

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

709B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 7, 2014

SUBJECT: Adopt Resolution No. F2014-41 Authorization to Purchase Fee Simple Interests in Real Property located in the City of Menifee, County of Riverside, State of California; Assessor's Parcel Numbers 331-150-025 and 331-140-019; CEQA Finding of Nothing Further is Required - Romoland MDP Line A Stage 4 Project; [\$484,500] District 3/District 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. The purchase of the fee simple interests in real property described herein was found not to have a significant effect on the environment and nothing further is required because these acquisitions were adequately analyzed in an earlier certified Environmental Impact Report (SCH#2003111131) and an Addendum dated August 2014 for the Romoland MDP Line A, Stage 4 Project; and
2. Adopt Resolution No. F2014-41, Authorization to Purchase Fee Simple Interests in Real Property located in the City of Menifee in County of Riverside, State of California, Assessor's Parcel Numbers 331-150-025 and 331-140-019, also referred to as RCFC Parcel Nos. 4310-18 and 4310-17A by Grant Deeds for the Romoland MDP Line A, Stage 4 Project; and

Continued on page 2

BACKGROUND:
Summary

PVV:rlp
163550

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	\$ 484,500	\$ N/A	\$ 484,500	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 484,500	\$ N/A	\$ 484,500	\$ N/A	

SOURCE OF FUNDS: Romoland MDP Line A 540040 25140 947460 LAND	Budget Adjustment: Yes
	For Fiscal Year: 14/15

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 Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: None
Disqualify: Ashley
Date: October 7, 2014
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.: 11.2 9/9/2014 | District: 3rd/3rd | Agenda Number:

11-3

FORM APPROVED COUNTY COUNSEL
DATE 9/23/14
BY: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
DATE 9/24/14
BY: JEANINE J. REY

A-30 Positions Added
4/5 Vote Change Order

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

FORM 11: Adopt Resolution No. F2014-41 Authorization to Purchase Fee Simple Interests in Real Property located in the City of Menifee, County of Riverside, State of California; Assessor's Parcel Numbers 331-150-025 and 331-140-019; CEQA Finding of Nothing Further is Required - Romoland MDP Line A Stage 4 Project; [\$484,500] District 3/District 3

DATE: October 7, 2014

PAGE: Page 2 of 3

RECOMMENDED MOTION Contd.

3. Approve the Agreement for Purchase and Sale of Real Property between the District and Julian and Clementina Rubalcaba for land with APN 331-150-025 and the Agreement for Purchase and Sale of Real Property between the District and Ramiro and Guadalupe Rubalcaba for land with APN 331-140-019) and authorize the Chairman of the Board to execute said Agreements on behalf of the District; and
4. Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; and
5. Authorize the General Manager-Chief Engineer, or his designee, to execute any other related documents and administer all actions necessary to complete this transaction; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval of the purchase of real property.

BACKGROUND:

Summary (continued)

The Homeland Master Drainage Plan (Revision No.1), Romoland Master Drainage Plan (Revision No.1), and Homeland/Romoland Area Drainage Plan Final Environmental Impact Report (FEIR) SCH 2003111131 was certified by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District (District) on March 28, 2006, and the Project was approved. The FEIR, identified as "Proposed Phase I Facilities", were expected to be constructed over the next few years. Since that time, final design was completed and regulatory permit authorizations were obtained by a private corporation for the construction of Proposed Phase I Facilities ("Approved Project"). Except for some interim excavation, the construction of the Approved Project by the private corporation was delayed and will now be constructed by District. The Project consists of the construction, operation, and maintenance of the following facilities which were included in the Approved Project: Romoland MDP Line A, Romoland MDP Line A-2, Romoland MDP Line A-3, Homeland MDP Briggs Road Basin, Homeland MDP Line 1, and Homeland MDP Juniper Flats Basin. The Approved Project will begin just upstream of I-215 and terminate northeast of the intersection of Juniper Flats Road and Falcon View Lane. The Approved Project length is approximately 41,000 lineal feet and consists of open channels; underground reinforced concrete boxes/reinforced concrete pipes and two basins. The Approved Project will convey runoff from the hills northeast of Romoland and flows emanating from the Homeland area starting upstream in the vicinity of Juniper Flats area and serve as an outlet to such storm runoff.

Acquisition of the real property interests needed to further implement the Approved Project have been negotiated with property owners as described below located across Dawson Road from each other. District staff recommends approval of 1) a certain Agreement for the Purchase and Sale of Real Property between Julian and Clementina Rubalcaba for fair market value consideration of \$233,500.00 to acquire fee simple interests in real property with Assessor's Parcel Number 331-150-025, also referred to as District RCFC Parcel No. 4310-18 and known as 26450 Dawson Road, Menifee, California 92585 and 2) an Agreement for the Purchase and Sale of Real Property between Ramiro and Guadalupe Rubalcaba for fair market value consideration of \$231,000.00 to acquire fee simple interests in real property with Assessor's Parcel Number 331-140-019, also referred to as District RCFC Parcel No. 4310-17A and known as 26395 Dawson Road, California 92585, plus an additional \$20,000.00 for title insurance policy, escrow fees and associated costs. Each property consists of approximately 2.39± acres or 104,108 sq. ft.± of land and each is improved with a modular single family residence with approximately 1,200 and 1,248 sq. ft. of living area along with ancillary site improvements.

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

FORM 11: Adopt Resolution No. F2014-41 Authorization to Purchase Fee Simple Interests in Real Property located in the City of Menifee, County of Riverside, State of California; Assessor's Parcel Numbers 331-150-025 and 331-140-019; CEQA Finding of Nothing Further is Required - Romoland MDP Line A Stage 4 Project; [\$484,500] District 3/District 3

DATE: October 7, 2014

PAGE: Page 3 of 3

This action is necessary to construct the flood control improvement of Romoland MDP Line A, Stage 4 Project which will alleviate potential property damage to the immediate area as well as reduce the catastrophic risk of the local citizens.

Resolution No. F2014-41 and both Agreements for the Purchase and Sale of Real Property have been approved as to form by County Counsel.

Staff has reviewed the proposed acquisition 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 Final Environmental Impact Report ("EIR") (SCH# 2003111131) certified on March 28, 2006 and Addendum considered on September 9, 2014 (Agenda Item 11-2, Resolution No. F2014-40) by the Board of Supervisors for the Riverside County Flood Control and Water Conservation District and any potential impacts have been avoided or mitigated to less than significant pursuant to that earlier EIR and Initial Study/Addendum. The potential environmental effects of the Romoland MDP, Line A, Stage 4 project were fully studied in EIR and the Initial Study/Addendum. Based upon the findings and conclusions incorporated therein the earlier environmental documentation, District staff determined that none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR have occurred for the acquisition project. Acquiring the real property interests will not result in any new significant environmental effects not identified in the EIR and Initial Study/Addendum. The actions will not substantially increase the severity of the environmental effects identified in the EIR and Initial Study/Addendum, 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 above described purchase of real property is a subsequent discretionary action related to the previously approved project.

Impact on Residents and Businesses

The implementing of this flood channel improvement will minimize the flooding to the immediate area of the Riverside County, specifically to the residents in the City of Menifee.

