

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

708B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
March 1, 2016

**SUBJECT:** Adopt Resolution No. F2016-04, Authorization to Purchase Fee Simple Interests in Real Property located in the unincorporated area of Riverside County, State of California; Assessor's Parcel Numbers 290-190-027 and 290-190-082; CEQA Notice of Exemption – Coldwater Canyon Wash Project No. 2-0-00505; District 1; District Funds 100% [\$1,535,000.00]

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

1. Finds that the purchase of fee simple interest in real property is exempt from the California Environmental Quality Act ("CEQA") as it has been determined that the project qualifies for "Class 25 Categorical Exemption" pursuant to the State CEQA Guidelines: Section 15325(d), "Acquisition, sale, or other transfer to prevent encroachment of development into flood plains", the project is also consistent with Section 15061(b)(3), "Common Sense Exemption".

Continued on Page 2

P8\202235  
AU:JMV:rlp

*[Signature]*  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,535,000.00	\$ N/A	\$ 1,535,000.00	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 1,535,000.00	\$ N/A	\$ 1,535,000.00	\$ N/A	
<b>SOURCE OF FUNDS:</b> Land – Zone 2 Const./Maint./Misc. 540040-25120-947420				Budget Adjustment: No	
				For Fiscal Year: 15/16	

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

APPROVE

BY: *[Signature]*  
Steven C. Horn

County Executive Office Signature

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

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley 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 1, 2016  
xc: Flood, Recorder

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

Prev. Agn. Ref.:

District: 1st

Agenda Number:

**11-4**

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS  
DATE: 2/17/16

Documental Concurrence

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

- A-30
- 4/5 Vote
- Positions Added
- 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. F2016-04, Authorization to Purchase Fee Simple Interests in Real Property located in the unincorporated area of Riverside County, State of California; Assessor's Parcel Numbers 290-190-027 and 290-190-082; CEQA Notice of Exemption – Coldwater Canyon Wash Project No. 2-0-00505; District 1; District Funds 100% [\$1,535,000.00]

**DATE:** March 1, 2016

**PAGE:** Page 2 of 3

**Recommended Motion: contd.**

2. Adopt Resolution No. F2016-04, Authorization to Purchase Fee Simple Interests in Real Property located in the unincorporated area of Riverside County, State of California, Assessor's Parcel Numbers 290-190-027 and 290-190-082, also referred to as RCFC Parcel Numbers 2505-500 and 2505-501, by Grant Deeds for the Coldwater Canyon Wash Project.
3. Approve the Agreement for Purchase and Sale of Real Property between the District and William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992 concerning real property with APN 290-190-027 and the Agreement for Purchase and Sale of Real Property between the District and Glen Ivy Properties, LLC, concerning real property with APN 290-190-082 and authorize the Chairman of the Board to execute said Agreements on behalf of the District.
4. Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction.
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.
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

**BACKGROUND:**

**Summary**

The existing Coldwater Canyon Wash is a natural watercourse located between Glen Ivy Road and Squaw Mountain Road, just outside the City limits of Corona. The subject property is located within a natural watercourse designated as a Department of Water Resources (DWR) Special Flood Hazard Area. The existing watercourse often floods Temescal Canyon Road, and the District is reviewing and investigating some erosion occurring along the Wash. The acquisition of the subject properties will protect the floodplain from development encroachment. No construction or future facilities are proposed at this time.

Acquisition of the subject properties has been negotiated with the property owners who are willing sellers. District staff recommends the following approval for: 1) an Agreement for the Purchase and Sale negotiated with the property owners, William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992, for the fair market value of \$655,000.00. The Purchase Agreement covers the fee title interest that is described as Assessor's Parcel No. 290-190-027, area referred to as RCFC Parcel No. 2505-500. The property area consists of approximately 2.5 acres± of vacant unimproved land and 2) an Agreement for the Purchase and Sale negotiated with the property owners, Glen Ivy Properties, LLC, for the fair market value of \$860,000.00. The Purchase Agreement covers the fee title interest that is described as Assessor's Parcel No. 290-190-082, area referred to as RCFC Parcel No. 2505-501. The property area consists of approximately 4.15 acres± of vacant unimproved land. In total, the consideration for both properties is \$1,515,000 for the fee title interest, plus \$20,000.00 for title insurance and escrow fees. The consideration for the real property is determined to be reasonable as it is the appraised fair market value for the vacant unimproved real property.

