

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

917B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
April 8, 2014

**SUBJECT:** Green Acres Dam, Resolution No F2014-06 Authorization to Purchase Real Property located near Hemet in the unincorporated area of Riverside County, State of California; Assessor's Parcel Number 455-300-009; CEQA Findings of Nothing Further Required; (District 3/District 3), (\$1,320,000)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Finds that the purchase of the fee interests in real property will not have a significant impact on the environment and nothing further is required because any potential significant effects have been adequately analyzed in an earlier Negative Declaration adopted by the Board; and
2. Adopt Resolution No. F2014-06, Authorization to Purchase Real Property located near Hemet in the unincorporated area of Riverside County, State of California, Assessor Parcel No. 455-300-009; and

**BACKGROUND:**

**Summary**

(Continued on Page 2)

GSW:rlp  
159009

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (per Exec. Office)</b>
<b>COST</b>	\$ 1,320,000	\$ 0	\$ 1,320,000	\$ Click here to	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
<b>NET DISTRICT COST</b>	\$ 1,320,000	\$ 0	\$ 1,320,000	\$	

**SOURCE OF FUNDS:** Green Acres Dam Project  
540040 25140 947460 - Land

**Budget Adjustment:** No  
**For Fiscal Year:** 2013/2014

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: April 8, 2014  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: District: 3<sup>rd</sup>/3<sup>rd</sup> Agenda Number:

**11 - 4**

FISCAL PROCEDURES APPROVED BY JEANINE J. REY, FINANCE DIRECTOR  
BY:   
JEANINE J. REY

FORM APPROVED COUNTY COUNSEL  
BY:   
CYNTHIA M. GUNZEL  
DATE: 3-24-14

A-30  
 Positions Added  
 Change Order  
 4/5 Vote

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

**FORM 11:** Green Acres Dam, Resolution No F2014-06 Authorization to Purchase Real Property located near Hemet in the unincorporated area of Riverside County, State of California; Assessor's Parcel Number 455-300-009; CEQA Findings of Nothing Further Required; (District 3/District 3), (\$1,320,000)

**DATE:** April 8, 2014

**PAGE:** Page 2 of 3

**Recommended Motion contd.**

3. Approve the Agreement for Sale and Purchase of Real Property and the Residential Lease between the District and Chris Meekins for the purpose of the construction of the Green Acres Dam Project 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 to execute any other related documents and administer all actions necessary to complete this transaction; and

**BACKGROUND:**

**Summary (continued)**

On July 14, 1981, the District adopted a Master Drainage Plan for the Green Acres area of the County of Riverside. This drainage plan identified the need for the Green Acres Dam to be located at the base of the Lakeview Mountains just west of Cortrite Avenue and approximately 2,000 feet upstream of Highway 74. This dam was designated to be approximately 27 feet high and the drainage area contributing to the dam is slightly larger than two (2) square miles. On the same date, the District adopted a Negative Declaration which determined that the proposed project will not have a significant adverse effect on the environment. The Green Acres MDP Report contemplated that the Green Acres Dam would need to be constructed at some time in the future and that the acquisition of real property would be required. The purchase of this real property interest was adequately analyzed in the earlier approved Negative Declaration; therefore, no new environmental documentation is required.

An Agreement for the Purchase and Sale of Real Property ("PSA") has been negotiated with the property owner, Chris Meekins, at the fair market value of \$1,300,000 plus an additional \$20,000 for title and escrow fees. In addition and material to the acquisition, the parties have negotiated a Residential Lease Agreement ("Lease") whereby upon close of escrow of the acquisition the Seller will continue occupation of property month to month pursuant to the Lease for a period not to run past December 31, 2014.

The PSA and the Lease covers the fee title to land with Assessor's Parcel No. 455-300-009 and a known address at 25875 Cortrite Avenue, Hemet, California. The property contains approximately 30.18 acres or 1,314,640 sq. ft. of land and is improved with a 3,382 sq. ft. single family residence, which is owner occupied. The District is acquiring the entire property as it is located completely within the proposed Green Acres Dam site.

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

Resolution No. F2014-06, the Agreement for the Sale and Purchase of Real Property and the Residential Lease have been approved as to form by County Counsel.

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

**FORM 11:** Green Acres Dam, Resolution No F2014-06 Authorization to Purchase Real Property located near Hemet in the unincorporated area of Riverside County, State of California; Assessor's Parcel Number 455-300-009; CEQA Findings of Nothing Further Required; (District 3/District 3), (\$1,320,000)

**DATE:** April 8, 2014

**PAGE:** Page 3 of 3

**Impact on Citizens and Businesses**

Elimination of flooding to the properties of the private citizens of Riverside County.

**ATTACHMENTS (if needed, in this order):**

Agreement for Purchase and Sale of Real Property  
Residential Lease Agreement  
Resolution No. F2014-06

**BOARD OF SUPERVISORS**

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

RESOLUTION NO. F2014-06

AUTHORIZATION TO PURCHASE REAL PROPERTY  
LOCATED NEAR HEMET IN THE UNINCORPORATED AREA  
OF RIVERSIDE COUNTY, STATE OF CALIFORNIA  
GREEN ACRES DAM  
PROJECT 4-0-00330  
ASSESSOR PARCEL NUMBER 455-300-009

BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District ("Board") in regular session assembled on April 8, 2014, in the meeting room of the Board of Supervisors of the District located on the 1<sup>st</sup> Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this 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 30.18 acres of improved, owner occupied property with Assessor Parcel Number 455-300-009, also known as 25875 Cortrite Avenue, Hemet, California and also known as RCFC Parcel Nos. 4330-1A, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, for a purchase price of \$1,300,000, plus an additional \$20,000 for title insurance and escrow fees.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Purchase and Sale of Real Property and the Residential Lease Agreement between the District and Chris Meekins is hereby approved and the Chairman of the Board of Supervisors of the District is authorized to execute both Agreements 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* 3-24-14  
SYNTHIA M. GUNZEL DATE

2  
3 **RESOLUTION NO. F2014-06**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY**  
5 **LOCATED NEAR HEMET IN THE UNINCORPORATED AREA**  
6 **OF RIVERSIDE COUNTY, STATE OF CALIFORNIA**  
7 **GREEN ACRES DAM**  
8 **PROJECT 4-0-00330**  
9 **ASSESSOR PARCEL NUMBER 455-300-009**

10 ADOPTED by Riverside County Board of Supervisors on April 8, 2014

11 **ROLL CALL:**

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

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

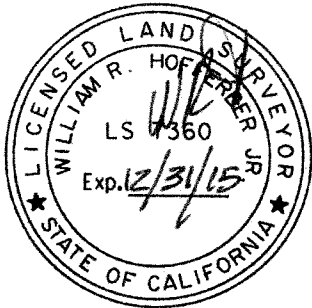
17 **KECIA HARPER-IHEM, Clerk of said Board**

18 By:  Deputy

Exhibit "A"

**Green Acres Dam  
Parcel 4330-1A**

Parcel 1 of Parcel Map No. 11367, as shown by map on file in Book 60, Pages 58 through 61, of Parcel Maps, Official Records of Riverside County, California.