ATTACHMENTS (if needed, in this order):

Resolution No. F2014-41

Agreement for Purchase and Sale of Real Property with Julian and Clementina Rubalcaba

Agreement for Purchase and Sale of Real Property with Ramiro and Guadalupe Rubalcaba

Exhibits "A" Legal Descriptions and "B" Plat Maps for each PSA concerning APNs 331-150-025 and 331-140-019, respectively

Notice of Determination

1 **BOARD OF SUPERVISORS**

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

2
3 **RESOLUTION NO. F2014-41**

4 **AUTHORIZATION TO PURCHASE FEE SIMPLE INTERESTS IN REAL PROPERTY**
5 **LOCATED IN THE CITY OF MENIFEE IN THE**
6 **COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**
7 **ROMOLAND MDP LINE A STAGE 4**
8 **PROJECT NO. 4-0-00310**
9 **ASSESSOR'S PARCEL NUMBERS 331-150-025 AND 331-140-019**

10 WHEREAS, the Riverside County Flood Control and Water Conservation District
11 ("District"), pursuant to a certain cooperative agreement with the County of Riverside, the City
12 of Perris and the City of Menifee is responsible for acquiring right of way, property interests and
13 temporary construction easements necessary for the Romoland Master Drainage Plan ("MDP"),
14 Line A, Stage 4 Project for the purpose of constructing, inspecting, maintaining and operating
15 flood control facility improvements to prevent flooding and to improve drainage in the area; and

16 WHEREAS, on September 9, 2014, the Board of Supervisors for the Riverside County
17 Flood Control and Water Conservation District ("Board"), acting as lead agency, at a public
18 notice meeting, pursuant to the California Environmental Quality Act ("CEQA"), reviewed and
19 considered an Addendum prepared to address minor changes and/or additions that Line A, Stage
20 4 makes to the Proposed Phase I Facilities previously analyzed in the certified FEIR (SCH#
21 2003111131) and addresses changes in circumstances since the FEIR was certified on March 28,
22 2006 ("Documents"); and

23 WHEREAS, the District desires to acquire from Julian and Clementina Rubalcaba and
24 Ramiro and Guadalupe Rubalcaba (collectively the "Sellers") and the Sellers desire to sell to the
25 District certain fee simple interests in real property located in the City of Menifee, County of
26 Riverside, State of California and as further described below; and

27 WHEREAS, the District, as lead agency for CEQA purposes, has subsequent approvals
28 for the Romoland MDP Line A, Stage 4 Project, such as authorizing the acquisition of the
aforementioned fee interests in real property, located in the City of Menifee, County of

FORM APPROVED COUNTY COUNSEL
BY:  TIFANY NORTH
DATE: 10/23/14

1 Riverside, State of California in order to implement the Romoland MDP Line A, Stage 4 Project;
2 and

3 WHEREAS, the acquisition of the fee simple interests in real property project is a
4 subsequent discretionary action contemplated for the Romoland MDP Line A, Stage 4 Project
5 and was analyzed in the Documents; and

6 WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

7 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by vote of
8 the Board of Supervisors of the Riverside County Flood Control and Water Conservation District
9 ("Board") in regular session assembled on October 7, 2014, in the meeting room of the Board of
10 Supervisors of the District located on the 1st Floor of the County Administrative Center, 4080
11 Lemon Street, Riverside, California, that this Board, based upon the evidence and testimony
12 presented on the matter, both written and oral, including the Documents, as it relates to the
13 acquisition project has determined the following:

14 1. The Board has evaluated the proposed acquisition of the fee interests in real
15 property from private parties and determined the proposed acquisition is consistent and included
16 in all substantive respects with the Romoland MDP Line A, Stage 4 Project approved by the
17 District; and

18 2. Based on the review of the Documents, the environmental impacts of the
19 acquisition project have been sufficiently assessed in the Documents and has determined that it
20 would not have a significant effect on the environment based upon substantial evidence in light
21 of the whole record; and

22 3. There are no substantial changes in the Romoland MDP Line A, Stage 4 Project,
23 including this acquisition project, no substantial changes in circumstances, or no new
24 information which would require the preparation of subsequent negative declaration or other
25 environmental assessment/documentation, pursuant to CEQA and Section 15162 of the CEQA
26 Guidelines; and

27 4. Nothing further is required and no new environmental documentation is warranted
28 because; a) all potentially significant impacts of the project have been adequately analyzed in an

1 earlier EIR and Initial Study/Addendum pursuant to legal standards; b) all potentially significant
2 effects of the project have been avoided or mitigated pursuant to the earlier EIR and Initial
3 Study/Addendum; c) the project will not result in any new significant environmental effects not
4 identified in the earlier EIR and Initial Study/Addendum; d) the project will not substantially
5 increase the severity of the environmental effects identified in the earlier EIR and Initial
6 Study/Addendum; e) no considerably different mitigation measures have been identified; and f)
7 no mitigation measures found infeasible have become feasible; therefore the Board hereby
8 approves the acquisition project.

9
10 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by vote of the Board,
11 that this Board authorizes the purchase, at or after 10:30 a.m., of that certain fee simple interests
12 in real properties located in the City of Menifee, County of Riverside, State of California,
13 consisting of two parcels each with approximately 2.39± acres of land with certain residential
14 improvements, one with Assessor's Parcel Number 331-150-025 also referred to as RCFC Parcel
15 No. 4310-18 and known as 26450 Dawson Road, Menifee, California and the other with
16 Assessor's Parcel Number 331-140-019, also referred as RCFC Parcel No. 4310-17A and known
17 as and 26395 Dawson Road, Menifee, California, more particularly described on the respective
18 exhibits, Exhibits "A" and "B", attached hereto and by this reference incorporated herein, for the
19 respective purchase price of \$233,500.00 and \$231,000.00, plus an additional \$20,000.00 for title
20 insurance policies, escrow fees and associated cost to consummate this transaction.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement
22 for Purchase and Sale of Real Property between the District and Julian and Clementina
23 Rubalcaba and the Agreement for Purchase and Sale of Real Property between the District and
24 Ramiro and Guadalupe Rubalcaba are hereby approved and the Chairman of the Board of
25 Supervisors of the District is authorized to execute said Agreements on behalf of the District.

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

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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 properties and any transactions.

ROLL CALL:

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

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.

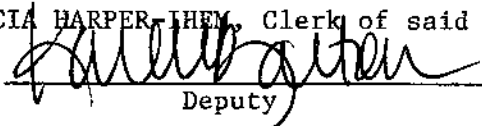
KECIA HARPER-IHEM, Clerk of said Board
By 
Deputy

Exhibit "A"

**Romoland MDP Line A Stage 4
Parcel 4310-17A**

All of Parcel 2 of Parcel Map Book No. 12337 as shown on Parcel Map Book 67, Page 94, records of Riverside County, State of California, located within the city of Menifee, county of Riverside, State of California.

Containing 2.39 acres, more or less.



William R. Hofferber Jr.

