

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

207B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
March 10, 2015

**SUBJECT:** Adopt Resolution No. F2015-10 Authorization to Purchase Fee Simple Interest in Real Property located in the city of Corona, County of Riverside, State of California with Assessor's Parcel No. 114-500-099; CEQA Finding of Exemption – Main Street Dam Project; District 2 [\$4,026,945]

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

1. Finds that the purchase of the fee interests in real property is exempt from the California Environmental Quality Act ("CEQA") as it has been determined to qualify as a "Class 25 Categorical Exemption" pursuant to Article 19 of the CEQA Guidelines: Section 15325(d); and
2. Adopt Resolution No. F2015-10, Authorization to Purchase Fee Simple Interest in Real Property located in the city of Corona, County of Riverside, State of California with Assessor's Parcel No. 114-500-099, for the purpose of the conservation and protection of the floodplain of the Main Street Dam Project, by Grant Deed; and

**BACKGROUND:**

**Summary**

(Continued on Page 2)

GSW:rlp  
P8\167374

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (per Exec. Office)</b>
<b>COST</b>	\$ 4,026,945	\$ 0	\$ 4,026,945	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
<b>NET DISTRICT COST</b>	\$ 4,026,945	\$ 0	\$ 4,026,945	\$	

**SOURCE OF FUNDS:** Main Street Dam Project  
- Land 25120 947420 540040

**Budget Adjustment:** No

**For Fiscal Year:** 2014/2015

**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 Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 10, 2015  
xc: Flood, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:**

**District:** 2<sup>nd</sup>

**Agenda Number:**

**11-5**

FISCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY:   
 JEANINE J. REY, Finance Director  
 FORM APPROVED COUNTY COUNSEL  
 BY:   
 GREGORY P. PRIAMOS  
 DATE: 2/12/15

☐ 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:** Resolution No. F2015-10 Authorization to Purchase Fee Simple Interest in Real Property located in the City of Corona, County of Riverside, State of California with Assessor's Parcel No. 114-500-099; CEQA Finding of Exemption – Main Street Dam Project; District 2 [\$4,026,945]

**DATE:** March 10, 2015

**PAGE:** Page 2 of 2

**Recommended Motion: contd.**

- 3) Approve the Agreement for Sale and Purchase of Real Property between the District and David L. Baumgardner and authorize the Chairman of the Board to execute the same on behalf of the District; and
- 4) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; and
- 5) Authorize the General Manager-Chief Engineer to execute any other related documents and administer all actions necessary to complete this transaction; and
- 6) Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of this acquisition project.

**BACKGROUND:**

**Summary (continued)**

In 1975, the District constructed the Main Street Dam at the confluence of the Main Street and Eagle Canyon washes. This dam is located at the base of the Cleveland National Forest just south of Upper Drive in Corona, California and the drainage area contributing to the dam is four (4) square miles. The dam protects the area between the I-15 Freeway and Main Street.

A Purchase Agreement has been negotiated with the property owner, Mr. David L. Baumgardner, at the fair market value of \$5,900,000, of which \$4,000,000 is cash and \$1,900,000 is being donated by Mr. Baumgardner, plus \$6,945 for costs associated with a lot line adjustment and an additional \$20,000 for title and escrow fees. The Purchase Agreement covers the fee title to Assessor's Parcel No. 114-500-099, Corona, California. The property contains approximately 27.36 acres or 1,191,802 sq. ft. of land and is vacant land. The District is acquiring the entire property as it is located completely within existing floodplain behind the Main Street Dam site and is encumbered by a natural watercourse.

This action is necessary to conserve waters and to protect the flood and stormwaters, and watershed for the beneficial and useful purposes to the residents of Corona and the County of Riverside.

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

Resolution No. F2015-10 and the Agreement for the Sale and Purchase of Real Property have been approved as to form by County Counsel.

**Impact on Residents and Businesses**

Conservation of the floodplain, flood and stormwaters for the beneficial use of the residents of Riverside County.

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

- 1) Resolution No. F2015-10
- 2) Notice of Exemption
- 3) Agreement for Purchase and Sale of Real Property

BOARD OF SUPERVISORSRIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICTRESOLUTION NO. F2015-10

AUTHORIZATION TO PURCHASE FEE SIMPLE INTEREST IN REAL PROPERTY  
LOCATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA BY GRANT DEED  
MAIN STREET DAM  
PROJECT 2-0-00201  
ASSESSOR'S PARCEL NUMBER 114-500-099

WHEREAS, David L Baumgardner ("Seller") is the owner of certain real property located in the city of Corona, County of Riverside, State of California, consisting of approximately 27.36 acres of land, commonly known as 495 Cleveland Way, Corona, CA, identified with Assessor's Parcel No. 114-500-099, and any related improvements, appurtenances and related personal and intangible property ("Property"); and

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") desires to acquire from Seller and the Seller desires to sell to the District the Property pursuant to the terms of an Agreement for Purchase and Sale of Real Property; and

WHEREAS, the District desires to purchase this real property for the purpose of the conservation and protection of the floodplain of the District's Main Street Dam Project ("Project").

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, in regular session assembled on March 10, 2015, in the meeting room of the Board of Supervisors of the District located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based upon the evidence and testimony presented on the matter, both written and oral, as it relates to this acquisition has determined the following:

1. The Board has evaluated the proposed acquisition of the fee interest in real property from a private party and determined the proposed acquisition is consistent and included in all substantive respects with the Main Street Dam Project approved by the District.

1  
2 2. Based on the review of the proposed acquisition, the environmental impacts of the  
3 acquisition project have been sufficiently assessed and has determined that the acquisition  
4 project qualifies for a "Class 25 Categorical Exemption" pursuant to Article 19 of the California  
5 Environmental Quality Act ("CEQA") Guidelines: Section 15325(d) Acquisition, sale, or other  
6 transfer to prevent encroachment of development into floodplains. It can be seen with certainty  
7 that there is no possibility that the activity in question will have a significant effect on the  
8 environment because the District is merely purchasing interest in real property and this  
9 conveyance does not effect a change in the environment.

10 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by vote of the  
11 Board, that this Board authorizes the purchase, at or after 10:30 a.m., of that certain real property  
12 in the city of Corona, County of Riverside, State of California, consisting of approximately 27.36  
13 acres of vacant, unimproved real property with Assessor's Parcel Number 114-500-099, and also  
14 known as RCFC Parcel No. 2201-1 in fee, more particularly described on Exhibit "A" attached  
15 hereto and by this reference incorporated herein, for a purchase price of \$4,000,000, plus \$6,945  
16 for costs associated with a lot line adjustment and an additional \$20,000.00 for title insurance  
17 and escrow fees, from David L. Baumgardner by Grant Deed.

18 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the  
19 Agreement for Purchase and Sale of Real Property between the District and David L.  
20 Baumgardner is hereby approved and the Chairman of the Board of Supervisors of the District is  
21 authorized to execute the same on behalf of the District.

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

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

1 BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

2 RESOLUTION NO. F2015-10

3 AUTHORIZATION TO PURCHASE FEE SIMPLE INTEREST IN REAL PROPERTY  
4 LOCATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF  
5 CALIFORNIA BY GRANT DEED  
6 MAIN STREET DAM  
7 PROJECT 2-0-00201  
8 ASSESSOR'S PARCEL NUMBER 114-500-099

9 ADOPTED by Riverside County Board of Supervisors on March 10, 2015

10 ROLL CALL:

11 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
12 Nays: None  
13 Absent: None

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

16 KECIA HARPER-IHEM, Clerk of said Board

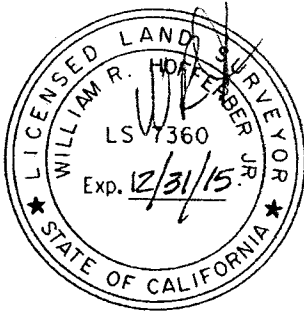
17 By:   
18 Deputy

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20  
21  
22  
23 03.10.15 11-5  
24  
25

Exhibit "A"

**Main Street Dam  
Parcel 2201-1**

Parcel B as described in Instrument No. 2006-0141532, recorded February 28, 2006, records of Riverside County, State of California, within the city of Corona.