*William R. Hofferber Jr.*

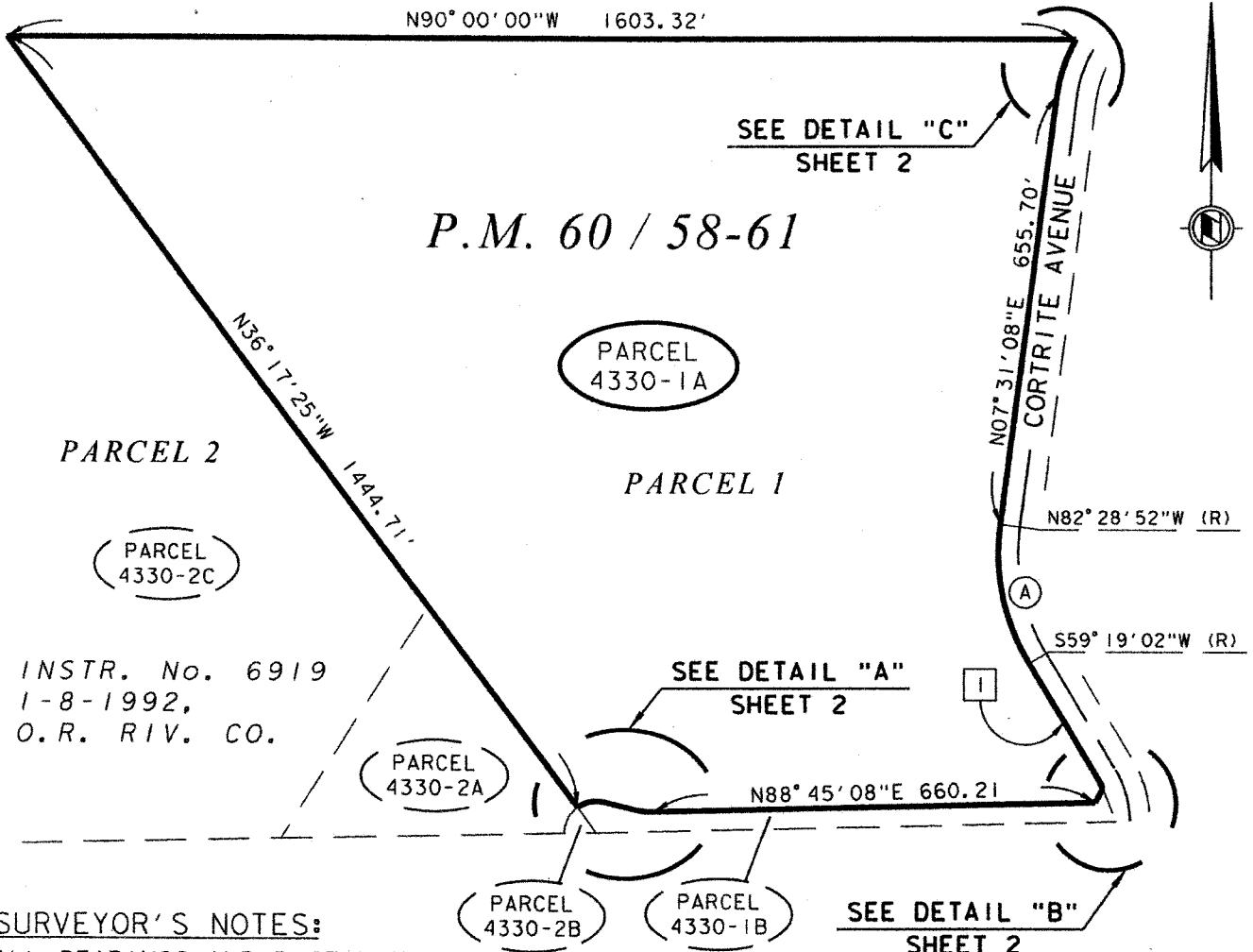
WILLIAM R. HOFFERBER JR.

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

Date: 07 MAR, 2014

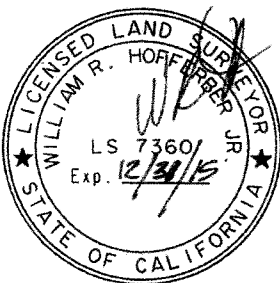
# Exhibit "B"

PARCEL 1 OF PARCEL MAP No. 11367, AS SHOWN IN MAP BOOK 60, PAGES 58 THROUGH 61, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA.



INSTR. No. 6919  
1-8-1992,  
O.R. RIV. CO.

**SURVEYOR'S NOTES:**  
ALL BEARINGS AND DISTANCES  
ARE RECORD DATA PER PM 60/58-61.



*William R. Hoffmeyer, Jr.*  
DATE: 10 MARCH, 2014

CURVE DATA				
	△ =	R =	T =	L =
A	38° 12' 06"	330.00'	114.28'	220.03'

LINE DATA		
	BEARING	DISTANCE
I	N30° 40' 58" W	205.25'

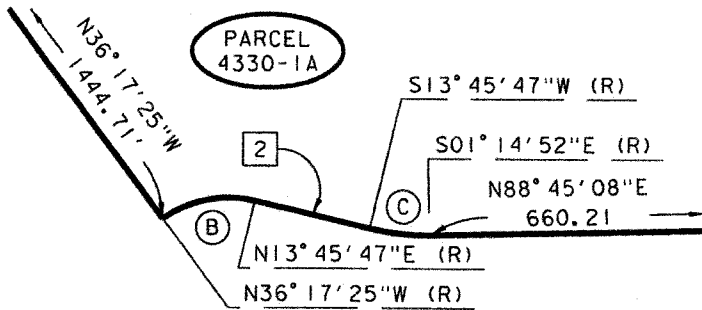
## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

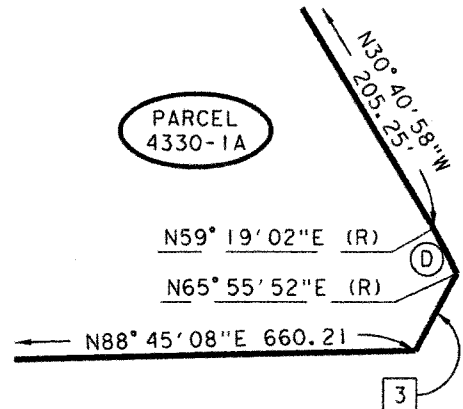
PROJECT NAME: <span style="float: right;">GREEN ACRES DAM</span>			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):  <span style="font-size: 1.2em;">PARCEL 4330-1A</span>	SCALE: <span style="font-size: 1.2em;">NO SCALE</span>	PREPARED BY: <span style="font-size: 1.2em;">PO</span>
		MAR-5-2014	SHEET NO. <span style="font-size: 1.2em;">1 OF 2</span>

## Exhibit "B"

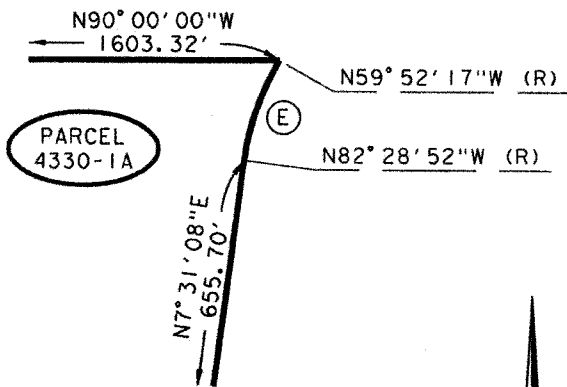
PARCEL 1 OF PARCEL MAP No. 11367, AS SHOWN IN MAP BOOK 60, PAGES 58 THROUGH 61, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA.