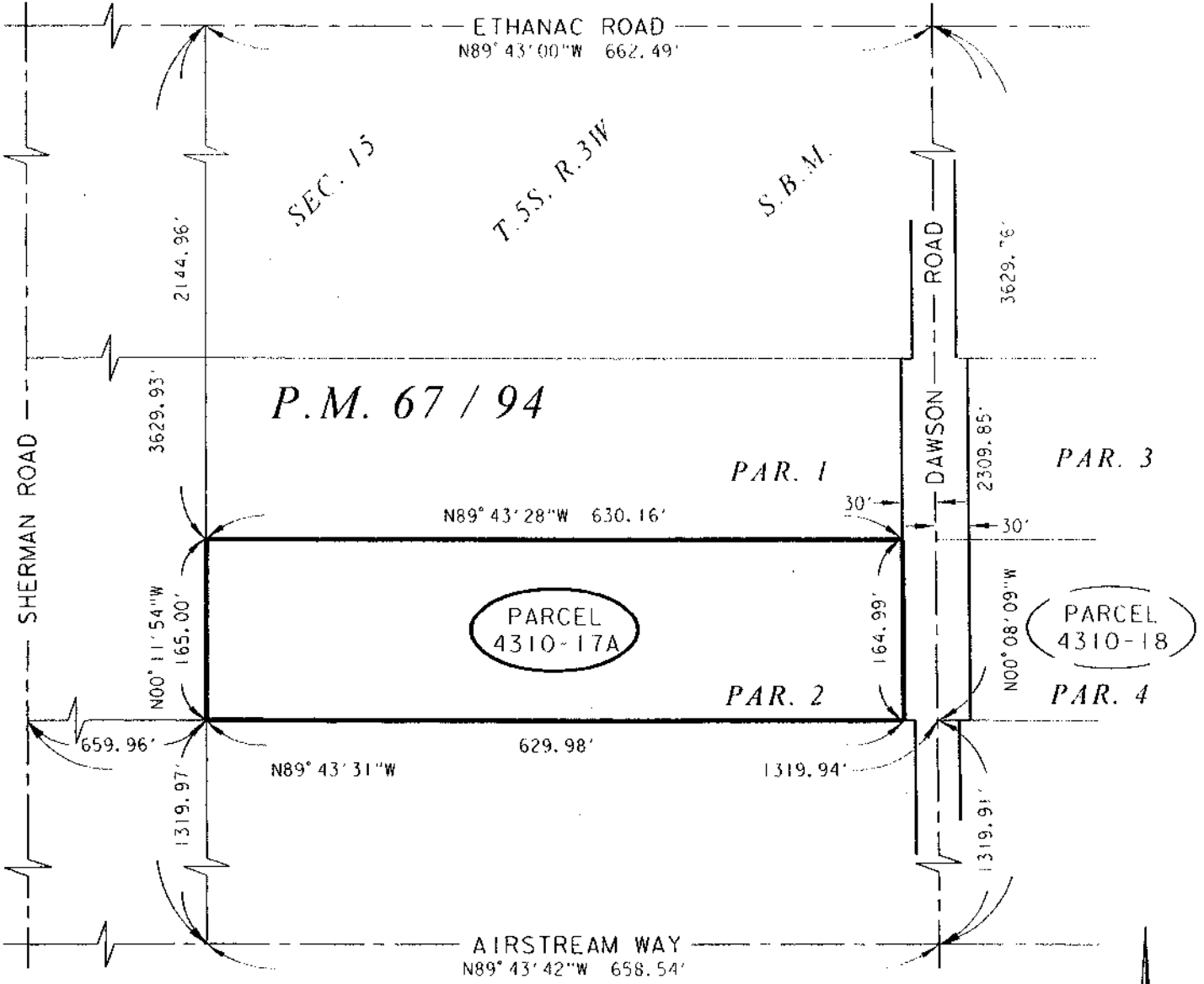
WILLIAM R. HOFFERBER JR.

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

Date: 02 JULY, 2014

Exhibit "B"

ALL THAT PORTION OF PARCEL 2 OF PARCEL MAP BOOK NO. 12337 AS SHOWN ON PARCEL MAP BOOK 67 PAGE 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



William R. Hoff
 DATE: 02 JULY, 2014



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

PROJECT NAME: ROMOLAND MDP LINE A STAGE 4

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 4310-17A	SCALE: NO SCALE	PREPARED BY: DAC
		JUN-17-2014	SHEET NO. 1 OF 1

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: Kris Flanigan
Phone: 951.955.8581

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

Lead Agency (if different from above)

10/9/14 Date
KD Initial
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

Project Title: Purchase Fee Simple Interests in Real Property (Purchase) for Romoland MDP Line A, Stage 4 (Project)

Project Location (include county)

The proposed property Purchase location area is generally bounded to the north by Ethanac Road, to the east by Antelope Road, to the south by Airstream Way and to the west by Sherman Road in the city of Menifee within Riverside County.

Project Description

The proposed Purchase is for the acquisition of fee interests in real property over land within APNs 331-150-025 and 331-140-019 by Grant Deed from private land owners ("Purchase Project" for reference purposes herein). This Purchase Project is a subsequent discretionary action to further the Romoland MDP Line A, Stage 4 Project ("Line A Stage 4 Project"), where the Riverside County Flood Control and Water Conservation District, acting as lead agency for California Environmental Quality Act purposes, is responsible for acquiring any real property interest necessary to complete the Line A Stage 4 Project. The current District action is limited to the purchase of fee simple interests of APNs 331-150-025 and 331-140-019 for flood control purposes for the Line A Stage 4 Project.

This is to advise that the Riverside County Flood Control and Water Conservation District (Lead Agency) has approved the above described project on September 30, 2014 and has made the following findings and determinations regarding the above described purchase of certain interests in real property:

1. The Purchase Project will not have a significant effect on the environment.
2. A Final Environmental Impact Report (EIR) and Addendum (SCH No. 2003111131) were prepared for the Line A Stage 4 Project pursuant to the provisions of CEQA and the Addendum was considered on September 9, 2014, Agenda Item 11-2 with Resolution No. F2014-40.
3. Mitigation measures were made a condition of the approval of the Line A Stage 4 Project.
4. The Purchase Project will not result in any new significant environmental effects not identified in the EIR and Initial Study/Addendum (SCH No. 2003111131); will not substantially increase the severity of the environmental effects identified in the EIR and Initial Study/Addendum; 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 because the Purchase Project was adequately analyzed in the earlier environmental documentation.

This is to certify that the previously adopted EIR and Initial Study/Addendum and the record of Project approval are available to the General Public at: The Office of the Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.