  
WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360

Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 02 APRIL, 2014

# Exhibit "B"

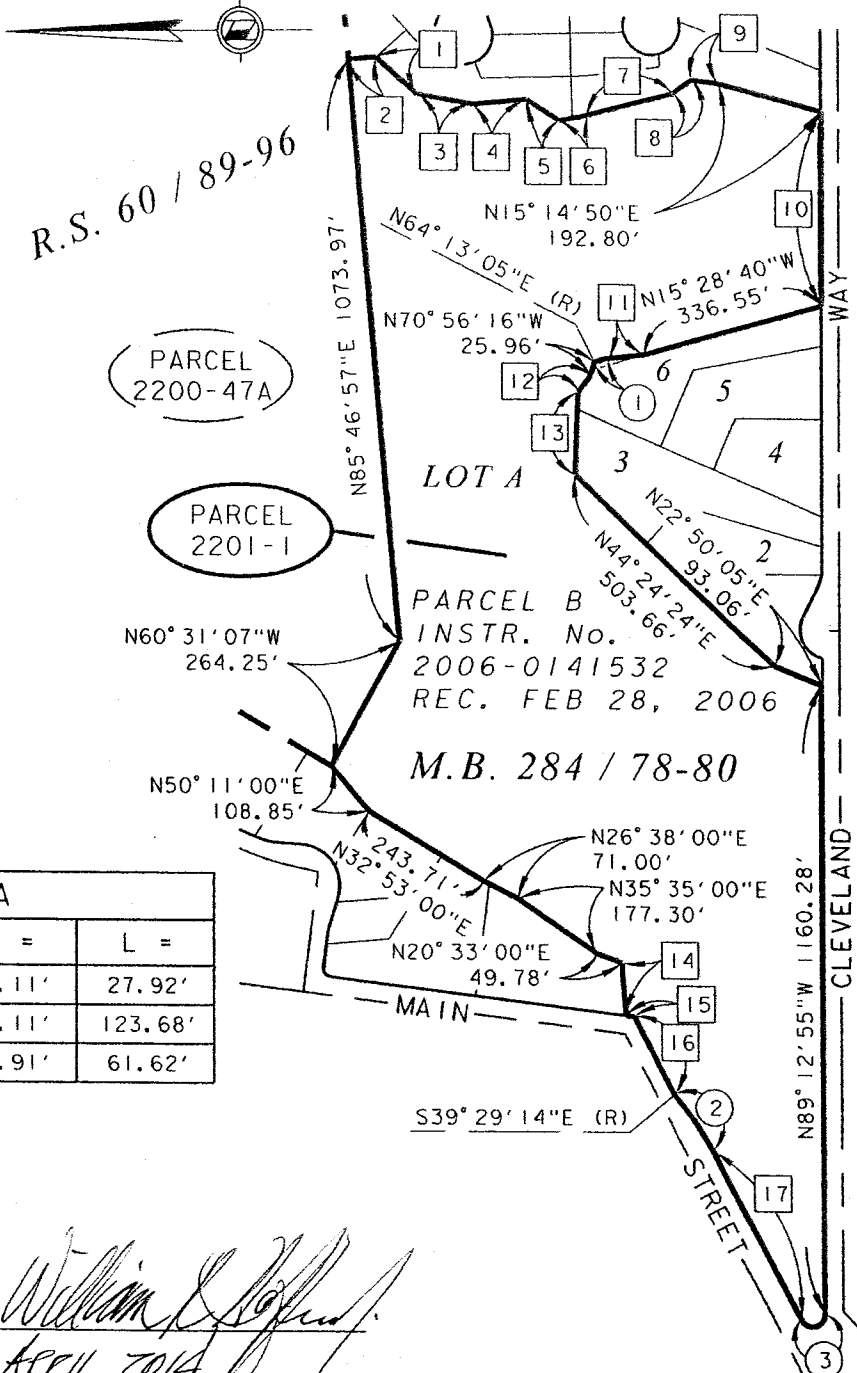
PARCEL B AS DESCRIBED IN INSTRUMENT NO. 2006-0141532, RECORDED FEBRUARY 28, 2006,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CORONA.

LINE DATA		
	BEARING	DISTANCE
1	N42° 32' 56"E	101.03'
2	N04° 13' 03"W	51.47'
3	N11° 10' 08"E	102.80'
4	N04° 39' 28"W	99.84'
5	N33° 19' 31"E	71.43'
6	N10° 04' 38"W	52.90'
7	N13° 35' 09"W	166.01'
8	N35° 37' 54"W	43.66'
9	N09° 04' 18"E	48.21'
10	N89° 12' 55"W	358.23'
11	N05° 32' 08"W	67.24'
12	N51° 59' 31"W	38.42'
13	N87° 22' 00"W	152.68'
14	N86° 43' 00"E	97.05'
15	N08° 01' 26"E	15.21'
16	N63° 32' 22"E	161.17'
17	N63° 32' 22"E	348.35'

CURVE DATA				
○	△ =	R =	T =	L =
1	20° 14' 47"	79.00'	14.11'	27.92'
2	13° 01' 36"	544.00'	62.11'	123.68'
3	152° 45' 17"	23.00'	94.91'	61.62'



*William R. Hoffer*  
DATE: 02 APRIL, 2014



## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

MAIN STREET DAM

THIS PLAT IS SOLELY AN AID IN LOCATING  
THE PARCEL(S) DESCRIBED IN THE  
ATTACHED DOCUMENT. IT IS NOT A PART  
OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 2201-1

SCALE:

NO SCALE

MAR-27-2013

PREPARED BY:

DAB

SHEET NO.

1 OF 1

## NOTICE OF EXEMPTION

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

From: **Riverside County Flood Control and  
Water Conservation District**  
1995 Market Street  
Riverside, CA 92501

☒ **County Clerk**  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.  
3/12/15       
Date Initial

**Project Title:** Voluntary Acquisition of Real Property within the Main Street Dam Floodplain

**Project Location – City:** Corona

**Project Location – County:** Riverside

The subject property totals approximately 27.36 acres of vacant land in Corona, California. The Assessor's Parcel No. (APN) is 114-500-099 and is located south of Upper Drive and north of Cleveland Way within Township 4 South, Range 7 West, Sections 11, 12, 13 and 14 of the Alberhill 7.5 Minute US Geological Survey Topographic Quadrangle. The property is located at 33° 49' 43.33" N, 117° 34' 16.71" W.

### Project Description:

The District is undergoing a voluntary land sale/acquisition with the land owner of APN 114-500-099 because the entire property is located within the existing floodplain behind the Main Street Dam and is encumbered by a natural watercourse. The acquisition will remove this property from a high risk flood zone and protect the floodplain from development encroachment. This action is also necessary to conserve water and to protect the watershed for the beneficial and useful purposes for the citizens of Corona and the County of Riverside.

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

**Public Agency Carrying Out Project:** Riverside County Flood Control and Water Conservation District

**Exempt Status:** Categorical Exemption: Section 15325(d)

### Reasons Why Project is Exempt:

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

**Lead Agency:** Riverside County Flood Control and Water Conservation District

**Contact Person:** Kris Flanigan

**Telephone:** 951.955.1200

**Lead Agency Signature:**

Warren D. Williams  
Warren D. Williams  
General Manager-Chief Engineer

**Date:**

1/22/15

*Date received for filing at OPR:* N/A



# RIVERSIDE COUNTY CLERK-RECORDER

## AUTHORIZATION TO BILL

### TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 1/21/2015 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25120  
DEPT ID: 947420 PROGRAM: \_\_\_\_\_


AMOUNT: \$50.00

REF: FINAL CEQA POSTING FOR MAIN STREET DAM FLOODPLAIN PROPERTY PURCHASE

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: JOAN VALLE EXT 58581  
CONTACT: DARRYLENN PRUDHOLME-BROCKINGTON EXT 58357

### TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DOCUMENT NO(S)/INVOICE NO(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1 Main Street Dam  
Project No. 2-0-00201  
2 APN 114-500-099  
3 RCFC Parcel No. 2201-01

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

5 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,  
6 ("Agreement"), is entered into this 10th day of March 2015 by and between the  
7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a  
8 body politic, (hereinafter called "DISTRICT" or "BUYER") and DAVID L. BAUMGARDNER  
(hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property  
interests for the Main Street Dam (hereinafter called "PROJECT").