**DETAIL "A"**  
NOT TO SCALE



**DETAIL "B"**  
NOT TO SCALE



**DETAIL "C"**  
NOT TO SCALE

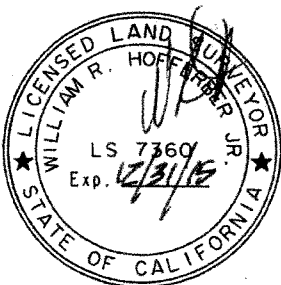
**SURVEYOR'S NOTES:**

ALL BEARINGS AND DISTANCES ARE RECORD DATA PER PM 60/58-61.



CURVE DATA				
○	△ =	R =	T =	L =
(B)	50° 03' 12"	48.00'	22.41'	41.93'
(C)	15° 00' 39"	100.00'	13.17'	26.20'
(D)	6° 36' 50"	120.00'	6.93'	13.85'
(E)	22° 36' 35"	230.00'	45.98'	90.76'

LINE DATA		
	BEARING	DISTANCE
2	N76° 14' 13" W	50.00'
3	N32° 20' 29" E	24.99'



*William R. Hoff*  
DATE: 10 MARCH 2014

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

PROJECT NAME: <b>GREEN ACRES DAM</b>			
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): <b>PARCEL 4330-1A</b>	SCALE: <b>NO SCALE</b>	PREPARED BY: <b>PO</b>
		<b>MAR-5-2014</b>	SHEET NO. <b>2 OF 2</b>



1 APN: 455-300-009  
2 Project: Green Acres Dam  
3 Project No. 4-0-00330  
4 RCFC Parcel No. 4330-1A

ORIGINAL

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

6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,  
7 ("Agreement"), is entered into this 08 day of April, 2014 by and between the  
8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a  
9 body politic, (hereinafter called "DISTRICT" or "BUYER") and CHRIS MEEKINS, an  
10 unmarried man (hereinafter called "SELLER") for acquisition by BUYER from SELLER of  
11 certain real property interests for the Green Acres Dam (hereinafter called "PROJECT").

12 **RECITALS**

- 13 A. SELLER is the owner of certain real property located in the unincorporated portion of
- 14 the County of Riverside, State of California, consisting of 30.18 acres of land,
- 15 commonly known as 25875 Cortrite Avenue, Hemet, identified as Assessor's Parcel No.
- 16 455-300-009, and any related improvements, appurtenances and related personal and
- 17 intangible property.
- 18 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
- 19 described herein.

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

21 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the  
22 receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to  
23 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the  
24 consideration set forth in this Agreement, the following interests in certain real property,  
25 located in Riverside County, California, with Riverside County Assessor's Parcel No.  
26 455-300-009 for the Green Acres Dam Project.

27 A. The Fee Title which affects a section of land that will hereinafter be referred to as  
28 "Parcel 4330-1A". Said section of land contains approximately 30.18 acres.

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

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

- 1 2. PURCHASE PRICE. The total purchase price including payment of relocation benefits  
2 that BUYER will pay to SELLER for the Property and displacing SELLER from the  
3 Property is:

4 ONE MILLION THREE HUNDRED THOUSAND DOLLARS  
5 (\$1,300,000.00)

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

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

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

1 5. ESCROW. The parties will establish an escrow at Stewart Title of California  
2 ("Escrow") to accommodate the transaction contemplated by this Agreement. For  
3 purposes of this Agreement, Opening of Escrow means the date on which Escrow  
4 Holder receives a fully executed original of this Agreement. The parties shall open an  
5 escrow within five (5) business days of the date on which this Agreement is fully  
6 executed by the parties. Close of Escrow means the date on which the Grant Deed is  
7 recorded in the Official Records of the County of Riverside. The Close of Escrow will  
8 be as soon as possible after the Opening of Escrow, but in no event shall the Close of  
9 Escrow be later than sixty (60) days after the Opening of Escrow. The parties hereto  
10 shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow  
11 Holder as may reasonably be required to consummate the transaction contemplated by  
12 this Agreement. Any such instructions shall not conflict, amend or supersede any  
13 provisions of this Agreement; this Agreement shall control unless the parties expressly  
14 agree in writing otherwise. The Escrow Instructions shall include the following terms  
15 and conditions for disbursements and other actions by Escrow Holder of this sale which  
16 shall occur at the Close of Escrow:

11 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with  
12 Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or  
13 credit all items chargeable to the account of SELLER and/or BUYER pursuant to  
14 Sections 6 and 11; b) disburse the balance of the Purchase Price; and, (c) disburse  
15 any excess proceeds deposited by BUYER to BUYER.

14 B. Recording. Cause the Deed to be recorded with the County Recorder and obtain  
15 conformed copies thereof for distribution to BUYER and SELLER.

16 C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.

17 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other  
18 documents (or copies thereof) deposited into Escrow by SELLER. Deliver to  
19 SELLER any other documents (or copies thereof) deposited into Escrow by  
20 BUYER.

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

22 6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Stewart Title of  
23 California (the "Escrow Holder") shall obtain and issue a title commitment for the  
24 Property. Escrow Holder will also request two (2) copies each of all instruments  
25 identified as exceptions on said title commitment. Upon receipt of the foregoing,  
26 Escrow Holder will deliver these instruments and the title commitment to BUYER and  
27 SELLER. Escrow Holder will insure BUYER'S fee title to the Property, which is  
28 described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard  
Coverage Policy of Title Insurance in the amount of the Purchase Price ("Policy").  
BUYER shall pay for the cost of the Policy. The Policy provided for pursuant to this  
Section 6 will insure BUYER'S interest in the Property free and clear of all monetary  
liens, monetary encumbrances and other exceptions to good and clear title, subject only  
to the following permitted conditions of title ("Permitted Title Exceptions"):

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

24 7.   POSSESSION OF PROPERTY.  It is mutually understood and agreed by and between

25   the parties hereto that the right of possession and use of the Property by BUYER,

26   including the right to remove and dispose of improvements, shall commence upon the

27   close of escrow and the vacation and surrender of the premises by the occupants has

28   occurred.  Since the transfer of title and possession by the BUYER will not occur at the

  same time upon the close of escrow, the BUYER and SELLER shall enter into that

  certain Residential Lease, Exhibit "C", attached hereto and by this reference

  incorporated herein, whereby the SELLER will remain in possession for the term period

  and amount provided in the Residential Lease.