Kris Flanigan
Signature (Public Agency)

Board Assistant
Title

10/9/14
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

OCT 07 2014 11-3

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 9/22/2014 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25140
DEPT ID: 947460 PROGRAM: _____

AMOUNT: \$50.00

REF:

CEQA POSTING FOR ROMOLAND MSP LINE A STAGE 4
PROJECT # 224-4-8-00310-04-30-0000-000 224 44101

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

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY:

DARRYLENN PRUDHOLME-BROCKINGTON

PRESENTED BY:

KRIS FLANIGAN
RANDY SHEPPEARD EXT X 51306

CONTACT:

DARRYLENN PRUDHOLME-BROCKINGTON EXT 58357

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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

1 APN 331-150-025
Project: Romoland MDP Line A Stage 4
2 Project No. 4-0-00310
RCFC Parcel No.4310-18
3

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

5
6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
("Agreement"), is entered into this 28th day of August, 2014 by and between
7 the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT, a body politic, (hereinafter called "DISTRICT" or "BUYER") and JULIAN
8 RUBALCABA AND CLEMENTINA RUBALCABA, HUSBAND AND WIFE AS JOINT
TENANTS, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of
9 certain real property interests for the Romoland MDP Line A Stage 4 (hereinafter called
"PROJECT").
10

11 **RECITALS**

- 12 A. SELLER is the owner of certain real property located in the unincorporated portion of
the County of Riverside, State of California, consisting of approximately 2.39± acres of
13 land, commonly known as 26450 Dawson Road, Menifee, California 92585, and
identified with Assessor's Parcel No. 331-150-025, and the related improvements,
14 appurtenances and certain related personal and intangible property.
15 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
16 described herein.

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

18 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,
19 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
20 consideration set forth in this Agreement, the following interests in certain real
property, located in Riverside County, California, and is currently designated with
21 Riverside County Assessor's Parcel No. 331-150-025.

- 22 A. The Fee Title which affects a section of land that will hereinafter be referred to as
23 "Parcel 4310-18". Said section of land contains approximately 104,108± square
feet. Improvements on said land include a modular single family residence with
24 1,200 square feet of living area, fencing, graded drive, flatwork, dual carports,
covered patio, and several portable improvements.
25

26 Said above-listed interests in real property will hereinafter be collectively referred to as
the "Property".
27

28 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).

OCT 07 2014 11-3

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

4 TWO HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS
5 (\$233,500.00)

6 Said Purchase Price shall be payable in cash at the Close of Escrow and in accordance
7 with this Agreement.

- 8 3. SELLER agrees and acknowledges that the Purchase Price to be paid to SELLER by
9 BUYER pursuant to this Agreement is full and complete consideration for the Property
10 and all claims of damage that may have arisen by any such voluntary acquisition and
11 the public project for which this property or interest conveyed is purchased and
12 SELLER shall not seek compensation for diminution in value for the Property or any
13 interest associated with the Property or any remainder property. Such consideration
14 includes the value of the parcel acquired, including all improvements thereon, described
15 in the Agreement; for all severance or other damages of every kind or nature; and for
16 any relocation benefits received by or that may be claimed by SELLER by reason of
17 BUYER acquiring the property for its use for the Project. SELLER hereby agrees and
18 consents to the release and full discharge of BUYER of and from all manner of action,
19 causes of action, claims, contracts or demands whatsoever in law or in equity, including
20 but not limited to, the dismissal of any eminent domain action which has been or may
21 be commenced by BUYER in the Superior Court of Riverside County to condemn said
22 land, and waives any and all claim to money that has been or may be deposited in court
23 in such case or to 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 Lawyers Title ("Escrow") to
 2 accommodate the transaction contemplated by this Agreement. For purposes of this
 3 Agreement, Opening of Escrow means the date on which Escrow Holder receives a
 4 fully executed original of this Agreement. The parties shall open an escrow within five
 5 (5) business days of the date on which this Agreement is fully executed by the parties.
 6 Close of Escrow means the date on which the Deed is recorded in the Official Records
 7 of the County of Riverside. The Close of Escrow will be as soon as possible after the
 8 Opening of Escrow, but in no event shall the Close of Escrow be later than one hundred
 9 eighty (180) days after the Opening of Escrow. The parties hereto shall execute and
 10 deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may
 11 reasonably be required to consummate the transaction contemplated by this Agreement.
 12 Any such instructions shall not conflict, amend or supersede any provisions of this
 13 Agreement; this Agreement shall control unless the parties expressly agree in writing
 14 otherwise. The Escrow Instructions shall include the following terms and conditions for
 15 disbursements and other actions by Escrow Holder of this sale which shall occur at the
 16 Close of Escrow:

- 17 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with
 18 Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or
 19 credit all items chargeable to the account of SELLER and/or BUYER pursuant
 20 to Sections 6 and 11; b) disburse the balance of the Purchase Price to SELLER;
 21 and, (c) disburse any excess proceeds deposited by BUYER to BUYER.
- 22 B. Recording. Cause the Deed to be recorded with the County Recorder and
 23 obtain conformed copies thereof for distribution to BUYER and SELLER.
- 24 C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.
- 25 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any
 26 other documents (or copies thereof) deposited into Escrow by SELLER.
 27 Deliver to SELLER any other documents (or copies thereof) deposited into
 28 Escrow by BUYER.
- E. All time limits within which any matter herein specified is to be performed may
 be extended by mutual agreement of the parties hereto. Any amendment of, or
 supplement to, any instructions must be in writing.

22 6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title of
 23 California (the "Escrow Holder") shall obtain and issue a title commitment for the
 24 Property. Escrow Holder will also request two copies each of all instruments identified
 25 as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder
 26 will deliver these instruments and the title commitment to BUYER and SELLER.
 27 Escrow Holder will insure BUYER'S fee title to the Property, which is described above
 28 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
8 BUYER'S share of escrow cancellation charges) and this Agreement will be in
9 no further force or effect. If BUYER "conditionally disapproves" any such
10 exceptions, then SELLER will use SELLER'S best efforts to cause such
11 exceptions to be removed by the Close of Escrow. If such conditionally
12 disapproved non-monetary exceptions are not removed by the Close of Escrow,
13 BUYER may, at BUYER'S option, either accept the Property subject to such
14 exceptions, or terminate the Escrow and receive a refund of all funds deposited
15 into Escrow (less BUYER'S share of escrow cancellation charges), if any, and
16 this Agreement will thereupon be of no further force or effect. At the Close of
Escrow, BUYER'S fee interest in the Property will be free and clear of all
monetary liens and monetary encumbrances.
- 17 C. Taxes: Current fiscal year, including personal property tax, if any, and any
18 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue
19 and Taxation Code of the State of California. All other taxes owed whether
20 presently current or delinquent are to be CURRENT at the Close of Escrow.
- 21 D. Quasi-public utility, public utility, public alley, public street easements and
22 rights of way of record.

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

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

- 25 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
26 legal proceedings or any other proceedings affecting the Property or any portion
27 thereof, at law, or in equity before any court or governmental agency, domestic
or foreign.
- 28 B. To the best of SELLER'S knowledge, there are no encroachments onto the
Property by improvements on any adjoining property, nor do any buildings or
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
20 and representations in this Section 8 not to be true as of closing, immediately
21 give 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 *et seq.* (42 U.S.C. §6903) or (xi) defined as a

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

- 3 H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the
 4 Property is in compliance with all applicable statutes and regulations, including
 environmental, health and safety requirements.
- 5 I. This Agreement and the performance of SELLER'S obligations under it and all
 6 documents executed by SELLER that are to be delivered to BUYER at the
 7 Closing are, or on the Closing Date will be, duly authorized, executed, and
 8 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and
 binding obligations of SELLER, and do not, and on the Closing Date will not,
 9 violate any provision of any agreement or judicial order to which SELLER is a
 party or to which SELLER or the Property is subject. No consent of any partner,
 10 shareholder, creditor, investor, judicial or administrative body, government
 agency, or other party is required for SELLER to enter into and/or to perform
 11 SELLER'S obligations under this Agreement, except as has already been
 obtained. If SELLER is a corporation, it is organized, validly existing, and in
 12 good standing under the laws of the State of California.