9 **RECITALS**

10 A. SELLER is the owner of certain real property located in the city of Corona,  
11 County of Riverside, State of California, consisting of 27.36 acres of land, commonly known as  
12 495 Cleveland Way, Corona, CA, identified as Assessor's Parcel No. 114-500-099, and any  
13 related improvements, appurtenances and related personal and intangible property, which has  
been previously and as of the date hereof held by SELLER for investment purposes and more  
specifically as agricultural and commercial property.

14 B. BUYER is a flood control and water conservation district created by an act of the  
15 California State Legislature on July 7, 1945 for the public purposes, among other things, to  
16 provide for the control of the flood and storm waters of the district, to conserve the waters for  
17 beneficial and useful purposes and protect from these flood or storm waters, the watercourses,  
watersheds, public highways, life, and property in the district, more particularly described in the  
California Water Code Appendix §48-9 ("BUYER'S Public Purpose").

18 C. BUYER desires to purchase the Property (as defined below) in furtherance of its  
19 Public Purpose including for the PROJECT.

20 D. BUYER obtained an appraisal which valued the Property at approximately  
21 \$5,900,000 as evidenced by that certain Summary Appraisal for Single Residential Land dated  
September 18, 2013 prepared by Riggs & Riggs, Inc.

22 E. It is SELLER'S donative intent to gift the difference between the appraised value  
23 of the Property and the purchase price for the Property to BUYER for the benefit of the public  
(the "Donative Difference").

24 F. Subject to the above recitations and the terms and conditions set forth below,  
25 including without limitation, SELLER'S waiver of all Claims (as defined below), SELLER  
26 desires to sell and BUYER desires to purchase the Property as specifically described herein.

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

28 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable  
consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to  
sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the

1 consideration set forth in this Agreement, the following interests in certain real property, located  
2 in the city of Corona, Riverside County, California and is currently designated as Riverside  
County Assessor's Parcel No. 114-500-099.

3 (a) The Fee Title which affects a section of land that will hereinafter be  
4 referred to as "Parcel 2201-01". Said section of land contains approximately 27.36 acres.

5 (b) Said above-listed interests in real property will hereinafter be referred to  
6 as the "Property". The respective sections of land affected by the above listed interests in real  
7 property are pictorially depicted and legally described in attached Exhibit "A" and attached  
Exhibit "B" (which are incorporated herein by this reference).

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

10 FOUR MILLION DOLLARS  
(\$4,000,000.00)

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

13 3. SELLER agrees and acknowledges that (A) the Purchase Price to be paid to  
14 SELLER by BUYER pursuant to this Agreement is full and complete consideration for the  
Property, including all claims of damage that may have arisen by any such acquisition and the  
15 public Project for which the Property is being conveyed by SELLER and (B) the purchase price  
for the Property reflects the total compensation for the Property to SELLER, including  
16 compensation for any diminution in value for the Property, any severance damages for the  
Property or any remainder property of any kind, the value of any improvements on the Property,  
17 damages for displacement and relocation, and any other damages of every kind or nature  
received by or that may be claimed by SELLER by reason of BUYER acquiring the property for  
18 its use for the Project (collectively, "Claims"). SELLER hereby agrees and consents to the  
release and full discharge of BUYER of and from all manner of action, causes of action, claims,  
19 contracts or demands whatsoever in law or in equity arising from the Claims, including but not  
limited to, the dismissal of any eminent domain action which has been or may be commenced by  
20 BUYER in the Superior Court of Riverside County to condemn the Property for the Project, or  
any inverse condemnation claims and waives any and all claim to money that has been or may be  
21 deposited in court in such case or to damages by reason of the filing of such action.

22 4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to  
23 BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times  
prior to close of this transaction for the purpose of conducting due diligence, including making  
24 necessary or appropriate inspections. BUYER will give SELLER reasonable written notice  
before going on the Property (but no less than five (5) business days prior written notice).  
25 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  
26 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-  
27 permanent improvements involving entrance onto the Property pursuant to this Section 4. At  
least five (5) business days before any entry onto the Property by BUYER or anyone on  
28 BUYER'S behalf, BUYER shall deliver to SELLER a certificate of insurance evidencing

1 insurance coverage in compliance with the terms of this Section for all independent consultants  
2 or contractors of BUYER. BUYER agrees that the risks to be insured thereunder shall be self-  
3 insured by the BUYER as if such insurance were in place. Such insurance shall consist of a  
4 commercial general liability insurance policy having a combined liability limit of at least Two  
5 Million Dollars (\$2,000,000) and property damage limits of at least One Million  
6 Dollars (\$1,000,000), including blanket contractual, cross-liability, and severability-of-interest  
7 coverage with respect to activities on the Property as set forth above. The insurance policy shall  
8 be primary and noncontributing with any insurance which may be carried by SELLER, and shall  
9 name SELLER as an additional insured. The insurance policy shall also provide that it may not  
10 be canceled or modified without at least thirty (30) days prior written notice to SELLER. If  
11 BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon  
12 the termination of BUYER'S right to purchase the Property. In such event, BUYER will remove  
13 or cause to be removed all of BUYER's personal property, facilities, tools and equipment from  
14 the Property. If BUYER does not remove all of BUYER'S personal property, facilities, tools and  
15 equipment from the Property within ten business days of the date that BUYER'S license  
16 terminates under this Section, SELLER has the right to remove said personal property, facilities,  
17 tools and equipment from the Property. In the event of BUYER fails to remove BUYER'S  
18 personal property, facilities, tools and equipment from the Property after entering the Property to  
19 perform due diligence, including to make necessary or appropriate inspections as specified in this  
20 Section 4, BUYER is responsible for all reasonable costs incurred by SELLER in any such  
21 removal by SELLER. Notwithstanding the foregoing, BUYER'S environmental review shall be  
22 limited to a "phase 1" environmental site assessment, and BUYER shall not undertake any  
23 "phase 2" or intrusive testing without SELLER'S prior written consent, which may be given or  
24 withheld in SELLER'S sole, subjective and absolute discretion. BUYER'S indemnification and  
25 hold harmless obligations under this Section 4 shall survive the termination or expiration of this  
26 Agreement and the Escrow.

27 5. ESCROW. The parties will establish an escrow at Lawyers Title of California  
28 ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of  
this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully  
executed original of this Agreement. The parties shall open the Escrow within fourteen (14)  
business days of the date on which this Agreement is fully executed by the parties. Escrow  
Holder shall notify both parties of the date of Opening of Escrow. If BUYER fails to deposit a  
fully executed original of this Agreement within such fourteen (14) business day period, then  
SELLER shall have the right at any time thereafter until Escrow is opened to terminate this  
Agreement by delivering written notice of such termination to BUYER. Close of Escrow means  
the date on which the Grant Deed is recorded in the Official Records of the County of Riverside.  
The Close of Escrow will be the earlier to occur of (i) the fifth (5<sup>th</sup>) business day following  
written notice from BUYER to SELLER or from SELLER to BUYER of such party's intention  
to close or (ii) the one hundred eightieth (180<sup>th</sup>) day following Opening of Escrow, time being of  
the essence. The parties hereto shall execute and deliver to Escrow Holder such escrow  
instructions prepared by Escrow Holder as may reasonably be required to consummate the  
transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or  
supersede any provisions of this Agreement; this Agreement shall control unless the parties  
expressly agree in writing otherwise. The Escrow Instructions shall include the following terms  
and conditions for disbursements and other actions by Escrow Holder of this sale which shall  
occur at the Close of Escrow:

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

6 (b) Recording. Cause the Deed to be recorded with the County Recorder and  
7 obtain conformed copies thereof for distribution to BUYER and SELLER.

8 (c) Title Policy. Direct the Title Company to issue the Title Policy to  
9 BUYER.

10 (d) Delivery of Documents to BUYER and SELLER. Deliver to BUYER any  
11 other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any  
12 other documents (or copies thereof) deposited into Escrow by BUYER.

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

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

28 (a) The applicable zoning, building and development regulations of any  
municipality, county, state or federal jurisdiction affecting the Property.