8.   WARRANTIES AND REPRESENTATIONS OF SELLER.  SELLER makes the

  following representations and warranties:

- 9           A.    To the best of SELLER'S knowledge, there are no actions, suits, material claims,
- 10                    legal proceedings or any other proceedings affecting the Property or any portion
- 11                    thereof, at law, or in equity before any court or governmental agency, domestic
- 12                    or foreign.
- 13           B.    To the best of SELLER'S knowledge, there are no encroachments onto the
- 14                    Property by improvements on any adjoining property, nor do any buildings or
- 15                    improvements on the Property encroach onto other properties.

- 1 C. Until the Close of Escrow, SELLER shall maintain the 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. SELLER has good and marketable title to the Property. SELLER has no actual  
5 knowledge of any unrecorded or undisclosed legal or equitable interest in the  
6 Property owned or claimed by anyone other than SELLER. SELLER has no  
7 knowledge that anyone will, at the Closing, have any right to possession of the  
8 Property, except as disclosed by this Agreement or otherwise in writing to  
9 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the  
10 Property. No assessment lien or bond encumbers the Property, and no  
11 governmental authority has undertaken any action that could give rise to an  
12 assessment lien affecting the Property and shall not do anything that would  
13 impair SELLER'S title to any of the Property.
- 14 E. To the best of SELLER'S knowledge, neither the execution of this Agreement  
15 nor the performance of the obligations herein will conflict with, or breach any of  
16 the provisions of any bond, note, evidence of indebtedness, contract, lease or  
17 other agreement or instrument to which the Property may be bound.
- 18 F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,  
19 upon learning of any fact or condition that would cause any of the warranties and  
20 representations in this Section 8 not to be true as of closing, immediately give  
21 written notice of such fact or condition to BUYER.
- 22 G. SELLER represents and warrants that it did not use, generate, release, discharge,  
23 store or dispose of any hazardous waste, toxic substances or related materials on,  
24 or under, in or about the Property or transport any Hazardous Materials to or  
25 from the Property and that it shall not use, generate, release, discharge, store or  
26 dispose of any hazardous waste, toxic substances or related materials on, or  
27 under, in or about the Property prior to the Close of Escrow. The term  
28 "Hazardous Materials" shall mean any substance, material or waste which is or  
becomes regulated by any local governmental authority, the State of California or  
the United States Government, including, but not limited to, any material or  
substance which is (i) defined as a "hazardous waste," "extremely hazardous  
waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or  
listed pursuant to Section 25140 of the California Health and Safety Code,  
Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as  
"hazardous material", "hazardous substance" or "hazardous waste" under Section  
25501 of the California Health and Safety Code, Division 20, Chapter 6.95  
(Hazardous Materials Release Response Plans and Inventory), (iv) defined as  
"hazardous substance" under Section 25281 of the California Health and Safety  
Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances),  
(v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) 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

1 *et seq.* (42 U.S.C. §6903) or (xi) defined as a "hazardous substances" pursuant to  
 2 Section 101 of the Comprehensive Environmental Response, Compensation, as  
 3 amended by Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

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

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

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

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

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

C. BUYER is a public agency with the authority to exercise the right of eminent  
 domain to acquire property.

10. CLOSING CONDITIONS.

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

SELLER shall convey to BUYER marketable title to the Property by execution  
 and delivery with Escrow Holder of a duly executed and acknowledged Grant  
 Deed.

1) SELLER must have delivered to Escrow the documents and funds it is  
 required to deliver through Escrow at Closing.

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

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

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

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

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

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

28          11.   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;
- 2)    All costs associated with SELLER'S broker representation, if any,  
                  including commission;
- 3)    All costs associated with SELLER'S attorney fees; and
- 4)    SELLER'S share of prorations, if any.

1 B. BUYER shall pay or be charged:

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

7 C. Prorations. All receipts and disbursements of the Property will be prorated as of  
8 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase  
9 Price will be adjusted on the following basis:

- 10 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is  
11 a public entity and exempt from payment of any real property taxes.  
12 There will be no proration of taxes through Escrow. SELLER will be  
13 responsible for payment of any real property taxes due prior to the Close  
14 of Escrow. In the event any real property taxes are due and unpaid at the  
15 Close of Escrow, Escrow Holder is hereby authorized and instructed to  
16 pay such taxes from proceeds due the SELLER at the Close of Escrow.  
17 SELLER understands that the Tax Collector will not accept partial  
18 payment of any installment of the real property taxes due at the Close of  
19 Escrow. After the Close of Escrow, the BUYER will file documentation  
20 with the County Tax Collector/Assessor requesting cancelation of the  
21 taxes and indicating the effective date of the property tax exemption and  
22 provide SELLER with a copy of the documentation sent to the County  
23 Tax Collector/Assessor. SELLER shall have the right, after the Close of  
24 Escrow, to apply for a refund, to the County Tax Collector/Assessor  
25 outside of Escrow if eligible to receive such refund and Escrow Holder  
26 shall have no liability and/or responsibility in connection therewith.
- 27 2) Utility Deposits. SELLER will notify all utility companies servicing the  
28 Property of the sale of the Property to BUYER and will request that such  
companies send SELLER a final bill, if warranted, for the period ending  
on the last day before the Close of Escrow. BUYER will notify the  
utility companies that all utility bills for the period commencing on the  
Close of Escrow are to be sent to BUYER. SELLER is responsible for  
all costs associated with the provision of utility services to the Property  
up to the Close of Escrow.
- 3) Method of Proration. If applicable and for purposes of calculating  
prorations, BUYER shall be deemed to be in title to the Property, and  
therefore entitled to the income therefrom and responsible for the  
expenses thereof, for the entire day upon which the Closing occurs. All  
prorations will be made as of the date of Close of Escrow based on a  
three hundred sixty-five (365) day year or a thirty (30) day month, as



1 applicable. The obligations of the parties pursuant to this Section 11  
 2 shall survive the Closing and shall not merge into any documents of  
 conveyance delivered at Closing.

3 12. CLOSING. When the Escrow Holder receives all documents and funds identified in this  
 4 Agreement, and the Title Company is ready, willing, and able to issue the Title Policy,  
 5 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.

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

10 14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his  
 11 designee, serves as the representative on behalf of BUYER for the purpose of  
 12 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.

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

19 SELLER: Chris Meekins  
 20 Post Office Box 1005  
 Romoland, CA 92585

21 COPY TO: Bradley D. Pierce  
 22 Pierce Law Firm  
 1440 N. Harbor Blvd., Suite 900  
 23 Fullerton, CA 92835

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

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

6 ESCROW HOLDER: Stewart Title of California  
7 2010 Main Street, Suite 250  
8 Irvine, CA 92614

9 16. MISCELLANEOUS.

