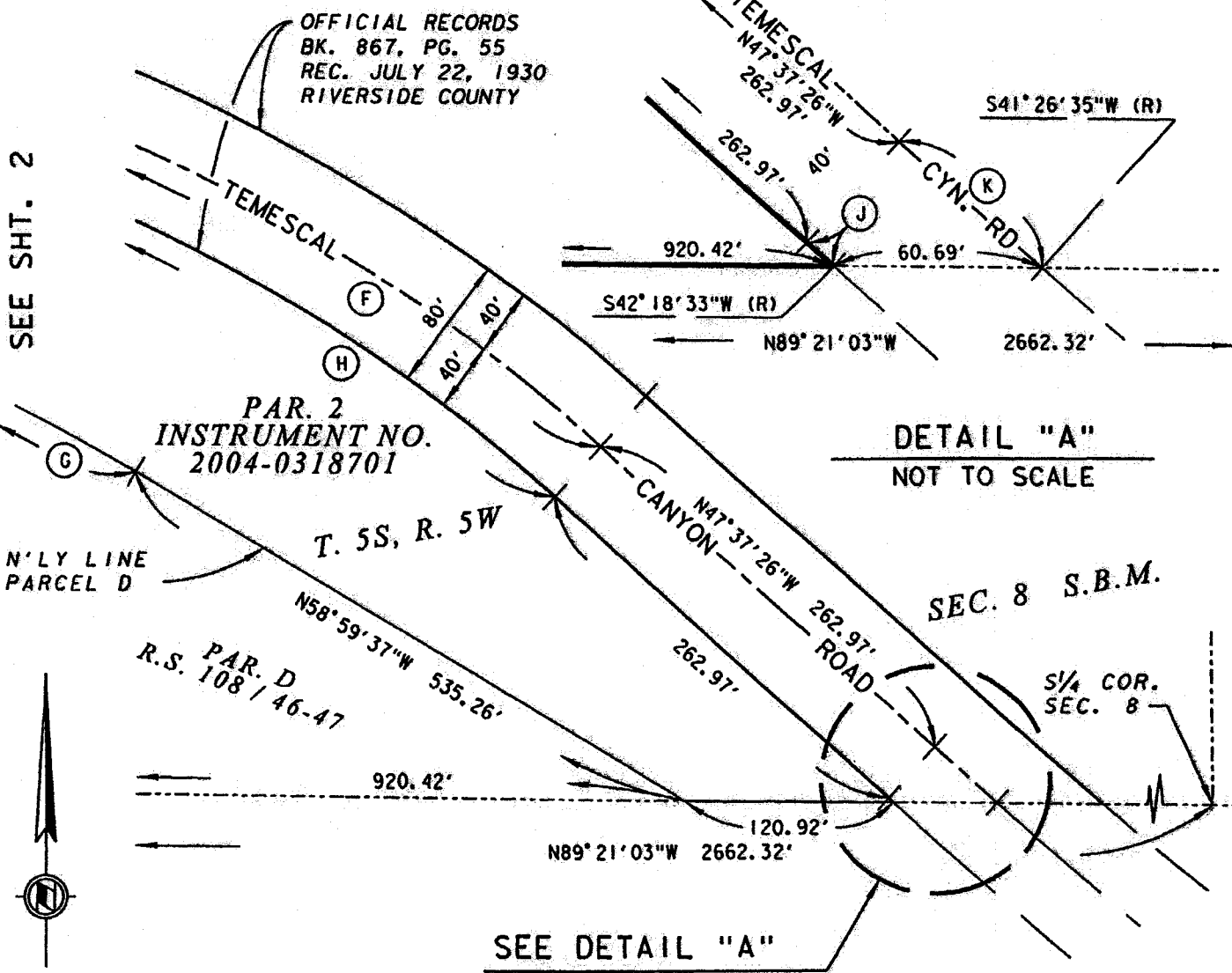
William R. Hoffberger
DATE: 22 JULY 2013

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

PROJECT NAME: TEMESCAL CREEK FLOODPLAIN 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 2052-42D	NO SCALE	DAC
		JUL-16-2013	SHEET NO. 2 OF 3

Exhibit "B"

BEING A PORTION OF PARCEL 2 AS DESCRIBED IN INSTRUMENT NO. 2004-0318701, RECORDED APRIL 30, 2004, LOCATED IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 5 WEST SAN BERNARDINO MERIDIAN, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



William R. Hoffer, Jr.
 DATE: 22 JULY, 2013

CURVE DATA				
○	△ =	R =	T =	L =
F	35° 21' 30"	1000.00'	318.74'	617.12'
G	06° 00' 35"	1482.69'	77.83'	155.52'
H	32° 52' 57"	960.00'	283.29'	550.95'
J	00° 04' 01"	3040.00'	1.78'	3.55'
K	00° 55' 59"	3000.00'	24.43'	48.85'

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

PROJECT NAME: TEMESCAL CREEK FLOODPLAIN 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 2052-42D	NO SCALE	DAC
		JUL-16-2013	SHEET NO. 3 OF 3