

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

515B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

May 20, 2014

SUBJECT: Resolution No. F2014-04 Authorization to Purchase Real Property Temescal Creek – Foster Road Storm Drain, Stage 1, Project No. 2-0-00493 Assessor's Parcel Nos. 283-060-028 and 283-060-029, RCFC Parcel No. 2493-2; CEQA Findings of Nothing Further is Required; Districts 1 & 2/District 1; [\$173,000.00]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that although the purchase of real property could have a significant effect on the environment, nothing further is required because all potentially significant effects have been fully analyzed in an earlier adopted Mitigated Negative Declaration (MND) and/or have been avoided or mitigated to less than significant pursuant to that earlier MND; and
2. Adopt Resolution No. F2014-04 Authorization to Purchase Real Property located in the unincorporated El Cerrito area of Riverside County, known as the Temescal Creek area, with Assessor's Parcel Nos. 283-060-028 and 283-060-029 for the Temescal Creek - Foster Road Storm Drain, Stage 1; and

(continued on Page 2)

GG:rlp
158060

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	\$ 173,000	\$ N/A	\$ 173,000	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 173,000	\$ N/A	\$ 173,000	\$ N/A	
SOURCE OF FUNDS: 25120 947420 540040 Zone 2 Const/Maint/Misc-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 Tavaglione, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: May 20, 2014
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board
BY:
Deputy

FISCAL PROCEDURES APPROVED
 JEANINE J. REY, FINANCE DIRECTOR
 BY:
 JEANINE J. REY
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY:
 CYNTHIA M. GUNZEL
 DATE: 1-31-14

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: Resolution No. F2014-04 Authorization to Purchase Real Property Temescal Creek – Foster Road Storm Drain, Stage 1, Project No. 2-0-00493 Assessor's Parcel Nos. 283-060-028 and 283-060-029, RCFC Parcel No. 2493-2; CEQA Findings of Nothing Further is Required; District 1 & 2/District 1 [\$173,000.00]

DATE: May 20, 2014

PAGE: Page 2 of 3

RECOMMENDED MOTION (continued)

3. Approve the Agreement for Purchase and Sale of Real Property between the District and Theresa Ann Freese, Patricia Freese MacCormack and Katherine Gail Freese, and authorize the Chairman of the Board to execute said Agreement on behalf of the District; and
4. Authorize the Clerk of the Board and 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 Determination with the County Clerk within five (5) days of approval of the purchase of real property.

BACKGROUND:

Summary (continued)

A Purchase and Sale Agreement has been negotiated with property owners, Theresa Ann Freese, Patricia Freese MacCormack, and Katherine Gail Freese, at the appraised value of \$168,000.00 plus an additional \$5,000.00 for title and escrow fees.

Staff has reviewed the proposed purchase of real property and it was determined that nothing further was required because all potentially significant effects of the purchase of real property have been fully analyzed in an earlier adopted Mitigated Negative Declaration (SCH#2013101086) ("MND") and have been avoided or mitigated to less than significant pursuant to that earlier MND. The potential environmental effects of the Temescal Creek - Foster Road Storm Drain, Stage 1 Project were fully studied in Initial Study/MND (SCH#2013101086). Based upon the findings incorporated therein, the Board of Supervisors adopted the MND (SCH#2013101086) and a Mitigation Monitoring Program, and approved the Temescal Creek - Foster Road Storm Drain, Stage 1 Project on January 14, 2014, Agenda Item 11-4, with Resolution No. F2014-01. Purchasing the real property interest will not result in any new significant environmental effects not identified in the Initial Study/MND (SCH#2013101086); the actions will not substantially increase the severity of the environmental effects identified in the MND; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible. As a result, no further environmental documentation is required for California Environmental Quality Act purposes.

The real property commonly identified as Riverside County Assessor's Parcel Nos. 263-060-028 and 263-060-029, referred to as District RCFC Parcel No. 2493-2, is approximately 142,761 square feet combined and is located in a flood zone. The property is the site of the proposed outlet. The underground storm drain is in Foster Road from I-15 to Temescal Creek. The project also includes environmental enhancement adjacent to Temescal Creek.