(b) Those non-monetary exceptions not objected to by BUYER within  
ten (10) business days after the date BUYER receives the title commitment and legible copies of  
all instruments noted as exceptions therein, which may be delivered by email or Escrow Holder's  
web portal (the "Title Approval Period"). If SELLER does not receive notice of any title  
objection within the Title Approval Period, then, to that extent, BUYER shall be deemed to have  
approved the exceptions set forth in the Title Report. If BUYER "unconditionally disapproves"  
any such exceptions Escrow will thereupon terminate, all funds deposited therein will be  
refunded to BUYER (less BUYER'S share of escrow cancellation charges) and this Agreement  
will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions,  
then SELLER shall within five (5) business days after receipt of the "conditional" title objection  
notice notify BUYER whether SELLER will cure or remove any such title objection. If  
SELLER fails to respond within the foregoing five (5) business day period, then SELLER shall  
be deemed to have elected not to remove or cure such title objection. If SELLER either elects or  
is deemed to have elected not to remove any "conditional" title objections, then BUYER may, at

1 BUYER'S option, either accept the Property subject to such exceptions, or terminate the Escrow  
2 and receive a refund of all funds deposited into Escrow (less BUYER'S share of escrow  
3 cancellation charges), if any, and this Agreement will thereupon be of no further force or effect.  
4 BUYER shall make such election within ten (10) business days following SELLER'S election or  
5 deemed election not to remove or cure any "conditional" title objection. Unless BUYER elects  
6 to terminate this Agreement and the Escrow within the foregoing ten (10) business day period,  
7 BUYER shall be deemed to have waived such objections and elected to proceed to close Escrow.  
8 Subject to the foregoing, at the Close of Escrow, BUYER'S fee interest in the Property will be  
9 free and clear of all monetary liens and monetary encumbrances, except for the lien of non-  
10 delinquent taxes and assessments subject to BUYER'S exemption as set forth in Section 11(c)(i),  
11 below.

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

16 (d) Quasi-public utility, public utility, public alley, public street easements  
17 and rights of way of record.

18 7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and  
19 between the parties hereto that the right of possession and use of the Property by BUYER,  
20 including the right to remove and dispose of improvements, shall commence upon the close of  
21 escrow.

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

24 (a) To the best of SELLER'S knowledge, there are no actions, suits, material  
25 claims, legal proceedings or any other proceedings filed against SELLER that affect the Property  
26 or any portion thereof, at law, or in equity before any court or governmental agency, domestic or  
27 foreign.

28 (b) To the best of SELLER'S knowledge, there are no other encroachments on  
the Property by improvements on any adjoining property, nor do any buildings or improvements  
on the Property encroach onto other properties, except those encroachments BUYER has  
objected to and notified SELLER thereof ("Encroachments".) The Encroachments as described  
and shown on Exhibit "C," attached hereto and by this reference incorporated herein, shall be  
resolved by the SELLER prior to the Close of Escrow.

(c) Until the Close of Escrow, SELLER shall maintain the Property in  
substantially the same condition as it exists as of the date of this Agreement, and shall materially  
perform all of its obligations under any service contracts or other material contracts affecting the  
Property. SELLER shall have the right, in SELLER'S sole discretion, to terminate any service  
contracts prior to the scheduled Closing.

(d) SELLER has good and marketable title to the Property. SELLER has no  
actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property  
owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will,  
at the Closing, have any right to possession of the Property, except as disclosed by this

1 Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or  
2 materialmen's lien rights on the Property. No assessment lien or bond encumbers the Property,  
3 and no governmental authority has undertaken any action that could give rise to an assessment  
4 lien affecting the Property and shall not do anything that would impair SELLER'S title to any of  
the Property.

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

8 (f) SELLER represents and warrants that until the Close of Escrow, SELLER  
9 shall, upon learning of any fact or condition that would cause any of the warranties and  
representations in this Section 8 not to be true as of closing, immediately give written notice of  
such fact or condition to BUYER.

10 (g) To the best of SELLER'S knowledge, 1) SELLER represents and warrants  
11 that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic  
12 substances or related materials on, or under, in or about the Property or transport any Hazardous  
13 Materials to or from the Property in violation of any statute, ordinance or regulation, including  
14 any statute, ordinance or regulation governing the use, generation, release, or discharge of  
15 Hazardous Materials and that it shall not use, generate, release, discharge, store or dispose of any  
16 hazardous waste, toxic substances or related materials on, or under, in or about the Property prior  
17 to the Close of Escrow; and 2) SELLER represents and warrants that SELLER has not received  
18 any written notice that Property or any portion thereof is in violation of any statute, ordinance or  
19 regulation, including any statute, ordinance or regulation governing the use, generation, release,  
20 or discharge of Hazardous Materials. The term "Hazardous Materials" shall mean any substance,  
21 material or waste which is or becomes regulated by any local governmental authority, the State  
22 of California or the United States Government, including, but not limited to, any material or  
23 substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted  
24 hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of  
25 the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control  
26 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  
"hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response,  
Compensation, as amended by Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).

27 (h) This Agreement and the performance of SELLER'S obligations under it  
28 and all documents executed by SELLER that are to be delivered to BUYER at the Closing are, or  
on the Closing Date will be, duly authorized, executed, and delivered by SELLER, and, to the  
best of SELLER'S knowledge, do not, and on the Closing Date will not, violate any provision of

1 any agreement or judicial order to which SELLER is a party or to which SELLER or the  
2 Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or  
3 administrative body, government agency, or other party is required for SELLER to enter into  
4 and/or to perform SELLER'S obligations under this Agreement, except as has already been or  
will be obtained. If SELLER is a corporation, it is organized, validly existing, and in good  
standing under the laws of the State of California.

5 "To the best of SELLER'S knowledge" shall mean only the actual current  
6 knowledge of David Baumgardner ("Principal") without undertaking or the duty to undertake  
7 any independent investigation or inquiry and without imposing any personal obligations or  
liabilities upon Principal. SELLER's representations and warranties shall survive for a period  
until any statute of limitations shall have expired following Close of Escrow.

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

11 (a) BUYER has taken all required action to permit it to execute, deliver, and  
12 perform its obligations under this Agreement.

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

16 (c) BUYER is declared to be a body corporate and politic created in the  
17 California Water Code Appendix Chapter 48 and granted with certain powers to carry out  
BUYER'S Public Purpose.

18 (d) BUYER will use the Property, including any portion of the Property  
19 constituting the Donative Difference, for BUYER'S Public Purpose and, as of the date hereof and  
as of the Close of Escrow, BUYER has neither any plans or intentions nor any obligations or  
20 binding commitments to sell or transfer for any consideration the Property to any third party no  
earlier than the next three (3) years following the Close of Escrow.

21 (e) The transactions contemplated herein have been duly authorized by all  
22 necessary actions under applicable corporate and public law on the part of BUYER.

23 (f) BUYER has the general powers of eminent domain to acquire real  
24 property for BUYER'S Public Purpose and, if BUYER deems necessary for BUYER'S Public  
Purpose, BUYER has the authority to adopt resolutions of necessity to exercise its powers of  
25 eminent domain to acquire the Property.

26 (g) The statements contained in the Recitals to this Agreement are true and  
27 correct.

28 10. CLOSING CONDITIONS.



1 (a) All obligations of BUYER under this Agreement are subject to the  
2 fulfillment, by the scheduled Closing, of each of the following conditions:

3 (i) SELLER shall convey to BUYER title to the Property subject to  
4 the Permitted Exceptions by execution and delivery with Escrow Holder a duly executed and  
5 acknowledged Grant Deed to be deposited with Escrow Holder at least one business day prior to  
6 the scheduled Closing Date.

7 (ii) SELLER must have delivered to Escrow the documents and funds  
8 it is required to deliver through Escrow at Closing.

9 (iii) All of SELLER'S express representations and warranties set forth  
10 in Section 8, above, shall be true and correct as of the scheduled Closing.

11 (iv) All necessary agreements and consents of all parties to  
12 consummate the transaction contemplated by this Agreement will have been obtained and  
13 furnished by SELLER to Escrow Holder as of the Scheduled Closing Date.

14 (v) Such proof of SELLER'S authority and authorization to enter into  
15 and perform under this Agreement, and such proof of power and authority of the individual  
16 executing or delivering any instruments, documents, or certificates on behalf of SELLER to act  
17 for and bind SELLER as may reasonably be required by Escrow Holder or Title Company.