The project is exempt from CEQA because it qualifies as a "Class 25 Categorical Exemption" pursuant the State CEQA Guidelines: Section 15325(d), "Acquisition, sale, or other transfer to prevent encroachment of development into flood plains"; the project is also consistent with Section 15061(b)(3), "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment, as it is merely a conveyance of vacant and undisturbed property to the District that will protect the floodplain from development encroachment. No construction or

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

**FORM 11:** Adopt Resolution No. F2016-04, Authorization to Purchase Fee Simple Interests in Real Property located in the unincorporated area of Riverside County, State of California; Assessor's Parcel Numbers 290-190-027 and 290-190-082; CEQA Notice of Exemption – Coldwater Canyon Wash Project No. 2-0-00505; District 1; District Funds 100% [\$1,535,000.00]

**DATE:** March 1, 2016

**PAGE:** Page 3 of 3

future facilities are proposed at this time. Furthermore, any future use of the site would undergo the appropriate CEQA review process, if a project is identified and proposed.

**Impact on Residents and Businesses**

No adverse impact; the acquisition of these properties would protect the floodplain from development encroachment.

Resolution No. F2016-04, the Notice of Exemption, and the Agreements for the Purchase and Sale of Real Property have been approved as to form by County Counsel.

**ATTACHMENTS (in this order):**

- Resolution No. F2016-04
- Regional Map of subject area
- Agreements for Purchase and Sale of Real Property with William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992
- Exhibit "A-1" Legal Description and Exhibit "B-1" Plat Map for the PSA concerning Assessor's Parcel Number 290-290-027
- Agreements for Purchase and Sale of Real Property with Glen Ivy Properties, LLC
- Exhibit "A-2" Legal Description and Exhibit "B-2" Plat Map for the PSA concerning Assessor's Parcel Number 290-190-082
- Notice of Exemption (NOE) and Authorization to Bill to pay NOE filing fee

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2016-04

AUTHORIZATION TO PURCHASE FEE SIMPLE INTERESTS IN REAL PROPERTY  
LOCATED IN THE UNINCORPORATED AREA OF  
RIVERSIDE COUNTY, STATE OF CALIFORNIA  
COLDWATER CANYON WASH  
PROJECT NO. 2-0-00505  
ASSESSOR'S PARCEL NUMBERS 290-190-027 AND 290-190-082

WHEREAS, William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992 and Glen Ivy Properties, LLC (collectively the "Sellers") are the owners of certain real property located in the unincorporated area of Riverside County, State of California, commonly identified with Assessor's Parcel Nos. 290-190-027 and 290-190-082, respectively (collectively the "Properties"); and

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") desires to acquire from the Sellers and the Sellers desire to sell to the District, the Properties pursuant to the terms of the negotiated respective Agreements for Purchase and Sale of Real Property (the "Project"); and

WHEREAS, the subject properties are located within the Coldwater Canyon Wash, which is a natural watercourse that have been designated as a Department of Water Resources Special Flood Hazard Area; and

WHEREAS, Temescal Canyon Road is often subject to flooding during significant storm events and erosion is occurring along the Coldwater Canyon Wash; and

WHEREAS, the acquisition Project will protect the floodplain from development encroachment; and

WHEREAS, no construction or future facilities are proposed at this time, although the District may use the site in the future for flood control and/or water recharge improvements; and

WHEREAS, the District is working to identify and develop solutions to: 1) reduce flooding and erosion along the Coldwater Canyon Wash; 2) reduce flooding on Temescal Canyon Road; and 3) to potentially use the site for groundwater recharge; and

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* DATE: 3-17-16  
SYNTHIA M. GUNZEL