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

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

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or any person other than BUYER'S Broker (except as set forth above) arising from or by reason of SELLER'S conduct with respect to this transaction. BUYER shall defend, indemnify and hold harmless SELLER from and against any and all Broker Claims claimed to be due by BUYER'S Broker (except as set forth above) or any person other than SELLER'S Broker arising from or by reason of BUYER'S conduct with respect to this transaction. The provisions of this Section 16.M. shall survive Closing hereunder or earlier termination of this Agreement.

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

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

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

//

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

3  
4 **SELLER:**

**CHRIS MEEKINS**

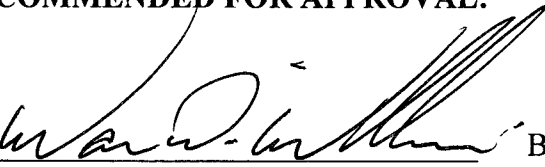
5  
6 Dated: 3-15-14

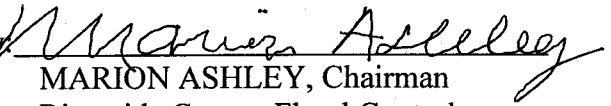
By: 

8 **BUYER:**

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

10 **RECOMMENDED FOR APPROVAL:**

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

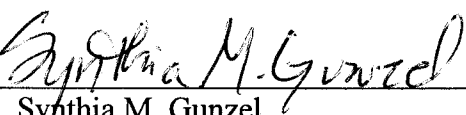
By:   
15 **MARION ASHLEY, Chairman**  
16 **Riverside County Flood Control**  
17 **and Water Conservation District**  
18 **Board of Supervisors**

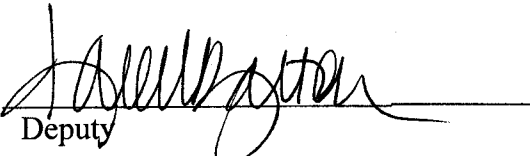
17 **APPROVED AS TO FORM:**

**ATTEST:**

18 **Pamela J. Walls**  
19 **County Counsel**

**Kecia Harper-Ihem**  
**Clerk of the Board**

20  
21 By:   
22 **Synthia M. Gunzel**  
**Deputy County Counsel**

By:   
**Deputy**

**(Seal)**

25 **AU: rlp**  
**03/11/14**

27 **APN 455-300-009**  
**Project: Green Acres Dam**  
28 **Project No. 4-0-00330**  
**RCFC Parcel Nos. 4330-1A**

Exhibit "A"

**Green Acres Dam  
Parcel 4330-1A**

Parcel 1 of Parcel Map No. 11367, as shown by map on file in Book 60, Pages 58 through 61, of Parcel Maps, Official Records of Riverside County, California.



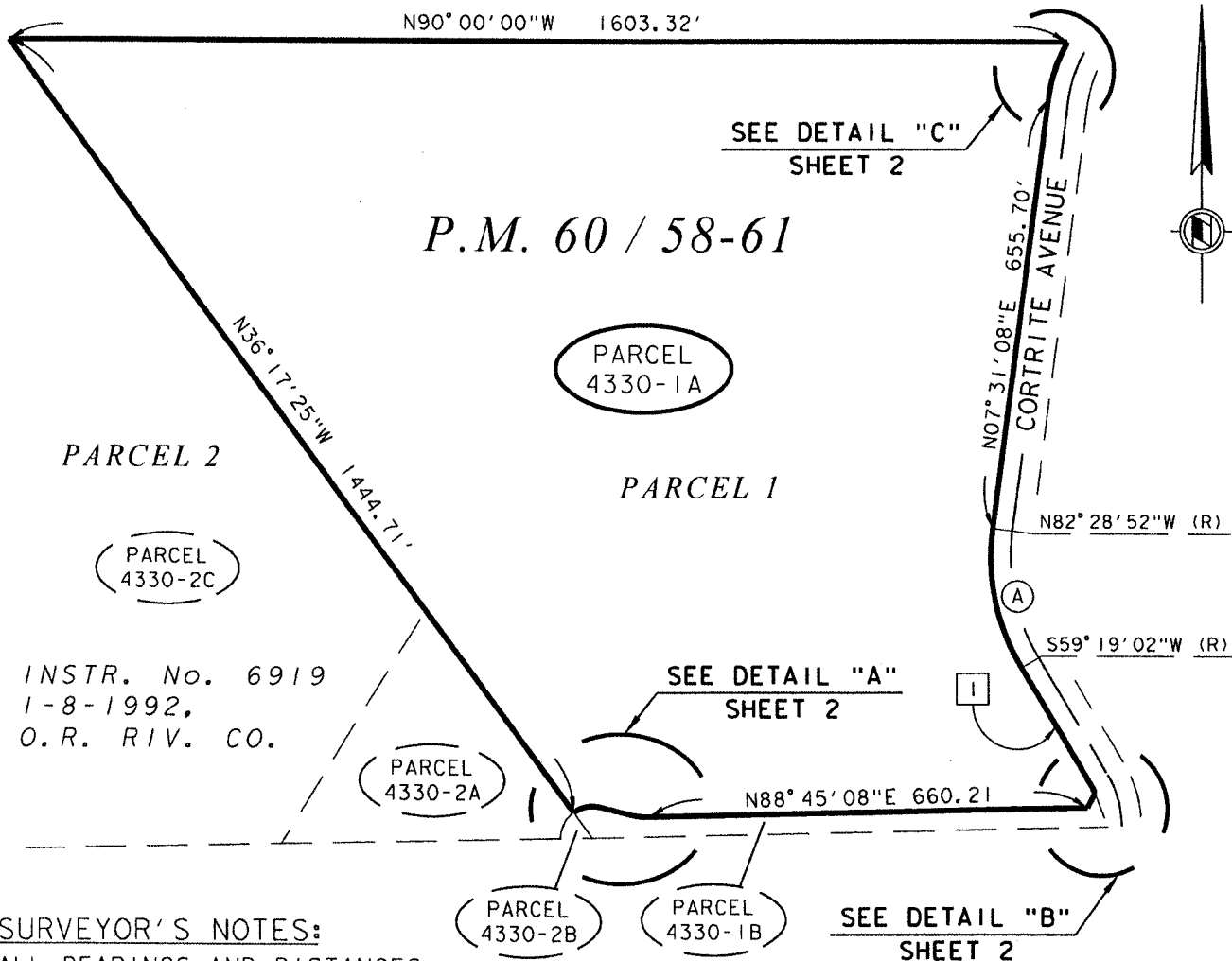
*William R. Hofferber Jr.*  
WILLIAM R. HOFFERBER JR.

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

Date: *07 MAR, 2014*

### Exhibit "B"

PARCEL 1 OF PARCEL MAP No. 11367, AS SHOWN IN MAP BOOK 60, PAGES 58 THROUGH 61, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA.