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

20 (b) SELLER'S obligation to sell the Property is expressly conditioned on the  
21 fulfillment of each of the following condition at least one business day before the scheduled  
22 Closing:

23 (i) BUYER must have delivered the (i) Purchase Price plus BUYER'S  
24 share of Closing costs to Escrow and (ii) a duly executed letter of acknowledgement of the  
25 Donative Difference, substantially in the form and content of attached Exhibit "D".

26 (ii) BUYER must have delivered to Escrow the documents and funds  
27 required to consummate this transaction and as specified in this Agreement.

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

(c) BUYER and SELLER agree to execute and provide any additional  
instruments or other documents as may be necessary to complete this transaction. BUYER and  
SELLER hereby agree to cooperate with the execution of all instruments or other documents  
reasonably necessary (i) to complete the transfer of the real property interest, including, but not  
limited to, any supplemental Escrow instructions required to complete the transaction, (ii)  
provide a letter of acknowledgement of SELLER'S charitable contribution of the Donative  
Difference and (iii) to carry out BUYER'S cooperation obligation under Sections 19 and 20,  
below. For the purposes of this Agreement, any cooperation obligation upon the BUYER for  
matters addressed in Section 10(c) (ii) and (iii) shall be limited to and mean that 1) BUYER is  
obligated to timely respond to reasonable requests from the SELLER for the provision of any

1 such additional documentation that may be reasonably necessary from the BUYER, 2) such  
2 additional documentation provided by BUYER shall only be recitations of the facts of the  
3 transaction, and 3) BUYER's provision of documentation shall not be construed as endorsements  
4 or representations of eligibility or qualifications of the SELLER to any third parties or entities  
5 for any of SELLER's purposes to obtain such documentation.

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

8 (a) SELLER shall pay or be charged:

- 9 (i) All costs associated with removing any debt encumbering the  
10 Property;  
11 (ii) All costs associated with SELLER'S attorney fees; and  
12 (iii) SELLER'S share of prorations, if any.

13 (b) BUYER shall pay or be charged:

- 14 (i) All of Escrow fees and costs;  
15 (ii) Cost of the CLTA Standard coverage policy and any endorsements  
16 or extended coverage if requested by BUYER;  
17 (iii) Cost of Natural Hazard Disclosure Statement;  
18 (iv) Cost of recording the Deed;  
19 (v) Cost associated with the processing of that certain lot line  
20 adjustment to address one of the Encroachments upon the Property as described and shown in  
21 Section 8.(b) and Exhibit C., Item Number 2 herein, which constitutes \$6,945.00; and  
22 (vi) BUYER'S share of prorations, if any.

23 (c) Prorations. All receipts and disbursements of the Property will be prorated  
24 as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will  
25 be adjusted on the following basis:

26 (i) Tax Exempt Agency. All parties hereto acknowledge that the  
27 BUYER is a public entity and exempt from payment of any real property taxes. There will be no  
28 proration of taxes through Escrow. SELLER will be responsible for payment of any real  
property taxes to the extent due prior to the Close of Escrow. In the event any real property taxes  
are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to  
pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands  
that the Tax Collector will not accept partial payment of any installment of the real property  
taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary  
documentation with the County Tax Collector/Assessor for the property tax exemption and  
concurrently provide SELLER with a copy of such filing. SELLER shall have the right, after the  
Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of Escrow

1 if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility  
2 in connection therewith.

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

7 (iii) Method of Proration. If applicable and for purposes of calculating  
8 prorations, BUYER shall be deemed to be in title to the Property, and therefore entitled to the  
9 income therefrom and responsible for the expenses thereof, for the entire day upon which the  
10 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.

11 12. CLOSING. When the Escrow Holder receives all documents and funds identified  
12 in this Agreement, and the Title Company is ready, willing, and able to issue the Title Policy,  
13 then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to  
do so in the Escrow Instructions and in accordance with this Agreement.

14 13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless  
15 from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency,  
16 fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any  
17 nature whatsoever, resulting from, arising out of or based on any breach of SELLER'S  
18 representation, warranties or covenants provided in this Agreement. BUYER agrees to  
19 indemnify, defend and hold SELLER harmless from and against any claim, action, suit,  
20 proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense  
21 (including, without limitation, attorneys' fees) of any nature whatsoever (collectively, "Claim"),  
resulting from, arising out of or based on any breach of BUYER'S representation, warranties or  
covenants provided in this Agreement. The foregoing obligations shall survive until the statute  
of limitations period has run following the Closing; provided, however, the foregoing obligations  
of BUYER shall survive a period of three and one half (3½) years in respect to any Claim  
arising from BUYER'S breach of the representation and warranties set forth in Sections 9(d).

22 14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his  
23 designee, serves as the representative on behalf of BUYER for the purpose of administering and  
24 performing administrative or ministerial actions necessary to complete this transaction, including  
executing any other related escrow forms or documents to consummate the purchase.

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

1 SELLER: Mr. David Baumgardner  
2 3040 Juniper Drive  
3 Corona, CA 92882  
4 COPY TO: Garrett DeFrenza Stiepel Ryder LLP  
5 3200 Bristol Street, Suite 850  
6 Costa Mesa, CA 92626-1808  
7 Attn: Mr. Henry R. Stiepel, Esq.  
8 BUYER: Riverside County Flood Control  
9 and Water Conservation District  
10 1995 Market Street  
11 Riverside, CA 92501  
12 Attn: Mr. Gregory Walker  
13 COPY TO: Riverside County Counsel  
14 3960 Orange Street, Suite 500  
15 Riverside, CA 92501-3674  
16 Attn: Ms. Synthia M. Gunzel  
17 Deputy County Counsel  
18 ESCROW HOLDER: Lawyers Title of California  
19 3480 Vine Street, Suite 300  
20 Riverside, CA 92507  
21 Attn: Ms. Debbie Strickland

16. MISCELLANEOUS.

18 (a) Natural Hazard Disclosure Statement. SELLER will provide to BUYER  
19 within the time allowed by law a Natural Hazard Disclosure Statement in accordance with  
20 California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code  
21 Sections 4136, 2621.9 and 2694.

22 (b) Default. In the event of a material breach or material default under this  
23 Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to  
24 all rights available at law or equity, the right to terminate this Agreement and the Escrow for the  
25 purchase and sale of the Property, by delivering written notice thereof to the defaulting party and  
26 to Escrow Holder. SELLER and BUYER agree that if the purchase and sale of the Property is  
27 not or cannot be completed because of a SELLER default, BUYER, in addition to all rights  
28 available at law or equity and the refund of all prior deposits made by BUYER, may (i) waive  
such default and proceed with the Close of Escrow, (ii) terminate this Agreement and the  
Escrow, and SELLER shall promptly reimburse BUYER for BUYER'S reasonable third party  
out-of-pocket costs incurred by BUYER in connection with this transaction up to a maximum of  
Ten Thousand Dollars (\$10,000), or (iii) compel specific performance of SELLER'S obligations  
under this Agreement, provided such action is commenced within thirty (30) days of the  
scheduled Closing Date.

1 (c) Further Instructions. Each party agrees to execute such other and further  
2 escrow instructions as may be necessary or proper in order to consummate the transaction  
3 contemplated by this Agreement.

4 (d) Amendments. Any amendments to this Agreement shall be effective only  
5 in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow  
6 Holder.

7 (e) Applicable Law. This Agreement shall be construed and interpreted  
8 under, and governed and enforced according to the laws of the State of California. Venue for  
9 any proceeding related to this Agreement shall be in the County of Riverside.

10 (f) Entire Agreement. This Agreement contains the entire agreement between  
11 the undersigned parties respecting the subject matter set forth herein, and expressly supersedes  
12 all previous or contemporaneous agreements, understandings, representations, or statements  
13 between the parties respecting said subject matter (whether oral or in writing). No person is  
14 authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person  
15 has made, any representation, warranty, guaranty or promise except as set forth herein; and no  
16 agreement, statement, representation or promise made by any such person which is not contained  
17 herein shall be valid or binding on SELLER or BUYER.

18 (g) Successors and Assigns. This Agreement shall be binding upon and inure  
19 to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

20 (h) Time of Essence. The parties acknowledge that time is of the essence in  
21 this Agreement, notwithstanding anything to the contrary in the Escrow Company's general  
22 Escrow instructions.