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

- 16 A. BUYER has taken all required action to permit it to execute, deliver, and
 perform its obligations under this Agreement.
- 17 B. BUYER has the power and authority to execute and deliver this Agreement and
 18 to carry out its obligations hereunder are, or at the Closing Date will be, legal,
 19 valid, and binding obligations of BUYER and can consummate the transaction
 contemplated herein.

20 10. CLOSING CONDITIONS.

- 21 A. All obligations of BUYER under this Agreement are subject to the fulfillment,
 22 before or at Closing, of each of the following conditions:
- 23 1) SELLER shall convey to BUYER marketable title to the Property by
 24 execution and delivery with Escrow Holder a duly executed and
 acknowledged Grant Deed in the form attached to this Agreement as
 25 Exhibit "C", ("Deed") by this reference incorporated herein.
- 26 2) SELLER must have delivered to Escrow the documents and funds it is
 27 required to deliver through Escrow at Closing.
- 28 3) The physical condition of the Property must be substantially the same on
 the Closing Date as on the Effective Date, reasonable wear and tear
 excepted.

- 1 4) All necessary agreements and consents of all parties to consummate the
2 transaction contemplated by this Agreement will have been obtained and
3 furnished by SELLER to BUYER.
- 4 5) Such proof of SELLER'S authority and authorization to enter into and
5 perform under this Agreement, and such proof of power and authority of
6 the individuals executing or delivering any instruments, documents, or
7 certificates on behalf of SELLER to act for and bind SELLER as may
8 reasonably be required by BUYER or the Escrow Holder.

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

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

- 11 1) BUYER must have delivered the Purchase Price to Escrow.
- 12 2) BUYER must have delivered to Escrow the documents and funds
13 required to consummate this transaction and as specified in this
14 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.

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

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

23 A. SELLER shall pay or be charged:

- 24 1) All costs associated with removing any debt encumbering the Property;
- 25 2) All costs associated with SELLER'S broker representation, including
26 commission;
- 27 3) All costs associated with SELLER'S attorney fees; and
- 28 4) SELLER'S share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;

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

5
6 C. Prorations. All receipts and disbursements of the Property will be prorated as of
7 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase
8 Price will be adjusted on the following basis:

- 9 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER
10 is a public entity and exempt from payment of any real property taxes.
11 There will be no proration of taxes through Escrow. SELLER will be
12 responsible for payment of any real property taxes due prior to the
13 Close of Escrow. In the event any real property taxes are due and
14 unpaid at the Close of Escrow, Escrow Holder is hereby authorized and
15 instructed to pay such taxes from proceeds due the SELLER at the
16 Close of Escrow. SELLER understands that the Tax Collector will not
17 accept partial payment of any installment of the real property taxes due
18 at the Close of Escrow. After the Close of Escrow, the BUYER will
19 file any necessary documentation with the County Tax
20 Collector/Assessor for the property tax exemption. SELLER shall have
21 the right, after the Close of Escrow, to apply for a refund, to the County
22 Tax Collector/Assessor outside of Escrow if eligible to receive such
23 refund and Escrow Holder shall have no liability and/or responsibility
24 in connection therewith.
- 25 2) Utility Deposits. SELLER will notify all utility companies servicing
26 the Property of the sale of the Property to BUYER and will request that
27 such companies send SELLER a final bill, if warranted, for the period
28 ending on the last day before the Close of Escrow. BUYER will be
 responsible for 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 11
 shall survive the Closing and shall not merge into any documents of
 conveyance delivered at Closing.

12. 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

1 Policy, then, and only then, the Escrow Holder will close Escrow by performing all
2 actions instructed to do so in the Escrow Instructions and in accordance with this
3 Agreement.

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

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

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

23 SELLER: Mr. Julian Rubalcaba and
24 Mrs. Clementina Rubalcaba
25 26450 Dawson Road
26 Romoland, California 92585

27 BUYER: Riverside County Flood Control
28 and Water Conservation District
Attention: Patricia V. Villa
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
3480 Vine Street, Suite 300
Riverside, CA. 92507

1 16. MISCELLANEOUS.

- 2 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
3 the time allowed by law a Natural Hazard Disclosure Statement in accordance
4 with California Government Code Sections 8589.3–8589.4 and 51183.5 and
5 Public Resources Code Sections 4136, 2621.9 and 2694.
- 6 B. Default. In the event of a material breach or material default under this
7 Agreement by either the BUYER or SELLER, the non-defaulting party shall
8 have, in addition to all rights available at law or equity, the right to terminate
9 this Agreement and the Escrow for the purchase and sale of the Property, by
10 delivering written notice thereof to the defaulting party and to Escrow Holder,
11 and if the BUYER is the non-defaulting party, the BUYER shall thereupon
12 promptly receive a refund of all prior deposits, if any. Such termination of the
13 Escrow by a non-defaulting party shall be without prejudice to the non-
14 defaulting party's rights and remedies at law or equity.
- 15 C. Further Instructions. Each party agrees to execute such other and further escrow
16 instructions as may be necessary or proper in order to consummate the
17 transaction contemplated by this Agreement.
- 18 D. Amendments. Any amendments to this Agreement shall be effective only in
19 writing and when duly executed by both the BUYER and SELLER and
20 deposited with Escrow Holder.
- 21 E. Applicable Law. This Agreement shall be construed and interpreted under, and
22 governed and enforced according to the laws of the State of California. Venue
23 for any proceeding related to this Agreement shall be in the County of Riverside.
- 24 F. Entire Agreement. This Agreement contains the entire agreement between the
25 undersigned parties respecting the subject matter set forth herein, and expressly
26 supersedes all previous or contemporaneous agreements, understandings,
27 representations, or statements between the parties respecting said subject matter
28 (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.
- G. Successors and Assigns. This Agreement shall be binding upon and inure to the
benefit of the heirs, executors, administrators, successors and assigns of the
parties hereto.
- H. Time of Essence. The parties acknowledge that time is of the essence in this
Agreement, notwithstanding anything to the contrary in the Escrow Company's
general Escrow instructions.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
specific provisions of this Agreement is intended to be exclusive of any other
remedy and each and every remedy shall be cumulative and shall be in addition

1 to every other remedy given hereunder or now or hereafter existing at law or in
2 equity or by statute or otherwise.

3 J. Interpretation and Construction. The parties agree that each party has reviewed
4 this Agreement and that each has had the opportunity to have their legal counsel
5 review and revise this Agreement and that any rule of construction to the effect
6 that ambiguities are to be resolved against the drafting party shall not apply in
7 the interpretation of this Agreement or any amendments or Exhibits thereto. In
8 this Agreement the neutral gender includes the feminine and masculine, and
9 singular number includes the plural, and the words "person" and "party" include
10 corporation, partnership, firm, trust, or association wherever the context so
11 requires. The recitals and captions of the sections and subsections of this
12 Agreement are for convenience and reference only, and the words contained
13 therein shall in no way be held to explain, modify, amplify or aid in the
14 interpretation, construction or meaning of the provisions of this Agreement.