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WHEREAS, any potential future use of the site would undergo the appropriate California Environmental Quality Act ("CEQA") review process, once and if a project has been identified, vetted and proposed.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the District, in regular session assembled on March 1, 2016, 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. Based on the review of the proposed acquisition, the environmental impacts of the acquisition project have been sufficiently assessed. The project qualifies for a CEQA "Class 25 Categorical Exemption" pursuant to Section 15325(d) of the State CEQA Guidelines, because the District is merely purchasing interest in real property, which will protect the floodplain from development encroachment.
- 2. Furthermore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the project qualifies for the "General Rule" or "Common Sense Exemption" because 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 and transferring title in real property and this conveyance does not effect a change in the environment.
- 3. Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by vote of the Board, at or after 9:00 a.m., that this Board authorizes:

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1. The purchase of that certain real property in the unincorporated area of Riverside County, State of California, consisting of approximately 2.5± acres of vacant, unimproved real property with Assessor's Parcel Number 290-190-027, and also known as RCFC Parcel No. 2505-500 in fee, more particularly described on Exhibit "A-1" attached hereto and by this reference incorporated herein, for a purchase price of \$655,000.00 plus an additional \$10,000.00 for title insurance and escrow fees, from William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992 by Grant Deed; and
2. The purchase of that certain real property in the unincorporated area of Riverside County, consisting of approximately 4.15± acres of vacant, unimproved real property with Assessor's Parcel Number 290-190-082, and also known as RCFC Parcel No. 2505-501 in fee, more particularly described on Exhibit "A-2" attached hereto and by this reference incorporated herein, for a purchase price of \$860,000.00 plus an additional \$10,000.00 for title insurance and escrow fees, from Glen Ivy Properties, LLC by Grant Deed.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Purchase and Sale of Real Property between the District and William R. K. Ferril III and the Bryan Family Trust dated November 4, 1992 is hereby approved and the Chairman of the Board of Supervisors of the District is authorized to execute the same on behalf of the District.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Purchase and Sale of Real Property between the District and Glen Ivy Properties, LLC is hereby approved and the Chairman of the Board of Supervisors of the District is authorized to execute the same on behalf of the District.

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

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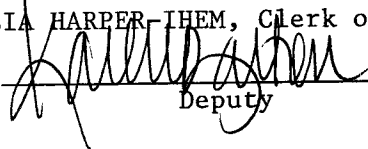
BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the real property and this transaction.