23 (i) Remedies Not Exclusive and Waivers. No remedy conferred by any of the  
24 specific provisions of this Agreement is intended to be exclusive of any other remedy and each  
25 and every remedy shall be cumulative and shall be in addition to every other remedy given  
26 hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

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

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

(l) Partial Invalidity. If any term or provision of this Agreement shall be  
deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be

1 affected thereby and each remaining term and provision of this Agreement will be valid and be  
2 enforced to the fullest extent permitted by law.

3 (m) Brokers. SELLER and BUYER each represent and warrant to one another  
4 that, such party has not engaged any broker or finder with respect to this Agreement or the  
5 transactions contemplated herein. If SELLER or BUYER is in fact represented in this sale, upon  
6 and only upon the Closing, SELLER shall pay a commission to SELLER'S Broker and  
7 BUYER'S Broker as may be set forth in a separate written agreement between SELLER and  
8 SELLER'S Broker and/or BUYER'S Broker, or in any separate written instructions related  
9 thereto as may be executed and delivered into Escrow by SELLER. SELLER shall defend,  
10 indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands,  
11 damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or  
12 connected with any other broker's or finder's fee or commission or charge ("Broker Claims")  
claimed to be due by SELLER'S Broker or any person other than BUYER'S Broker (except as  
set forth above) arising from or by reason of SELLER'S conduct with respect to this transaction.  
BUYER shall defend, indemnify and hold harmless SELLER from and against any and all  
Broker Claims claimed to be due by BUYER'S Broker (except as set forth above) or any person  
other than SELLER'S Broker arising from or by reason of BUYER'S conduct with respect to this  
transaction. The provisions of this Section 16(m) shall survive Closing hereunder or earlier  
termination of this Agreement until the limitations period has run for such claims.

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

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

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

21 19. TAX-DEFERRED EXCHANGE. BUYER agrees to cooperate with SELLER in  
22 completing an exchange qualifying for non-recognition of gain under applicable provisions of  
23 the Internal Revenue Code Sections 1031 and/or 1033 and the California Revenue and Taxation  
24 Code and any future amendments or successor statutes; SELLER reserves the right to convert  
25 this transaction to an exchange at any time before Close of Escrow, however, consummation of  
26 the transaction contemplated by this Agreement is not conditioned on completion of such an  
27 exchange. If SELLER elects to complete an exchange, BUYER agrees to timely respond to  
28 reasonably requests to execute all escrow instructions, documents, or instruments reasonably  
requested by SELLER to complete the exchange provided that BUYER shall incur no delay or  
additional liabilities, expenses, or costs as a result of or connected with the exchange, and  
BUYER shall have no obligation to take title to any real property to facilitate such exchange.  
SELLER shall hold harmless, defend and indemnify BUYER of any liability, damages, or costs,  
including reasonable attorney fees, that may arise from BUYER'S cooperation regarding or in  
connection with an exchange. In connection with any such exchange, SELLER may substitute  
an intermediary ("Intermediary") to act in place of SELLER as the seller of the Property.  
Intermediary shall be designated in writing by SELLER. Upon identification of Intermediary,

1 Intermediary shall be substituted for SELLER as the seller of the Property. BUYER agrees to  
2 accept the Property and all other required performance from Intermediary and to render its  
3 performance of all of its obligations to Intermediary. BUYER agrees that performance by  
4 Intermediary will be treated as performance by SELLER, and SELLER agrees that BUYER'S  
5 performance to Intermediary will be treated as performance to SELLER. SELLER shall  
6 unconditionally guarantee the full and timely performance by Intermediary of each and every  
7 one of the representations, warranties, indemnities, obligations and undertakings of Intermediary.  
8 As guarantor, SELLER shall be treated as a primary obligor with respect to these representations,  
9 warranties, indemnities, obligations and undertakings, and, in the event of breach, BUYER may  
10 proceed directly against SELLER on this guarantee without the need to join Intermediary as a  
11 party to any action against SELLER. SELLER unconditionally waives any defense that it might  
12 have as guarantor that it would not have if it had made or undertaken these representations,  
13 warranties, indemnities, obligations and undertakings directly. In the event of a breach of any  
14 representations, warranties, obligations and undertakings by SELLER or Intermediary or in the  
15 event of any claim upon any indemnity of SELLER or Intermediary (whether the representation,  
16 warranty, indemnity, obligation or undertaking is express or implied), BUYER'S exclusive  
17 recourse shall be against SELLER, and BUYER shall have no recourse of any type against  
18 Intermediary arising from this transaction.

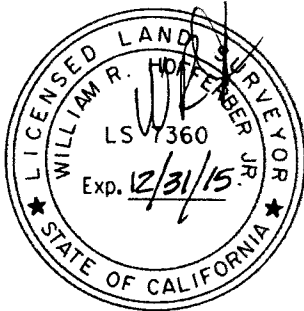
12 20. PROPOSITION 3 RELIEF. BUYER agrees to cooperate with SELLER in  
13 obtaining an exclusion from reassessment of SELLER'S replacement property under California  
14 Proposition 3 and California Revenue and Taxation Code section 68 ("Proposition 3 Relief").  
15 BUYER agrees to timely respond to reasonably requests to execute all escrow instructions,  
16 documents, or instruments reasonably requested by SELLER at any time (whether prior to, on or  
17 after the Close of Escrow) for SELLER to obtain Proposition 3 Relief provided that BUYER  
18 shall incur no delay or additional liabilities, expenses, or costs as a result of or connected with  
19 SELLER'S application for Proposition 3 Relief. SELLER shall hold harmless, defend and  
20 indemnify BUYER of any liability, damages, or costs, including reasonable attorney fees, that  
21 may arise from BUYER'S cooperation regarding or in connection with SELLER'S application  
22 for Proposition 3 Relief.

19 [Signatures on next page]  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit "A"

**Main Street Dam  
Parcel 2201-1**

Parcel B as described in Instrument No. 2006-0141532, recorded February 28, 2006, records of Riverside County, State of California, within the city of Corona.



  
WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360

Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 02 APRIL, 2014



# Exhibit "B"

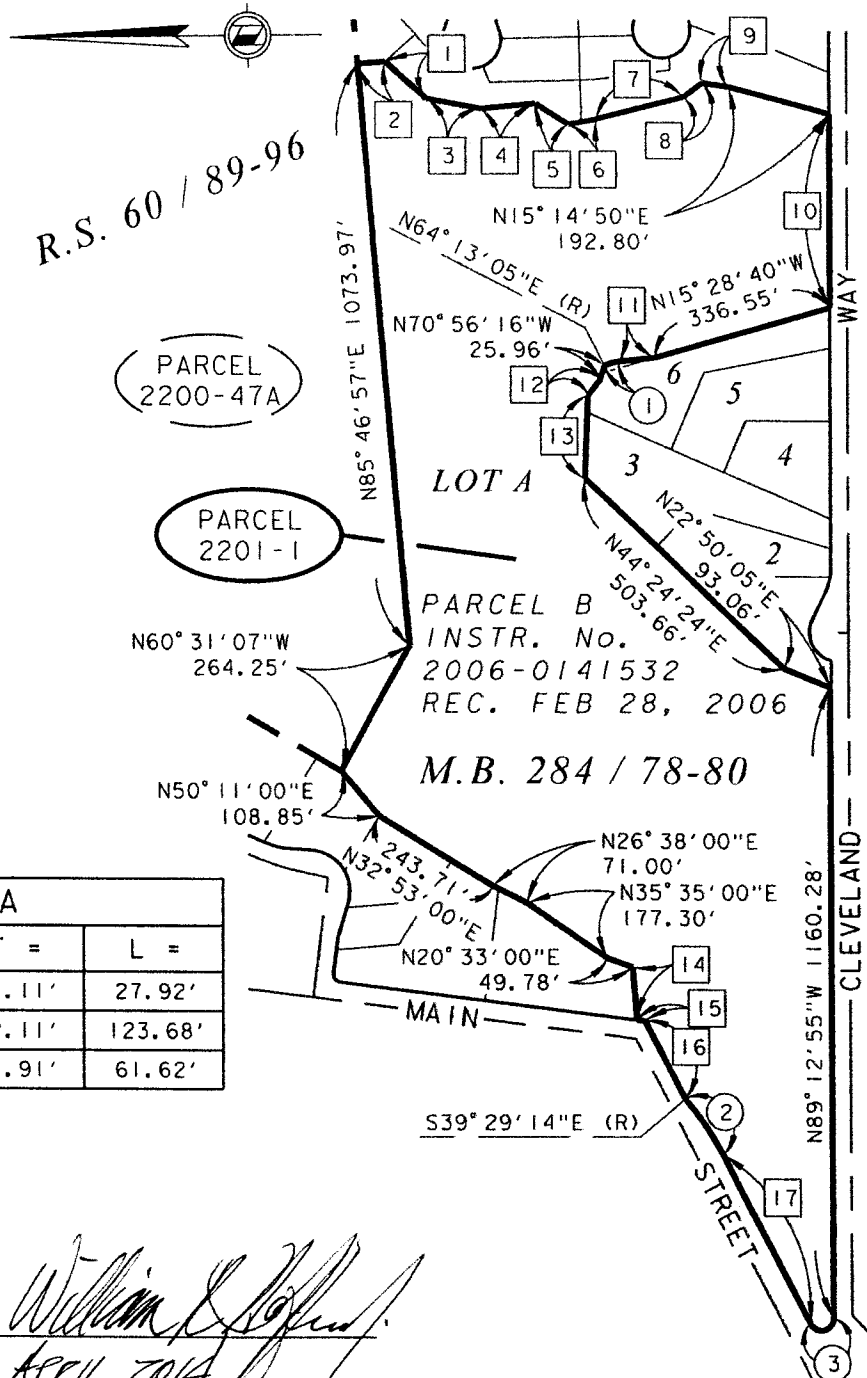
PARCEL B AS DESCRIBED IN INSTRUMENT NO. 2006-0141532, RECORDED FEBRUARY 28, 2006, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF CORONA.