Impact on Citizens and Businesses

The proposed project will protect people, property, and the watershed from damage or destruction from flood and stormwater impacts. The health and safety concerns prompt the District to construct the proposed project.

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

FORM 11: Resolution No. F2014-04 Authorization to Purchase Real Property Temescal Creek – Foster Road Storm Drain, Stage 1, Project No. 2-0-00493 Assessor's Parcel Nos. 283-060-028 and 283-060-029, RCFC Parcel No. 2493-2; CEQA Findings of Nothing Further is Required; District 1 & 2/District 1 [\$173,000.00]

DATE: May 20, 2014

PAGE: Page 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funds were budgeted in the Fiscal Year 2013-2014 for Temescal Creek - Foster Road Storm Drain, Stage 1 and are available in the Zone 2 Fund.

158060

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2014-04

AUTHORIZATION TO PURCHASE REAL PROPERTY
TEMESCAL CREEK – FOSTER ROAD STORM DRAIN, STAGE 1
PROJECT NO. 2-0-00493
ASSESSOR'S PARCEL NUMBERS 283-060-028 and 283-060-029

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 May 20, 2014, in the meeting room of the Board of Supervisors of the District located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that the Board authorizes the purchase, at or after 10:30 a.m., of that certain real property in the County of Riverside, State of California, consisting of approximately 142,761 square feet of vacant and unoccupied property with Assessor's Parcel Numbers 283-060-028 and 283-060-029 in fee, respectively located in the unincorporated El Cerrito area, more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein, for a purchase price of \$168,000.00, plus an additional \$5,000.00 for title insurance and escrow fees/cost from the owners, Theresa Ann Freese, Patricia Freese MacCormack, and Katherine Gail Freese.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Purchase and Sale of Real Property between the District, Theresa Ann Freese, Patricia Freese MacCormack, and Katherine Gail Freese, 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*
SYNTHIA M. GUNZEL DATE

MAY 20 2014 11-8

2
3 **RESOLUTION NO. F2014-04**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY**
5 **TEMESCAL CREEK-FOSTER ROAD STORM DRAIN, STAGE 1**
6 **PROJECT NO. 2-0-00493**
7 **ASSESSOR'S PARCEL NUMBERS 283-060-028 AND 283-060-029**

8 ADOPTED by Riverside County Board of Supervisors on May 20, 2014

9 ROLL CALL:

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

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

15 KECIA HARPER-IHEM, Clerk of said Board

16
17 By:  _____

Deputy

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23 05.20.14 11-8
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EXHIBIT "A"

Legal Description of Property

APNs 283-060-028 and 283-060-029

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Notice of Determination

To: County Clerk
County of Riverside
2724 Gateway Drive
P.O. Box 3044
Riverside, CA 92507

From: Riverside County Flood Control
1995 Market Street
Riverside, CA 92501
Contact: Mike Wong
Phone: 951.955.1233

Lead Agency (if different from above):

SUBJECT:

Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): N/A **Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.**
Project Title: Temescal Creek – Foster Road Storm Drain, Stage 1(Project) **5/22/14** **kb**
Purchase of Real Property (Purchase) **Date** **Initial**

Project Location (include county)

The proposed project area is generally bounded to the north by Dos Lagos Drive, to the east by Temescal Wash, to the south by Leroy Road and to the west by Interstate 15 in the unincorporated El Cerrito area of Riverside County.