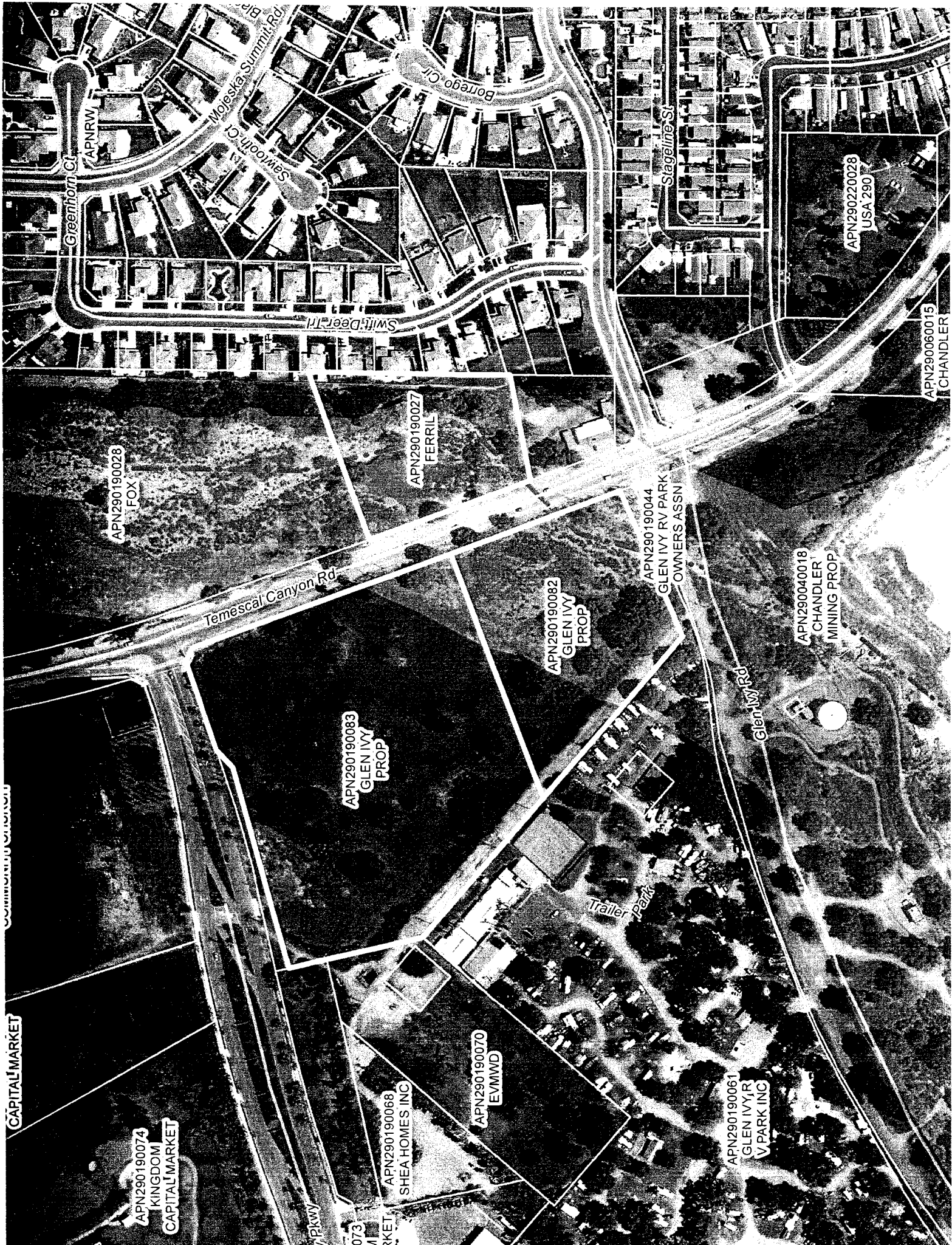
BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board shall file a Notice of Exemption with the Riverside County Clerk's Office within five (5) working days of approval by the Board.

ROLL CALL:

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

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



APN290190028  
FOX

APN290190027  
FERRIL

APN290190044  
GLEN IVY RY PARK  
OWNERS ASSN

APN290190082  
GLEN IVY  
PROP

APN290190083  
GLEN IVY  
PROP

APN290190070  
EVMWD

APN290190061  
GLEN IVY R  
V PARK INC

APN290040018  
CHANDLER  
MINING PROP

APN290220028  
USA 290

APN290060015  
CHANDLER

CAPITAL MARKET

APN290190074  
KINGDOM  
CAPITAL MARKET

APN290190068  
SHEA HOMES INC

Trailer Park

Temescal Canyon Rd

Glen Ivy Rd

Greenhorn Ct

APNRW

Samooth Ct

Mojesta Summit Rd

Borrego Cr

Stageing St

Smith Deer Trl

PKWY

073

MARKET



Exhibit "A-1"

Coldwater Wash at Glen Ivy  
Parcel 2505-500

Being a portion of Lot 45, as shown on Map Book 90, Pages 18 through 22, inclusive, as described in that certain Grant Deed recorded as Instrument Number 143632, on August 8, 1980, records of Riverside County, located in the unincorporated territory of Riverside County, State of California, described as follows:

Beginning at the southwest corner of said Lot 45 as shown on said Map Book 90, Pages 18 through 22;

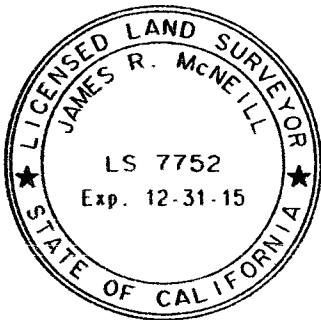
Thence North  $21^{\circ} 05' 00''$  West 364.00 feet along the westerly line of said Lot 45;

Thence North  $68^{\circ} 55' 00''$  East 360.05 feet to the easterly line of said lot;

Thence South  $00^{\circ} 26' 55''$  West 431.32 feet along said easterly line, to the southeast corner of said Lot 45;

Thence South  $79^{\circ} 22' 14''$  West 205.15 feet along the southerly line of said lot to the Point of Beginning.