LINE DATA		
	BEARING	DISTANCE
1	N42° 32' 56"E	101.03'
2	N04° 13' 03"W	51.47'
3	N11° 10' 08"E	102.80'
4	N04° 39' 28"W	99.84'
5	N33° 19' 31"E	71.43'
6	N10° 04' 38"W	52.90'
7	N13° 35' 09"W	166.01'
8	N35° 37' 54"W	43.66'
9	N09° 04' 18"E	48.21'
10	N89° 12' 55"W	358.23'
11	N05° 32' 08"W	67.24'
12	N51° 59' 31"W	38.42'
13	N87° 22' 00"W	152.68'
14	N86° 43' 00"E	97.05'
15	N08° 01' 26"E	15.21'
16	N63° 32' 22"E	161.17'
17	N63° 32' 22"E	348.35'

CURVE DATA				
○	△ =	R =	T =	L =
1	20° 14' 47"	79.00'	14.11'	27.92'
2	13° 01' 36"	544.00'	62.11'	123.68'
3	152° 45' 17"	23.00'	94.91'	61.62'



*William R. Hoffer*  
DATE: 02 APRIL, 2014



## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

MAIN STREET DAM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 2201-1

SCALE:

NO SCALE

MAR-27-2013

PREPARED BY:

DAB

SHEET NO.

1 OF 1

**"EXHIBIT C"**

1. Arriola Easement Agreement, copy attached.
2. Patel, Lot Line Adjustment, copy attached.

When Recorded Mail To:  
David Baumgardner  
3040 Juniper Dr.  
Corona CA 92882

\*\*\*\*\*

### Easement Agreement

For valuable consideration, receipt of which is hereby acknowledged, David L Baumgardner (Grantor), hereby grants to Louis Arriola ("Grantee"), its successors and assigns, the right to have Grantee's block wall encroach onto, over and under the land hereinafter described in Easement Area and to maintain Grantee's wall within the Easement Area. This easement right remains so long as Grantee's wall remains installed within the Easement Area, in the form it exists on the date of the execution of this easement. Grantee shall not make any improvements to the block wall resulting in any expansion of the use, area, or scope of the easement created herein.

Said Easement Area is located on the Grantors' land as follows:

Grantors' Property: Property located in the County of Riverside, in the State of California, APN 114-500-099 and more particularly described in a Grant Deed recorded as Instrument Number 2004-1020206 of Official Records, in said County.

Easement Area: The Easement Area is more particularly described on the legal description and map marked as Exhibit "A" and Sketch marked as Exhibit "B", attached hereto and incorporated by reference herein.

Grantors agree, except with the written permission of the Grantee, that (i) no building, structure or other improvement or obstruction shall be located upon the Easement Area; (ii) no excavation, filling, flooding or grading shall be constructed upon the Easement Area; (iii) no planting of trees shall be upon the Easement Area: and, (iv) nothing shall be attached temporarily or permanently, to any property of the Grantee installed in the Easement Area.

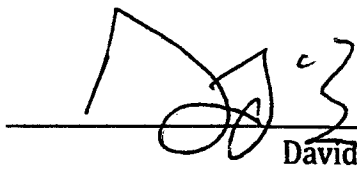
This Agreement shall be binding on the Grantor's lessees, heirs, executors, administrators, transferees, successors and assigns and shall run with the land.

**IN WITNESS WHEREOF**, Grantors hereby execute this Agreement.

GRANTORS

Date:

11-15-14

  
David L. Baumgardner

[Notary Acknowledgements Attached]

**WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT**  
**RCW 42.44.100**

State of Washington }  
County of Pierce } ss.

I certify that I know or have satisfactory evidence that

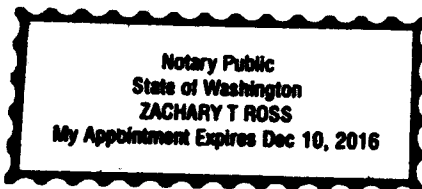
David Baumgardner  
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

11-17-14

Month/Day/Year



[Signature]

Signature of Notarizing Officer

Notary Public

Title (Such as "Notary Public")

Place Notary Seal and/or Stamp Above

My appointment expires: Dec. 10<sup>th</sup> 2016

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Easement Agreement

Document Date: 11-17-14

Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**EASEMENT AREA**

THAT CERTAIN PARCEL OF LAND, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOT A OF TRACT NO. 24601, AS PER MAP FILED IN BOOK 284, PAGES 78 THROUGH 80, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 3 OF SAID TRACT, SAID LINE SHOWN ON SAID MAP AS "N44°24'24"E, 181.54". SAID POINT BEING DISTANT THEREON NORTH 44°24'24" EAST, 12.50 FEET FROM THE SOUTHWESTERLY TERMINUS THEREOF;

THENCE, LEAVING SAID NORTHWESTERLY LINE, NORTH 45°35'36" WEST, 5.50 FEET;

THENCE, NORTH 44°24'24" EAST, 47.00 FEET;

THENCE, NORTH 71°26'32" EAST, 5.50 FEET;

THENCE, NORTH 44°24'24" EAST, 60.00 FEET;

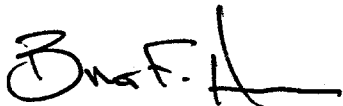
THENCE, NORTH 66°25'52" EAST, 8.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF LOT 3, SAID POINT BEING DISTANT THEREON SOUTH 44°24'24" WEST, 49.72 FEET FROM THE NORTHEASTERLY TERMINUS THEREOF;

THENCE, ALONG SAID NORTHWESTERLY LINE OF LOT 3, SOUTH 44°24'24" WEST, A DISTANCE OF 119.32 FEET TO THE POINT OF BEGINNING.