**SURVEYOR'S NOTES:**  
ALL BEARINGS AND DISTANCES ARE RECORD DATA PER PM 60/58-61.



*William R. Hoffberger*  
DATE: 10 MARCH, 2014

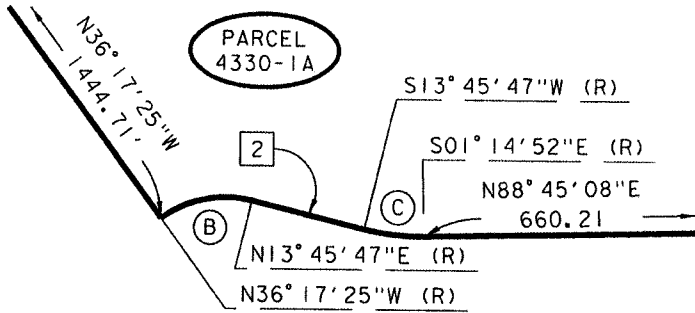
CURVE DATA				
	△ =	R =	T =	L =
⊙	38° 12' 06"	330.00'	114.28'	220.03'

LINE DATA		
	BEARING	DISTANCE
⊠	N30° 40' 58" W	205.25'

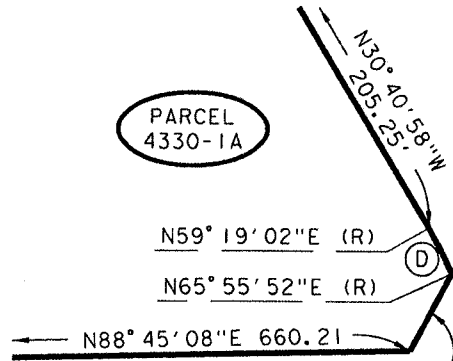
<b>RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</b>			
1995 MARKET ST. RIVERSIDE, CA. 92501			
PROJECT NAME:		GREEN ACRES DAM	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 4330-1A	NO SCALE	PO
		MAR-5-2014	SHEET NO. 1 OF 2

### Exhibit "B"

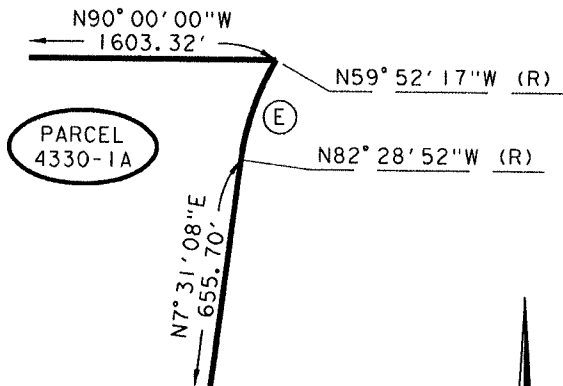
PARCEL 1 OF PARCEL MAP No. 11367, AS SHOWN IN MAP BOOK 60, PAGES 58 THROUGH 61, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA.



**DETAIL "A"**  
NOT TO SCALE



**DETAIL "B"**  
NOT TO SCALE



**DETAIL "C"**  
NOT TO SCALE

SURVEYOR'S NOTES:

ALL BEARINGS AND DISTANCES ARE RECORD DATA PER PM 60/58-61.



CURVE DATA				
○	△ =	R =	T =	L =
ⓑ	50° 03' 12"	48.00'	22.41'	41.93'
ⓒ	15° 00' 39"	100.00'	13.17'	26.20'
ⓓ	6° 36' 50"	120.00'	6.93'	13.85'
ⓔ	22° 36' 35"	230.00'	45.98'	90.76'

LINE DATA		
□	BEARING	DISTANCE
2	N76° 14' 13" W	50.00'
3	N32° 20' 29" E	24.99'



*William R. Hoff, Jr.*  
 DATE: 10 MARCH, 2014

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

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: <b>GREEN ACRES DAM</b>			
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.	RFCF PARCEL NUMBER(S): <b>PARCEL 4330-1A</b>	SCALE: <b>NO SCALE</b>	PREPARED BY: <b>PO</b>
		<b>MAR-5-2014</b>	SHEET NO. <b>2 OF 2</b>



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

ORIGINAL

1 APN: 455-300-009  
2 Project: Green Acres Dam  
3 Project No. 4-0-00330  
4 RCFC Parcel No. 4330-1A

5  
6  
7  
8 **RESIDENTIAL LEASE**

9 THIS RESIDENTIAL LEASE ("Lease") made and entered into this 8<sup>th</sup> day of  
10 April, 2014 by and between Riverside County Flood Control and Water  
11 Conservation District, a body politic ("Landlord") and Chris Meekins, an unmarried man  
12 ("Tenant").

13 NOW THEREFORE, for good and valuable consideration the receipt and adequacy of  
14 which are hereby acknowledged, the parties agree as follows:

15 **Section 1. Lease.** Landlord leases to Tenant and Tenant leases from Landlord the Property  
16 described in the Purchase and Sale of Real Property ("PSA") between the Landlord as Buyer and  
17 Tenant as Seller for the premises located at 25875 Cortrite Avenue, Hemet, CA, and consisting  
18 of an approximately 3,382 square foot residence and a 759 square foot garage and the  
19 accompanying 30.18 acres of land based upon the terms and conditions contained in this Lease  
20 (collectively, "Leased Premises").

21 **Section 2. Term.** The term of this Lease shall commence on date the sale covered by the PSA is  
22 closed and funded ("Commencement Date"). The tenancy period shall be for the period selected  
23 below unless terminated as provided herein: [Check either A. or B.]

24 X **A. Month-to-Month:** This Agreement shall continue as a month-to-month  
25 tenancy until December 31, 2014, unless terminated earlier by Tenant or by the Landlord  
26 due to the Tenant's default pursuant to the terms and conditions provided herein. If at  
27 any time Tenant desires to terminate the tenancy, Tenant may do so by providing to  
28 Landlord written notice of intention to terminate. Such notice to terminate must be  
provided to Landlord at least thirty (30) days prior to the desired date of termination of  
the tenancy. Notices to terminate may be given on any calendar day, irrespective of  
Commencement Date.

       **B. Lease:** This Agreement shall continue as a lease for term. The termination date  
shall be on (date) \_\_\_\_\_ at 11:59 PM. Upon termination date, Tenant  
shall be required to vacate the Premises unless one of the following circumstances occur:  
(i) Landlord and Tenant formally extend this Agreement in writing or create and execute  
a new, written, and signed agreement or (ii) Landlord willingly accepts new Rent from  
Tenant, which does not constitute past due rent. In the event that Landlord accepts from  
Tenant new rent, a month-to-month tenancy shall be created. Either party may terminate  
this month-to-month tenancy by following the procedures specified in paragraph 2A.  
Rent shall continue at the rate specified in this Agreement, or as allowed by law. All  
other terms and conditions as outlined in this Agreement shall remain in full force and  
effect.