Project Description


The Riverside County Flood Control and Water Conservation District proposes to construct, operate and maintain an underground storm drain system comprised of approximately 2,000 lineal feet of reinforced concrete pipe (RCP) ranging in size from 30 inches to 72 inches in diameter known as the Temescal Creek – Foster Road Storm Drain, Stage 1 Project ("Storm Drain Project"). In order to implement this Storm Drain Project, the District needs to acquire certain interests in real property. The current District action is limited to the purchase of approximately 3.3 acres on Assessor's Parcel Nos. 283-060-028 and 283-060-029 located in the unincorporated El Cerrito area of Riverside County for construction purposes

This is to advise that the Riverside County Flood Control and Water Conservation District (Lead Agency) has approved the above described project on February 25, 2014 and has made the following determinations regarding the above described project:

This is to advise that the Riverside County Flood Control and Water Conservation District (Lead Agency) has approved the above described project on May 20, 2014 and has made the following findings and determinations regarding the above described purchase of certain interests in real property:

1. The Purchase will not have a significant effect on the environment.
2. A Mitigated Negative Declaration (SCH#2013101086) was prepared for the Project pursuant to the provisions of CEQA and adopted on January 14, 2014, Agenda Item 11-4, with Resolution No. F2014-01.
3. Mitigation measures were made a condition of the approval of the Project.
4. The Purchase will not result in any new significant environmental effects not identified in the Initial Study and MND (SCH#2013101086); will not substantially increase the severity of the environmental effects identified in the MND; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible.
5. Nothing further is required and no further environmental documentation is required for California Environmental Quality Act purposes.

This is to certify that the final Mitigated Negative Declaration with comments and responses and record of Project approval is available to the General Public at: The Office of the Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.


Signature (Public Agency)

GM-CE
Title

5/8/14
Date

Date received for filing at OPR:

Authority cited: Sections 21083 and 21087, Public Resources Code.
Reference: Sections 21000-21174, Public Resources Code.

Revised 2004

MAY 20 2014 11-8

1 APNs: 283-060-028 and 283-060-029
2 Acquisition: Temescal Creek -- Foster Road Storm Drain, Stage 1
3 Project No. 2-0-00493
4 RCFC Parcel No. 2493-2

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 20th day of May, 2014 by and between the
8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
9 body politic, (hereinafter called "DISTRICT" or "BUYER") and THERESA ANN FREESE,
10 PATRICIA ELLEN FREESE MACCORMACK AND KATHERINE GAIL FREESE
11 (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property
12 interests for the Temescal Creek - Foster Road Storm Drain, Stage 1 (hereinafter called
13 "PROJECT").

14 **RECITALS**

- 15 A. SELLER is the owner of certain real property located in the Unincorporated Area of
16 County of Riverside and State of California, consisting of 3.28 acres of land, with
17 Assessor's Parcel Nos. 283-060-028 and 283-060-029, and the related improvements,
18 appurtenances and certain related personal and intangible property ("Seller Property").
19 B. SELLER agrees to sell and BUYER desires to purchase the fee interest in the Property as
20 specifically described herein.

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

22 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the
23 receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
24 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
25 consideration set forth in this Agreement, the following fee interests and the nonexclusive
26 easement for ingress and egress, and public utility in certain real properties, located in
27 Riverside County, California, with Riverside County Assessor's Parcel Nos. 283-060-028
28 and 283-060-029 together with an easement for ingress and egress which shall hereinafter
be referred to as "Parcel 2493-2". Said Section of land contains approximately 142,761
square feet.

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

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

MAY 20 2014 *HB*

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

ONE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS
(\$168,000.00)

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

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable written notice before going on the Property. BUYER does hereby indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 3. 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 3, 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.

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

1 Close of Escrow:

- 2 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow
- 3 Holder by BUYER in payment of the Property as follows: (a) deduct or credit all
- 4 items chargeable to the account of SELLER and/or BUYER pursuant to Sections
- 5 5 and 10; b) the balance of the Purchase Price shall be equally disbursed between
- 6 Theresa Ann Freese, Patricia Freese MacCormack and Katherine Gail Freese;
- 7 and, (c) disburse any excess proceeds deposited by BUYER to BUYER.
- 8 B. Recording. Cause the Deed to be recorded with the County Recorder and obtain
- 9 conformed copies thereof for distribution to BUYER and SELLER.
- 10 C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.
- 11 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other
- 12 documents (or copies thereof) deposited into Escrow by SELLER. Deliver to
- 13 SELLER any other documents (or copies thereof) deposited into Escrow by
- 14 BUYER.
- 15 E. All time limits within which any matter herein specified is to be performed may
- 16 be extended by mutual agreement of the parties hereto. Any amendment of, or
- 17 supplement to, any instructions must be in writing.