15 K. Counterparts. This Agreement may be executed in counterparts, each of which
16 so executed shall, irrespective of the date of its execution and delivery, be
17 deemed an original, and all such counterparts together shall constitute one and
18 the same instrument.

19 L. Partial Invalidity. If any term or provision of this Agreement shall be deemed
20 to be invalid or unenforceable to any extent, the remainder of this Agreement
21 will not be affected thereby and each remaining term and provision of this
22 Agreement will be valid and be enforced to the fullest extent permitted by law.

23 M. Brokers. SELLER represents and warrants to BUYER that SELLER has not
24 engaged any broker or finder with respect to this Agreement or the transactions
25 contemplated herein. If SELLER is in fact represented in this sale, SELLER
26 shall be solely responsible for payment of a commission to SELLER'S Broker, if
27 such payment is due. SELLER shall defend, indemnify and hold harmless
28 BUYER from and against any and all liabilities, claims, demands, damages, or
costs of any kind (including attorneys' fees, costs and expenses) arising from or
connected with any other broker's or finder's fee or commission or charge
("Broker Claims") claimed to be due by SELLER'S Broker or any person arising
from or by reason of SELLER'S conduct with respect to this transaction. The
provisions of this Section 16.M. shall survive Closing hereunder or earlier
termination of this Agreement.

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

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

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

///
///

[Signature provisions on next page]

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

3 **SELLER:**

JULIAN RUBALCABA

4 Dated: 08-28-14

5 By: Julian Rubalcaba

6 **CLEMENTINA RUBALCABA**

7 Dated: 08-28-14

8 By: Clementina Rubalcaba

9 **BUYER:**

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

10 **RECOMMENDED FOR APPROVAL:**

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

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

18 **APPROVED AS TO FORM:**
19 **GREGORY P. PRIAMOS**
20 **County Counsel**

ATTEST:
KECIA HARPER- IHEM
CLERK OF THE BOARD

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

24 By: Kecia Harper-Ihem
25 **Deputy**

26 **PVV:rlp**
08/26/2014

27 **APN: 331-150-025**
Project: Homeland/Romoland Line A Stage 4
28 **Project No. 4-0-00310**
RCFC Parcel No. 4310-18

Exhibit "A"

Romoland MDP Line A Stage 4
Parcel 4310-18

All of Parcel 4 together with Lot "B" of Parcel Map Book No. 12337 as shown on Parcel Map Book 67, Page 94, records of Riverside County, State of California, located within the city of Menifee, county of Riverside, State of California.

Containing 2.39 net acres, more or less.





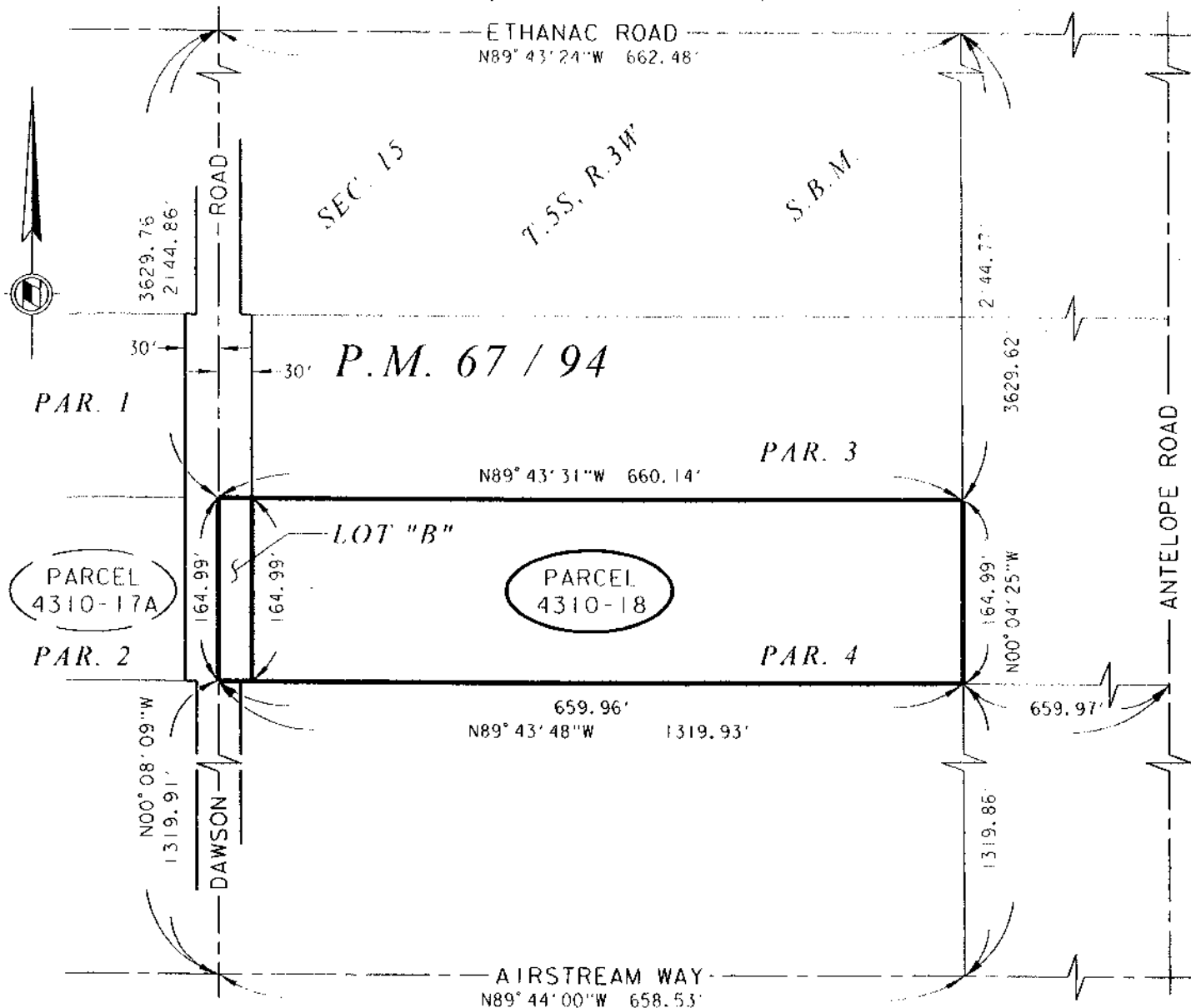
WILLIAM R. HOFFERBER JR.