1 **Section 3. Security Deposit.** Tenant shall pay to Landlord at the time of the funding of the sale  
2 of the premises under the PSA One Thousand Six Hundred and Ninety-One dollars [\$1,691.00]  
3 as a security deposit. Landlord will hold the deposit for the full and timely performance by  
4 Tenant of Tenant's obligations under this Lease, including payment of rent and cleaning,  
5 maintaining, and repairing the Leased Premises after surrender. If all or any portion of Tenant's  
6 security deposit is applied by Landlord during the term of this Lease, Landlord may demand that  
7 Tenant replenish the full amount applied. Tenant's failure to replenish the amount within five (5)  
8 days after written demand will constitute a breach of this Lease. The balance of all deposits shall  
9 be refunded no later than twenty-one (21) calendar days from the date possession is delivered to  
10 Landlord or Landlord's agent, together with a statement showing any charges made against the  
11 deposits by Landlord.

12 **Section 4. Rent.** Tenant shall pay rent to Landlord in the of One Thousand Six Hundred and  
13 Ninety-One dollars [\$1,691.00] per month ("Monthly Rent"), payable in advance, on the first day  
14 of each calendar month to Landlord or Landlord's authorized agent, at the following address:  
15 Finance Division, 1995 Market Street, Riverside, CA 92501 or at any other place designated by  
16 Landlord from time to time. If Tenant takes possession of the Leased Premises on a date other  
17 than the first day of a calendar month, the first rent payment shall be prorated in accordance with  
18 the then remaining number of days in the month. Tenant agrees to pay a charge of \$25.00 for  
19 each dishonored check.

20 **Section 5. Utilities.** Tenant shall be responsible for the payment of all utilities and services to  
21 the Leased Premises.

22 **Section 6. Use.** The Leased Premises shall be used as a private dwelling with no more than five  
23 (5) persons inhabiting the Leased Premises during any month, and for no other purpose, without  
24 Landlord's prior written consent. Without Landlord's prior written consent, Tenant may not use  
25 or maintain a waterbed on the Leased Premises. Tenant may not repair any automobiles or any  
26 other motor vehicles, heavy machinery, or equipment, anywhere on the Leased Premises or in or  
27 around the building of which the Leased Premises are a part, including the parking area, garage,  
28 and driveway. Tenant agrees not to keep or maintain any pets on the Leased Premises without  
the prior written consent of Landlord, which Landlord may withhold in Landlord's sole  
discretion.

**Section 7. Compliance with Law.** Tenant shall comply with all laws, statutes, ordinances, and  
requirements of all City, County, State, and Federal authorities now or later in force pertaining to  
the use of the Leased Premises.

**Section 8. Repairs, Maintenance and Alterations.** Except as set forth in this Lease, Tenant  
agrees that as of the delivery of possession the Leased Premises are in good working order and  
repair. Landlord may, at any time prior to Tenant's entry into possession, give Tenant a detailed  
inventory of furniture, fixtures, and furnishings in the Leased Premises, and Tenant shall be  
deemed to have possession of all the furniture, fixtures, and furnishings in good condition and  
repair, unless Tenant objects in writing within five (5) days after receipt of the inventory. Tenant  
shall, at Tenant's own expense and at all times, maintain the Leased Premises in good working  
order and repair, including all equipment, appliances, furniture, fixtures, and furnishings, and  
shall surrender the Leased Premises at termination of this Lease in as good condition as received,  
normal wear and tear excepted. Tenant shall be responsible for damages caused by Tenant's

1 negligence and that of Tenant's family, invitees, and guests. Tenant shall not paint, paper, or  
2 otherwise redecorate or make alterations to the Leased Premises without the prior written  
3 consent of Landlord. Tenant shall not commit or allow any person to commit any act resulting in  
4 the destruction, defacement, damage, impairment, or removal of any part of the Leased Premises,  
including wall, ceiling, and floor coverings, and the furniture, fixtures, and furnishings of the  
Leased Premises.

5 Tenant shall bear all expense of repairing and maintaining the Leased Premises, including but  
6 not limited to the yard, trees and shrubs. Tenant shall promptly repair at Tenant's expense any  
7 damage to the Property caused directly or indirectly by any act or omission of the Tenant or any  
person other than the Landlord or Landlord's agents.

8 **Section 9. Entry.** Landlord, its agents or representatives, shall have the right at all reasonable  
9 times during the term of this Lease to enter the Leased Premises for the purposes of inspecting  
10 the Leased Premises and all buildings and improvements thereon. For the purpose of making  
11 any repairs or alterations deemed appropriate by the Landlord, except in the case of an  
12 emergency, such entry shall be made during normal business hours and upon at least twenty-four  
13 (24) hours' prior notice. In the case of an emergency or Tenant's abandonment or surrender of  
14 the Leased Premises, Landlord or Landlord's agent may enter the Leased Premises at any time,  
without obtaining Tenant's prior consent. Tenant agrees not to change the locks or add locks to  
the entrances of the Leased Premises without the prior consent of Landlord and without  
15 providing Landlord with a key to any locks. The right of entry shall likewise exist for the  
16 purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this  
17 Agreement or to any restrictions, rules or regulations affecting the Premises.

18 **Section 10. Indemnification.** Landlord shall not be liable for any damage or injury to Tenant or  
19 any other person, or to any property, occurring on the Leased Premises or any part of the Leased  
20 Premises or in common areas, unless the damage is the proximate result of the negligence or  
21 misconduct of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to  
22 indemnify, defend, and hold harmless Landlord for any liability, costs (including reasonable  
23 attorney's fees), or claims for personal injuries or property damage caused by the negligent,  
24 willful, or intentional act or omission to act of Tenant or Tenant's guests or invitees. Each party  
25 waives the right of subrogation against the other party.

26 **Section 11. Hazardous Materials.** Tenant shall not keep on the Premises any item of a  
27 dangerous, flammable or explosive character that might unreasonably increase the danger of fire  
28 or explosion on the Premises or that might be considered hazardous or extra hazardous by any  
responsible insurance company.

29 **Section 12. Assignment and Subletting.** Tenant shall not assign this Lease or any interest  
30 under this Lease or sublet the Leased Premises or any portion of the Leased Premises without  
31 Landlord's prior written consent, which consent shall not be unreasonably withheld. The  
32 Landlord's consent shall not be deemed unreasonably withheld for any reasonable objection,  
33 including but not limited to the following: (a) the proposed assignee or subtenant does not have  
34 the financial ability or stability to carry out the tenant's or optionee's obligations under this  
35 Lease, (b) the proposed assignee or subtenant would change the use of the Leased Premises, (c)  
36 the proposed assignee or subtenant has a poor credit history or poor history with previous  
37 landlords, or (d) the proposed assignee or subtenant does not satisfy the standards then used by  
38

1 Landlord for approving tenants or optionees in the building in which the Leased Premises are  
2 located.

3 **Section 13. Abandoned Property.** If Tenant abandons or surrenders the Leased Premises,  
4 Landlord may consider any personal property left on the Leased Premises to be abandoned and  
5 may dispose of it in any manner allowed by law. If Landlord reasonably believes that the  
6 abandoned personal property has a total resale value of less than \$300, Landlord may keep the  
7 personal property for Landlord's use or otherwise dispose of it in accordance with law. All  
8 personal property on the Leased Premises is made subject to a lien in favor of Landlord for the  
9 payment of all sums due under this Lease, to the maximum extent allowed by law.