18 5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title

19 Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for

20 the Property. Escrow Holder will also request two copies each of all instruments

21 identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow

22 Holder will deliver these instruments and the title commitment to BUYER and SELLER.

23 Escrow Holder will insure BUYER'S fee title to the Property, which is described above in

24 Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title

25 Insurance in the amount of the Purchase Price ("Policy"). BUYER shall pay for the cost

26 of the Policy. The Policy provided for pursuant to this Section 5 will insure BUYER'S

27 interest in the Property free and clear of all monetary liens, monetary encumbrances and

28 other exceptions to good and clear title, subject only to the following permitted

conditions of title ("Permitted Title Exceptions"):

- 22 A. The applicable zoning, building and development regulations of any municipality,
- 23 county, state or federal jurisdiction affecting the Property.
- 24 B. Those non-monetary exceptions not objected to by BUYER within ten (10)
- 25 business days after the date BUYER receives the title commitment and legible
- 26 copies of all instruments noted as exceptions therein. If BUYER "unconditionally
- 27 disapproves" any such exceptions Escrow will thereupon terminate, all funds
- 28 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

1 SELLER'S best efforts to cause such exceptions to be removed by the Close of
 2 Escrow. If such conditionally disapproved non-monetary exceptions are not
 3 removed by the Close of Escrow, BUYER may, at BUYER'S option, either accept
 4 the Property subject to such exceptions, or terminate the Escrow and receive a
 5 refund of all funds deposited into Escrow (less BUYER'S share of escrow
 cancellation charges), if any, and this Agreement will thereupon be of no further
 force or effect. At the Close of Escrow, BUYER'S easement interest in the
 Property will be free and clear of all monetary liens and monetary encumbrances.

6 C. Taxes: Current fiscal year, including personal property tax, if any, and any
 7 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and
 8 Taxation Code of the State of California. All other taxes owed whether presently
 current or delinquent are to be CURRENT at the Close of Escrow.

9 D. Quasi-public utility, public utility, public alley, public street easements and rights
 10 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,
 including the right to remove and dispose of improvements, shall commence upon the
 close of escrow.

13 7. REPRESENTATIONS OF SELLER. SELLER makes the following representations:
 14

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

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

20 C. Until the Close of Escrow, SELLER shall maintain the Property in current
 21 condition and state of repair and maintenance, and shall perform all of its
 obligations under any service contracts or other contracts affecting the Property.

22 D. SELLER has good and marketable title to the Property. SELLER has no actual
 23 knowledge of any unrecorded or undisclosed legal or equitable interest in the
 24 Property owned or claimed by anyone other than SELLER. SELLER has no
 25 knowledge that anyone will, at the Closing, have any right to possession of the
 26 Property, except as disclosed by this Agreement or otherwise in writing to
 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the
 27 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

1 impair SELLER'S title to any of the Property.

2 E. To the best of SELLER'S knowledge, neither the execution of this Agreement nor
3 the performance of the obligations herein will conflict with, or breach any of the
4 provisions of any bond, note, evidence of indebtedness, contract, lease or other
 agreement or instrument to which the Property may be bound.

5 F. SELLER represents that until the Close of Escrow, SELLER shall, upon learning
6 of any fact or condition that would cause any of the representations in this Section
7 7 not to be true as of closing, immediately give written notice of such fact or
 condition to BUYER.

8 G. SELLER represents the Property was cited by Riverside County Department of
9 Environmental Health for non-compliance with County Ordinance 457: use of
10 the Property as a non-permitted solid waste disposal site. Abatement and clean-
11 up orders were issued, and a Lien against the Property as Notice of Pendency of
12 Administrative Action recorded by the County as Instrument No. 1994-234707.
13 Remediation was completed as documented by a Bryant Geo-Environmental, Inc.
14 report of March 28, 2007, Project No. 97-292A. The County DEH fully released
15 the Notice of Pendency, Case No. AA 259-94 recorded by Instrument No. 1994-
 326109. The Bryant report acknowledges that while most of the waste was
 removed, likely some remains. Also an unknown volume and distribution of un-
 compacted earth fill is associated with the prior non-permitted solid waste
 disposal activities and the remediation thereof. BUYER acknowledges and agrees
 to purchase the Property in "AS IS" condition.