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

Date: 02 JULY, 2014

Exhibit "B"

ALL THAT PORTION OF PARCEL 4 TOGETHER WITH LOT "B" OF PARCEL MAP BOOK NO. 12337 AS SHOWN ON PARCEL MAP BOOK 67 PAGE 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



William R. Hoff
 DATE: 02 JULY, 2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: ROMOLAND MDP LINE A STAGE 4		SCALE: NO SCALE		PREPARED BY: DAC	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.		RCFC PARCEL NUMBER(S): PARCEL 4310-18		SHEET NO. 1 OF 1	
		JUN-17-2014			

1 APN 331-140-019
 Project: Romoland MDP Line A, Stage 4
 2 Project No. 4-0-00310
 RCFC Parcel No. 4310-17A
 3

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

5
 6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
 ("Agreement"), is entered into this 28th day of August, 2014 by and between
 7 the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
 DISTRICT, a body politic, (hereinafter called "DISTRICT" or "BUYER") and RAMIRO
 8 RUBALCABA AND GUADALUPE RUBALCABA, HUSBAND AND WIFE AS JOINT
 TENANTS, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of
 9 certain real property interests for the Romoland MDP Line A Stage 4 (hereinafter called
 "PROJECT").
 10

11 **RECITALS**

- 12 A. SELLER is the owner of certain real property located in the unincorporated portion of
 the County of Riverside, State of California, consisting of approximately 2.39± acres of
 13 land, commonly known as 26395 Dawson Road, Menifee, California 92585, and
 identified with Assessor's Parcel No. 331-140-019, and the related improvements,
 14 appurtenances and certain related personal and intangible property.
 15
 16 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
 described herein.

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

18 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,
 19 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
 20 consideration set forth in this Agreement, the following interests in certain real
 property, located in Riverside County, California, and is currently designated with
 21 Riverside County Assessor's Parcel No. 331-140-019.

- 22 A. The Fee Title which affects a section of land that will hereinafter be referred to as
 23 "Parcel 4310-17A". Said section of land contains approximately 104,108± square
 feet. Improvements on said land include a modular single family residence with
 24 1,248 square feet of living area, fencing, graded drive, flatwork, and a detached
 garage with approximately 640 square feet.
 25

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

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

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

4 TWO HUNDRED THIRTY-ONE THOUSAND DOLLARS
5 (\$231,000.00)

6 Said Purchase Price shall be payable in cash at the Close of Escrow and in accordance
7 with this Agreement.

- 8 3. SELLER agrees and acknowledges that the Purchase Price to be paid to SELLER by
9 BUYER pursuant to this Agreement is full and complete consideration for the Property
10 and all claims of damage that may have arisen by any such voluntary acquisition and
11 the public project for which this property or interest conveyed is purchased and
12 SELLER shall not seek compensation for diminution in value for the Property or any
13 interest associated with the Property or any remainder property. Such consideration
14 includes the value of the parcel acquired, including all improvements thereon, described
15 in the Agreement; for all severance or other damages of every kind or nature; and for
16 any relocation benefits received by or that may be claimed by SELLER by reason of
17 BUYER acquiring the property for its use for the Project. SELLER hereby agrees and
18 consents to the release and full discharge of BUYER of and from all manner of action,
19 causes of action, claims, contracts or demands whatsoever in law or in equity, including
20 but not limited to, the dismissal of any eminent domain action which has been or may
21 be commenced by BUYER in the Superior Court of Riverside County to condemn said
22 land, and waives any and all claim to money that has been or may be deposited in court
23 in such case or to 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 Lawyers Title ("Escrow") to
 2 accommodate the transaction contemplated by this Agreement. For purposes of this
 3 Agreement, Opening of Escrow means the date on which Escrow Holder receives a
 4 fully executed original of this Agreement. The parties shall open an escrow within five
 5 (5) business days of the date on which this Agreement is fully executed by the parties.
 6 Close of Escrow means the date on which the Deed is recorded in the Official Records
 7 of the County of Riverside. The Close of Escrow will be as soon as possible after the
 8 Opening of Escrow, but in no event shall the Close of Escrow be later than one hundred
 9 eighty (180) days after the Opening of Escrow. The parties hereto shall execute and
 10 deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may
 11 reasonably be required to consummate the transaction contemplated by this Agreement.
 12 Any such instructions shall not conflict, amend or supersede any provisions of this
 13 Agreement; this Agreement shall control unless the parties expressly agree in writing
 14 otherwise. The Escrow Instructions shall include the following terms and conditions for
 15 disbursements and other actions by Escrow Holder of this sale which shall occur at the
 16 Close of Escrow:

- 17 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with
 18 Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or
 19 credit all items chargeable to the account of SELLER and/or BUYER pursuant
 20 to Sections 6 and 11; b) disburse the balance of the Purchase Price to SELLER;
 21 and, (c) disburse any excess proceeds deposited by BUYER to BUYER.
- 22 B. Recording. Cause the Deed to be recorded with the County Recorder and
 23 obtain conformed copies thereof for distribution to BUYER and SELLER.
- 24 C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.
- 25 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any
 26 other documents (or copies thereof) deposited into Escrow by SELLER.
 27 Deliver to SELLER any other documents (or copies thereof) deposited into
 28 Escrow by BUYER.
- E. All time limits within which any matter herein specified is to be performed may
 be extended by mutual agreement of the parties hereto. Any amendment of, or
 supplement to, any instructions must be in writing.

6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title of
 California (the "Escrow Holder") shall obtain and issue a title commitment for the
 Property. Escrow Holder will also request two copies each of all instruments identified
 as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder
 will deliver these instruments and the title commitment to BUYER and SELLER.
 Escrow Holder will insure BUYER'S fee title to the Property, which is described above
 in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of
 Title Insurance in the amount of the Purchase Price ("Policy"). BUYER shall pay for
 the cost of the Policy. The Policy provided for pursuant to this Section 6 will insure
 BUYER'S interest in the Property free and clear of all monetary liens, monetary
 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
8 BUYER'S share of escrow cancellation charges) and this Agreement will be in
9 no further force or effect. If BUYER "conditionally disapproves" any such
10 exceptions, then SELLER will use SELLER'S best efforts to cause such
11 exceptions to be removed by the Close of Escrow. If such conditionally
12 disapproved non-monetary exceptions are not removed by the Close of Escrow,
13 BUYER may, at BUYER'S option, either accept the Property subject to such
14 exceptions, or terminate the Escrow and receive a refund of all funds deposited
15 into Escrow (less BUYER'S share of escrow cancellation charges), if any, and
16 this Agreement will thereupon be of no further force or effect. At the Close of
17 Escrow, BUYER'S fee interest in the Property will be free and clear of all
18 monetary liens and monetary encumbrances.
- 19 C. Taxes: Current fiscal year, including personal property tax, if any, and any
20 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue
21 and Taxation Code of the State of California. All other taxes owed whether
22 presently current or delinquent are to be CURRENT at the Close of Escrow.
- 23 D. Quasi-public utility, public utility, public alley, public street easements and
24 rights of way of record.
- 25 7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
26 the parties hereto that the right of possession and use of the Property by BUYER,
27 including the right to remove and dispose of improvements, shall commence upon the
28 Close of Escrow. Prior to the date that Close of Escrow occurs, SELLER may remove
any or all Personal Property. SELLER shall not cause or create any conditions on the
Property that would be deemed dangerous or create a risk of harm to any person.
SELLER releases BUYER and BUYER shall not be responsible for any and all liability
or claims associated in any way with the acts or omissions by SELLER, including but
not limited to, the resulting condition of the Property, any potential claims by any third
parties for payment.
8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the
following representations and warranties:
- A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
legal proceedings or any other proceedings affecting the Property or any portion
thereof, at law, or in equity before any court or governmental agency, domestic
or foreign.
- B. To the best of SELLER'S knowledge, there are no encroachments onto the
Property by improvements on any adjoining property, nor do any buildings or
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
20 and representations in this Section 8 not to be true as of closing, immediately
21 give 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 *et seq.* (42 U.S.C. §6903) or (xi) defined as a

1 "hazardous substances" pursuant to Section 101 of the Comprehensive
 2 Environmental Response, Compensation, as amended by Liability Act, 42,
 3 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
 21 all such representations and warranties are to be true and correct as of the Close of
 22 Escrow and shall survive the Close of Escrow:

23 A. BUYER has taken all required action to permit it to execute, deliver, and
 24 perform 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.