10 **Section 14. Default.** If Tenant fails to pay rent when due, or to perform any term of this Lease,  
11 after not less than three (3) days' written notice of default given in the manner required by law,  
12 Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease, unless  
13 Tenant, within the time specified, cures the default.

14 **Section 15. Remedies.** If Tenant defaults, Landlord may elect to: (a) continue the lease in  
15 effect, and enforce all Landlord's rights and remedies under this Lease, including the right to  
16 recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights under this  
17 Lease, and recover from Tenant all damages Landlord may incur by reason of the breach of the  
18 lease, including the cost of recovering the Leased Premises and including the worth at the time of  
19 the termination or at the time of an award if suit is instituted to enforce this provision, of the  
20 amount by which the unpaid rent for the balance of the term exceeds the amount of the rental  
21 loss that the tenant proves could be reasonably voided. In addition to any other rights and  
22 remedies allowed by this Lease or by law, Landlord shall have the remedies as set forth in Civil  
23 Code §§ 1951.2 and 1951.4.

24 **Section 16. Damage to Premises.** In the event the Premises are destroyed or rendered wholly  
25 uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of  
26 Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights  
27 that may have then accrued hereunder. The rental provided for herein shall then be accounted  
28 for by and between Landlord and Tenant up to the time of such injury or destruction of the  
Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond  
such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord  
shall have the option of either repairing such injured or damaged portion or terminating this  
Lease.

**Section 17. Attorney Fees.** In any legal action brought by either party to enforce the terms of  
this Lease or relating to the Leased Premises, the prevailing party shall be entitled to all  
reasonable costs incurred in connection with that action, including reasonable attorney's fees.

**Section 18. Waiver.** No failure of Landlord to enforce any term of this Lease shall be deemed a  
waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's  
right to the full amount of rent.

**Section 19. Notices.** Any notice that either party may or is required to give, may be given by  
mailing the notice, postage prepaid, to Tenant at the Leased Premises or to Landlord at the  
address shown below, or at any other place designated by the parties from time to time:

1 The name and address of the person authorized to manage the Leased Premises on behalf of  
2 Landlord is Gregory Walker, 1995 Market Street, Riverside, CA 92501.

3 **Section 20. Successors and Assigns.** This Lease is binding upon and inures to the benefit of the  
4 heirs, assigns, successors, executors, and administrators of Landlord and Tenant.

5 **Section 21. Time.** Time is of the essence in this Lease.

6 **Section 22. Holding Over.** Any holding over after expiration of the Lease, with the consent of  
7 Landlord, shall be construed as a month-to-month tenancy in accordance with the terms of this  
8 Lease, as applicable. No holding over or extension of this Lease shall extend the time for the  
9 exercise of the option unless agreed upon in writing by Landlord.

10 **Section 23. Late Charges and Default Interest.** If Tenant fails to pay the monthly rent within  
11 five (5) days after the due date, Tenant agrees that it would be impracticable or extremely  
12 difficult to fix the actual damage to Landlord caused by that failure and therefore agrees to pay a  
13 late charge of \$100.00 plus interest at 5% per annum commencing on the date on which the  
14 delinquent amount was due. The amounts due under this Section are in addition to and not in  
15 lieu of any other remedies of Landlord.

16 **Section 24. Quiet Enjoyment.** Tenant, upon payment of all of the sums referred to herein as  
17 being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein  
18 and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have,  
19 hold and enjoy said Premises for the term hereof.

20 **Section 25. Construction.** Headings at the beginning of each section are solely for the  
21 convenience of the parties and are not a part of and shall not be used to interpret this Lease. The  
22 singular form shall include plural, and vice versa. This Lease shall not be construed as if it had  
23 been prepared by one of the parties, but rather as if both parties have prepared it. Unless  
24 otherwise indicated, all references to Sections are to this Lease.

25 **Section 26. Further Assurances.** Whenever requested to do so by the other party, each party  
26 shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations,  
27 satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents,  
28 and any further instruments and documents as may be necessary, expedient, or proper to  
complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each  
party also agrees to do any other acts and to execute, acknowledge, and deliver any documents  
requested to carry out the intent and purpose of this Lease.

**Section 27. Third-Party Rights.** Nothing in this Lease, express or implied, is intended to  
confer upon any person, other than the parties and their respective successors and assigns, any  
rights or remedies under or by reason of this Lease.

**Section 28. Integration.** This Lease and the attached exhibits contain the entire agreement  
between the parties regarding the subject matter of the Lease, and this Lease expressly  
supersedes all previous or contemporaneous agreements, understandings, representations, or  
statements between the parties regarding those matters.

1 **Section 29. Counterparts.** This Lease may be executed in one or more counterparts, each of  
2 which shall be deemed an original and all of which taken together shall constitute one and the  
3 same instrument.

4 **Section 30. Amendment.** This Lease may not be amended or altered except by an instrument in  
5 writing executed by Landlord and Tenant.

6 **Section 31. Partial Invalidity.** Any provision of this Lease that is unenforceable or invalid or  
7 the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease  
8 shall have no effect, but all the remaining provisions of this Lease shall remain in full force.

9 **Section 32. Exhibits.** All attached exhibits are incorporated in this Lease by reference.

10 **Section 33. Joint and Several Liability.** If Tenant is more than one (1) person, each person  
11 shall be jointly and severally liable for the performance of Tenant's obligations under this Lease.

12 **Section 34. Conduct of Tenant; Compliance with Rules.** Tenant shall not create a nuisance on  
13 the Leased Premises or otherwise disturb the area.

14 **Section 35. Governing Law.** The validity, meaning, and effect of this Lease shall be  
15 determined in accordance with California law.

16 **Section 36. Severability.** If any provision of this Agreement or the application thereof shall, for  
17 any reason and to any extent, be invalid or unenforceable, neither the remainder of this  
18 Agreement nor the application of the provision to other persons, entities or circumstances shall  
19 be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

20 //

21 //

[Signatures on next page]

22  
23  
24  
25  
26  
27  
28

1 IN WITNESS WHEREOF, Tenant has executed this Lease as of the date first above  
2 written.

3 **TENANT**

**CHRIS MEEKENS**

4  
5 By: 

CHRIS MEEKENS

6  
7 Date: 3-15-14

8 Landlord accepts and agrees to this Lease.

9 **LANDLORD**

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

10  
11  
12 By: 

For WARREN D. WILLIAMS

General Manager-Chief Engineer

13  
14 Date: APRIL 8, 2014

15 APPROVED AS TO FORM:

16 Pamela J. Walls  
17 County Counsel

18 By: 

Synthia M. Gunzel

19 Deputy County Counsel

20  
21  
22 GSW:rlp  
03/11/14

23  
24  
25  
26 [Attach Exhibits]

27 APN: 455-300-009  
Project: Green Acres Dam  
Project No. 4-0-00330  
28 RCFC Parcel No. 4330-1A