16 H. This Agreement and the performance of SELLER'S obligations under it and all
17 documents executed by SELLER that are to be delivered to BUYER at the
18 Closing are, or on the Closing Date will be, duly authorized, executed, and
19 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and
20 binding obligations of SELLER, and do not, and on the Closing Date will not,
21 violate any provision of any agreement or judicial order to which SELLER is a
22 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
 good standing under the laws of the State of California.

23 8. REPRESENTATIONS OF BUYER. BUYER hereby represents the following; it being
24 expressly understood and agreed that all such representations are to be true and correct as
25 of the Close of Escrow and shall survive the Close of Escrow:

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

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

5 9. CLOSING CONDITIONS.

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

- 8 1) SELLER shall convey to BUYER marketable title to the Property by
9 execution and delivery with Escrow Holder a duly executed and
10 acknowledged Grant Deed in the form attached to this Agreement as
11 Exhibit "C", ("Deed") by this reference incorporated herein.
- 12 2) SELLER must have delivered to Escrow the documents and funds it is
13 required to deliver through Escrow at Closing.
- 14 3) The physical condition of the Property must be substantially the same on
15 the Closing Date as on the Effective Date, reasonable wear and tear
16 excepted.
- 17 4) All necessary agreements and consents of all parties to consummate the
18 transaction contemplated by this Agreement will have been obtained and
19 furnished by SELLER to BUYER.
- 20 5) Such proof of SELLER'S authority and authorization to enter into and
21 perform under this Agreement, and such proof of power and authority of
22 the individuals executing or delivering any instruments, documents, or
23 certificates on behalf of SELLER to act for and bind SELLER as may
24 reasonably be required by BUYER or the Escrow Holder.

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

27 B. SELLER'S obligation to sell the Property is expressly conditioned on the
28 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.

1 C. BUYER and SELLER agree to execute and provide any additional instruments or
2 other documents as may be necessary to complete this transaction. BUYER and
3 SELLER hereby agree to cooperate with the execution of all instruments or other
4 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.

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

7 A. SELLER shall pay or be charged:

- 8 1) All costs associated with removing any debt encumbering the Property;
- 9 2) All costs associated with SELLER'S broker representation, including
10 commission;
- 11 3) All costs associated with SELLER'S attorney fees; and
- 12 4) SELLER'S share of prorations, if any.

13 B. BUYER shall pay or be charged:

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

19
20 C. Prorations. All receipts and disbursements of the Property will be prorated as of
21 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase
Price will be adjusted on the following basis:

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

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Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.

2) Utility Deposits. SELLER will notify all utility companies servicing the Property of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER. SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.

3) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the 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 applicable. The obligations of the parties pursuant to this Section 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

11. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue the Title 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. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his designee, serves as the representative on behalf of BUYER for the purpose of 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. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight 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:

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SELLER: Katherine Gail Freese
Patricia Freese MacCormack
Theresa Ann Freese
10144 Canyon County Lane
Escondido, CA 92026-6128

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

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

ESCROW HOLDER: Lawyers Title Insurance Company
Attention: Debbie Strickland
3480 Vine Street
Riverside, CA 92507

14. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694. BUYER shall be charge for the cost of the Natural Hazard Disclosure Statement pursuant to Section 10.B.3
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.