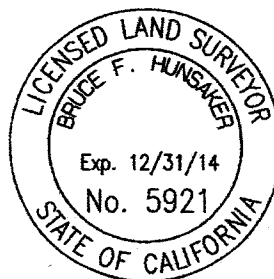
SAID STRIP OF LAND CONTAINING 470.44 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

I HEREBY STATE THAT THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

 6/26/14

BRUCE F. HUNSAKER, PLS 5921  
MY LICENSE EXPIRES: 12/31/2014



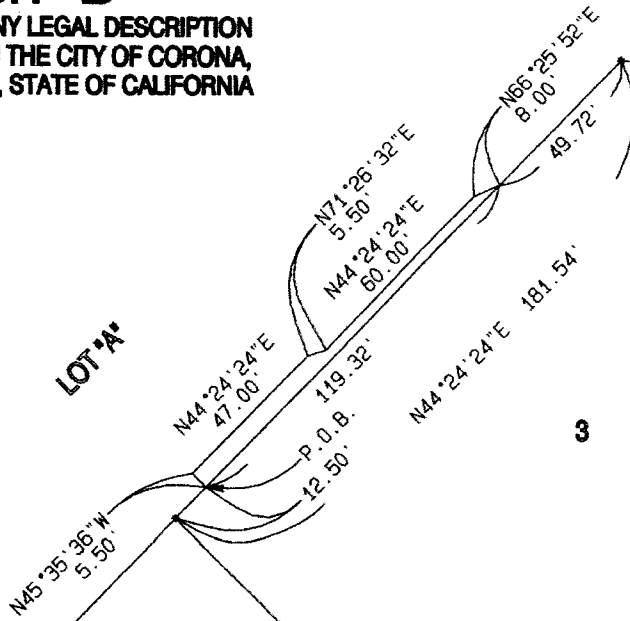
# EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
OF EASEMENT AREA, IN THE CITY OF CORONA,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 1



LOT "A"

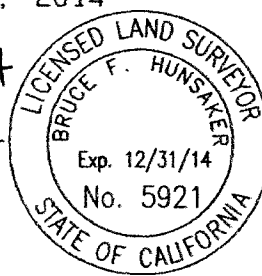


TRACT NO. 24601  
MB 28478-80



I HEREBY STATE THAT THIS EXHIBIT WAS  
PREPARED BY ME OR UNDER MY DIRECT  
SUPERVISION. JUNE 25, 2014

BY: *Bruce F. Hunsaker* 6/26/14



PREPARED BY:  
**HUNSAKER**  
LAND SURVEYING, INC.  
429 MARKETVIEW IRVINE, CA 92602 949-243-4645

CLEVELAND WAY

BRUCE F. HUNSAKER  
PLS 5921  
MY LICENSE EXPIRES:  
DECEMBER 31, 2014

Recording Requested By  
First American Title Company

AND WHEN RECORDED MAIL TO:  
AND MAIL TAX STATEMENT TO:  
David L. Baumgardner  
4016 52nd Avenue CT NW  
GIG HARBOR, WA 99331

DOC # 2014-0305718

08/13/2014 08:00 AM Fees: \$51.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: AGONZALEZ

am 114-520-010

\*DH: \$0

GRANT DEED

\*Conveyance Kabona Fide  
Gift

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS 30.00 and CITY 3.00

XX computed on full value of property conveyed, or  
       computed on full value less liens or encumbrances remaining at the time of sale.  
       unincorporated area:        Corona, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David L. Baumgardner and Kathy A. Baumgardner, Trustees of the Baumgardner Living Trust dated 4-15-92  
(and as an unmarried man)

hereby GRANTS to: Rajesh R. Patel and Anuroopa Patel, Husband and Wife as

the following described real property in the County of Riverside, State of California:

Joint Tenants

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF.

Dated: 05/22/14

David L. Baumgardner Trustees of the Baumgardner living Trust  
dated 4-15-92

Kathy A. Baumgardner aka Kathy Baumgardner

WASHINGTON  
STATE OF CALIFORNIA

COUNTY OF PIERCE

§ S.S.

On MAY 30th 2014, before me, COURTNEY L CHILDERS A NOTARY PUBLIC  
personally appeared KATHY BAUMGARDNER who proved to  
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.

Courtney L Childers

Notary Public  
State of Washington  
COURTNEY L CHILDERS  
My Appointment Expires Jul 28, 2015

Recording Requested By  
First American Title Company

AND WHEN RECORDED MAIL TO:  
AND MAIL TAX STATEMENT TO:  
David L. Baumgardner  
4016 52<sup>nd</sup> Avenue CT NW  
GIG HARBOR, WA 99331

am 114.560-010

\*DH:\$0

GRANT DEED

\*conveyance Kabona Eide  
gift

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$0.00 and CITY S....

XX computed on full value of property conveyed, or  
computed on full value less liens or encumbrances remaining at the time of sale.  
unincorporated area: X Corona, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David L. Baumgardner and Kathy A. Baumgardner, Trustees of the Baumgardner living Trust dated 4-15-92  
(and as an unmarried man)

hereby GRANTS to: Rajesh R. Patel and Anuroopa Patel, Husband and Wife as  
the following described real property in the County of Riverside, State of California: Joint Tenants

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF.

Dated: 05/22/14

David L. Baumgardner Trustees of the Baumgardner living Trust  
dated 4-15-92  
Kathy A. Baumgardner aka Kathy Baumgardner

WASHINGTON  
STATE OF CALIFORNIA

COUNTY OF PIERCE

} S.S.

On MAY 30<sup>th</sup> 2014, before me, COURTNEY L CHILDERS  
personally appeared KATHY BAUMGARDNER who proved to  
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

A NOTARY PUBLIC

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.

Courtney L Childers

Notary Public  
State of Washington  
COURTNEY L CHILDERS  
My Appointment Expires Jul 28, 2015



**WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT** (RCW 42.44.100)

State of Washington

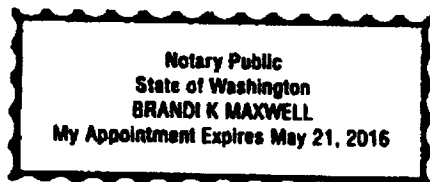
County of PIERCE

} ss.

I certify that I know or have satisfactory evidence that DAVID L BAUMBARDNER  
Name of Signer

is the person who appeared before me, and said  
person acknowledged that he/she signed this  
instrument and acknowledged it to be his/her  
free and voluntary act for the uses and purposes  
mentioned in the instrument.

Dated: JUNE 3 2014  
Month/Day/Year



[Signature]  
Signature of Notarizing Officer

NOTARY PUBLIC  
Title (Such as "Notary Public")

My appointment expires

MAY 21 2016  
Month/Day/Year of Appointment Expiration

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: GRANT DEED

Document Date: MAY 30 2014 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: KATHY N BAUMBARDNER (PREV NOTARIZED)

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# EXHIBIT A

LEGAL DESCRIPTION (AFTER):

PARCEL A

BEING ALL OF LOT 6 AND A PORTION OF LOT A OF TRACT NO. 24601 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 284, PAGES 78 THROUGH 80, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEAST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF CLEVELAND WAY; THENCE NORTH 89°12'55" WEST 75.00 FEET ALONG SAID NORTHERLY LINE; THENCE LEAVING SAID NORTHERLY LINE NORTH 10°21'07" WEST 236.74 FEET; THENCE NORTH 65°49'44" WEST 154.78 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 6; THENCE NORTH 24°10'16" EAST 169.12 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID LOT 6; THENCE SOUTH 87°22'00" EAST 30.92 FEET; THENCE SOUTH 51°59'31" EAST 38.42 FEET; THENCE SOUTH 70°56'16" EAST 25.96 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 79.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 64°13'05" EAST; THENCE SOUTHERLY ALONG SAID CURVE 27.92 FEET THROUGH A CENTRAL ANGLE OF 20°14'47" TO A TANGENT LINE; THENCE SOUTHY 05°32'08" EAST 67.24 FEET; THENCE SOUTH 15°28'40" EAST 336.55 FEET TO THE NORTH LINE OF CLEVELAND WAY AND THE POINT OF BEGINNING.

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

SAID PARCEL CONTAINS 40,888 SQUARE FEET OR 0.939 ACRES

**"EXHIBIT D"**  
**GIFT LETTER**

January 6, 2015

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

Gentlemen:

Re: APNs 144-500-099  
Main Street Dam  
Project No. 2-0-00201

I, the undersigned, am the property owner of a parcel of land known as Parcel 2201-01, consisting of Assessor Parcel Numbers 144-500-099. I have been made aware of the fair market value of the real property, as appraised, is Five Million Nine Hundred Thousand Dollars (\$5,900,000.00) for the proposed conservation of water and the preservation of the floodplain and as such is a public project.

I hereby give as a gift to the Riverside County Flood Control and Water Conservation District, the sum of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) and accept the sum of Four Million Dollars (\$4,000,000.00) as compensation for Assessor Parcel Number 144-500-099.

The following is a legal description of the property involved in this donation to the District:

Parcel B as described in Instrument No. 2006-0141532, recorded February 28, 2006,  
records of Riverside County, State of California, within the city of Corona.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID L. BAUMGARDNER

ACCEPTED:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
GENERAL MANAGER/  
CHIEF ENGINEER