10. CLOSING CONDITIONS.

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

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

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

3) The physical condition of the Property must be substantially the same on
 the Closing Date as on the Effective Date, reasonable wear and tear
 excepted.

- 1 4) All necessary agreements and consents of all parties to consummate the
2 transaction contemplated by this Agreement will have been obtained and
3 furnished by SELLER to BUYER.
- 4 5) Such proof of SELLER'S authority and authorization to enter into and
5 perform under this Agreement, and such proof of power and authority of
6 the individuals executing or delivering any instruments, documents, or
7 certificates on behalf of SELLER to act for and bind SELLER as may
8 reasonably be required by BUYER or the Escrow Holder.

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

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

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

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

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

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

27 A. SELLER shall pay or be charged:

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

 B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;

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

5
6 C. Prorations. All receipts and disbursements of the Property will be prorated as of
7 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase
8 Price will be adjusted on the following basis:

9 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER
10 is a public entity and exempt from payment of any real property taxes.
11 There will be no proration of taxes through Escrow. SELLER will be
12 responsible for payment of any real property taxes due prior to the
13 Close of Escrow. In the event any real property taxes are due and
14 unpaid at the Close of Escrow, Escrow Holder is hereby authorized and
15 instructed to pay such taxes from proceeds due the SELLER at the
16 Close of Escrow. SELLER understands that the Tax Collector will not
17 accept partial payment of any installment of the real property taxes due
18 at the Close of Escrow. After the Close of Escrow, the BUYER will
19 file any necessary documentation with the County Tax
20 Collector/Assessor for the property tax exemption. SELLER shall have
21 the right, after the Close of Escrow, to apply for a refund, to the County
22 Tax Collector/Assessor outside of Escrow if eligible to receive such
23 refund and Escrow Holder shall have no liability and/or responsibility
24 in connection therewith.

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

33 3) Method of Proration. If applicable and for purposes of calculating
34 prorations, BUYER shall be deemed to be in title to the Property, and
35 therefore entitled to the income therefrom and responsible for the
36 expenses thereof, for the entire day upon which the Closing occurs. All
37 prorations will be made as of the date of Close of Escrow based on a
38 three hundred sixty-five (365) day year or a thirty (30) day month, as
39 applicable. The obligations of the parties pursuant to this Section 11
40 shall survive the Closing and shall not merge into any documents of
41 conveyance delivered at Closing.

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

1 Policy, then, and only then, the Escrow Holder will close Escrow by performing all
2 actions instructed to do so in the Escrow Instructions and in accordance with this
3 Agreement.

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

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

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

23 SELLER: Mr. Ramiro Rubalcaba and
24 Mrs. Guadalupe Rubalcaba
25 26395 Dawson Road
26 Romoland, California 92585

27 BUYER: Riverside County Flood Control
28 and Water Conservation District
Attention: Patricia V. Villa
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
3480 Vine Street, Suite 300
Riverside, CA. 92507

1 16. MISCELLANEOUS.

2 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
3 the time allowed by law a Natural Hazard Disclosure Statement in accordance
4 with California Government Code Sections 8589.3-8589.4 and 51183.5 and
Public Resources Code Sections 4136, 2621.9 and 2694.

5 B. Default. In the event of a material breach or material default under this
6 Agreement by either the BUYER or SELLER, the non-defaulting party shall
7 have, in addition to all rights available at law or equity, the right to terminate
8 this Agreement and the Escrow for the purchase and sale of the Property, by
9 delivering written notice thereof to the defaulting party and to Escrow Holder,
10 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.

11 C. Further Instructions. Each party agrees to execute such other and further escrow
12 instructions as may be necessary or proper in order to consummate the
transaction contemplated by this Agreement.

13 D. Amendments. Any amendments to this Agreement shall be effective only in
14 writing and when duly executed by both the BUYER and SELLER and
deposited with Escrow Holder.

15 E. Applicable Law. This Agreement shall be construed and interpreted under, and
16 governed and enforced according to the laws of the State of California. Venue
17 for any proceeding related to this Agreement shall be in the County of Riverside.

18 F. Entire Agreement. This Agreement contains the entire agreement between the
19 undersigned parties respecting the subject matter set forth herein, and expressly
20 supersedes all previous or contemporaneous agreements, understandings,
21 representations, or statements between the parties respecting said subject matter
(whether oral or in writing). No person is authorized to make, and by execution
22 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.

23 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
24 benefit of the heirs, executors, administrators, successors and assigns of the
parties hereto.

25 H. Time of Essence. The parties acknowledge that time is of the essence in this
26 Agreement, notwithstanding anything to the contrary in the Escrow Company's
27 general Escrow instructions.

28 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
specific provisions of this Agreement is intended to be exclusive of any other
remedy and each and every remedy shall be cumulative and shall be in addition

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

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

///

///


[Signature provisions on next page]

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

3 **SELLER:**

RAMIRO RUBALCABA

4 Dated: 8-28-14

5 By: 

GUADALUPE RUBALCABA

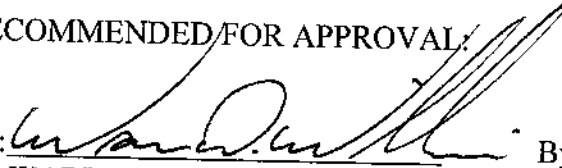
6 Dated: 8-28-14

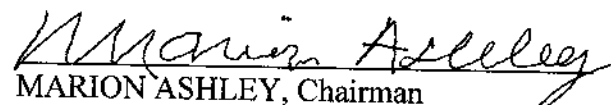
7 By: 

8 **BUYER:**

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


9 **RECOMMENDED FOR APPROVAL:**

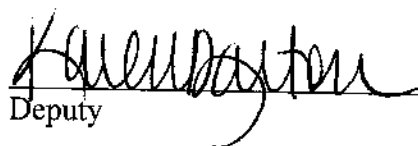
10 By: 
11 **WARREN D. WILLIAMS**
12 General Manager-Chief Engineer

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

17 **APPROVED AS TO FORM:**
18 **GREGORY P. PRIAMOS**
19 County Counsel

ATTEST:
20 **KECIA HARPER- IHEM**
21 **CLERK OF THE BOARD**

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

25 By: 
26 Deputy

27 **PVV:rlp**
28 **08/26/2014**

APN 331-140-019
Project: Homeland/Romoland Line A, Stage 4
Project No. 4-0-00310
RCFC Parcel No. 4310-17A