- 1 C. Further Instructions. Each party agrees to execute such other and further escrow
2 instructions as may be necessary or proper in order to consummate the transaction
3 contemplated by this Agreement.
- 4 D. Amendments. Any amendments to this Agreement shall be effective only in
5 writing and when duly executed by both the BUYER and SELLER and deposited
6 with Escrow Holder.
- 7 E. Applicable Law. This Agreement shall be construed and interpreted under, and
8 governed and enforced according to the laws of the State of California. Venue for
9 any proceeding related to this Agreement shall be in the County of Riverside.
- 10 F. Entire Agreement. This Agreement contains the entire agreement between the
11 undersigned parties respecting the subject matter set forth herein, and expressly
12 supersedes all previous or contemporaneous agreements, understandings,
13 representations, or statements between the parties respecting said subject matter
14 (whether oral or in writing). No person is authorized to make, and by execution
15 hereof SELLER and BUYER acknowledge that no person has made, any
16 representation, warranty, guaranty or promise except as set forth herein; and no
17 agreement, statement, representation or promise made by any such person which
18 is not contained herein shall be valid or binding on SELLER or BUYER.
- 19 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
20 benefit of the heirs, executors, administrators, successors and assigns of the
21 parties hereto.
- 22 H. Time of Essence. The parties acknowledge that time is of the essence in this
23 Agreement, notwithstanding anything to the contrary in the Escrow Company's
24 general Escrow instructions.
- 25 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
26 specific provisions of this Agreement is intended to be exclusive of any other
27 remedy and each and every remedy shall be cumulative and shall be in addition to
every other remedy given hereunder or now or hereafter existing at law or in
equity or by statute or otherwise.
- 28 J. Interpretation and Construction. The parties agree that each party has reviewed
this Agreement and that each has had the opportunity to have their legal counsel
review and revise this Agreement and that any rule of construction to the effect
that ambiguities are to be resolved against the drafting party shall not apply in the
interpretation of this Agreement or any amendments or Exhibits thereto. In this
Agreement the neutral gender includes the feminine and masculine, and singular
number includes the plural, and the words "person" and "party" include
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 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 is in fact represented in this sale, upon and only upon the Closing, SELLER shall pay a commission to SELLER'S Broker as may be set forth in a separate written agreement between SELLER and SELLER'S Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by SELLER. If BUYER is in fact represented in this sale, upon and only upon the closing, BUYER shall pay a commission to BUYER'S Broker as may be set forth in a separate written agreement between BUYER and BUYER'S Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by BUYER. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by SELLER'S Broker or any person 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 15.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.

15. 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.

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16. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the four (4) transacting parties.

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

3 MAILING ADDRESS OF SELLER

4 Katherine Gail Freese
5 Patricia Ellen Freese MacCormack
6 Theresa Ann Freese
7 10144 Canyon County Lane
8 Escondido, CA 92026-6128

SELLER:

By: Katherine Gail Freese
KATHERINE GAIL FREESE

MAY 9, 2014
Date

8 By: Patricia Ellen Freese MacCormack
9 PATRICIA FREESE MACCORMACK

By: Theresa Ann Freese
THERESA ANN FREESE

May 10, 2014
Date

MAY 10, 2014
Date

12 **RECOMMENDED FOR APPROVAL**

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

14
15 By: Warren D. Williams
16 WARREN D. WILLIAMS
17 General Manager-Chief Engineer

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

19 **APPROVED AS TO FORM:**

ATTEST:

20 Pamela J. Walls
21 County Counsel

Kecia Harper-Ihem
Clerk of the Board

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

By: Karen Dayton
Deputy

(Seal)

26 BAF:mr:rlp
05/01/14

Exhibit "A"

**Temescal Creek – Foster Road Storm Drain
Parcel 2493-2**

All of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.



A handwritten signature in black ink, appearing to read "William R. Hofferber Jr.", written over a horizontal line.

WILLIAM R. HOFFERBER JR.

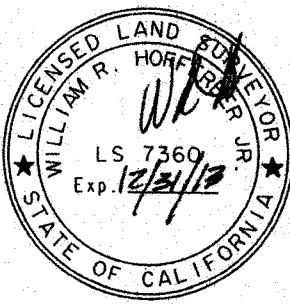
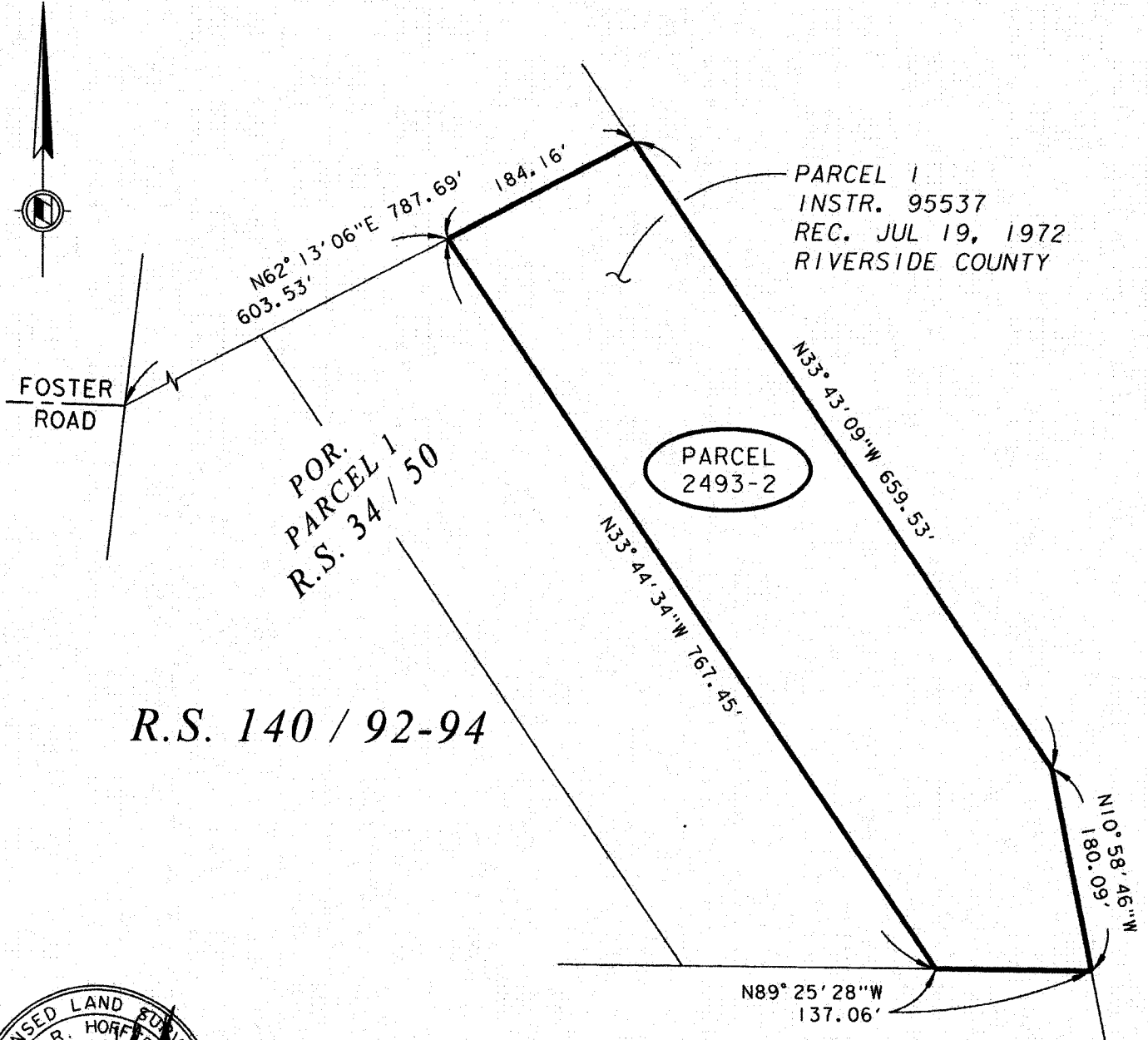
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 22 Aug, 2013

Exhibit "B"

ALL OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



William R. Hoffer
 DATE: 22 AUG. 2013

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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 2493-2	NO SCALE	DAB
		AUG-12-2013	SHEET NO. 1 OF 1