A lot line adjustment for the above described parcel was approved by the Riverside Planning Department November 7, 1979 as case number 773.



  
\_\_\_\_\_  
JAMES R. McNEILL

Land Surveyor No. 7752

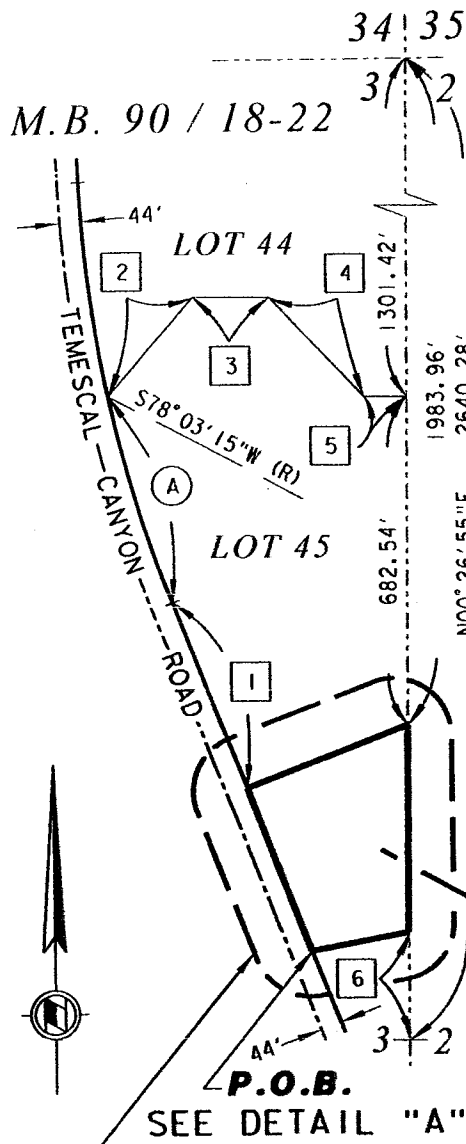
Signed on Behalf of:

Riverside County Flood Control  
and Water Conservation District

Date: 10-14-14

### Exhibit "B-1"

BEING A PORTION OF LOT 45, AS SHOWN ON MAP BOOK 90, PAGES 18 THROUGH 22, INCLUSIVE, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS INSTRUMENT NUMBER 143632 ON AUGUST 8, 1980, RECORDS OF RIVERSIDE COUNTY, LOCATED IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
1	N21° 05' 00" W	413.71'
2	N40° 25' 19" E	267.34'
3	N89° 33' 05" W	160.00'
4	N43° 18' 07" W	283.62'
5	N89° 33' 05" W	90.00'
6	N00° 26' 55" E	225.00'

M.B. 90 / 18-22

LOT 45

LLA APPROVED BY RIVERSIDE COUNTY PLANNING DEPT. NOV 7, 1979, CASE NO. 773

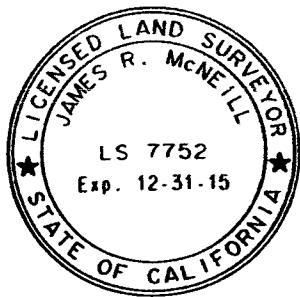
PARCEL 2505-500

PARCEL 2505-500

**P.O.B.**  
SW COR.  
LOT 45

DETAIL "A"

NO SCALE



CURVE DATA				
○	△ =	R =	T =	L =
A	09° 08' 15"	2820.93'	225.42'	449.88'

*[Signature]*  
DATE: 10-14-14

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

COLDWATER WASH AT GLEN IVY

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 2505-500

SCALE:

NO SCALE

OCT-08-2014

PREPARED BY:

CJC

SHEET NO.

1 OF 1

Exhibit "A-2"

Coldwater Wash at Glen Ivy  
Parcel 2505-501

All of Parcel "B" of that certain notice of Lot Line Adjustment Number 4436 as shown on Instrument Number 2002-665539 recorded on November 14, 2002, records of Riverside County, located in the unincorporated territory of Riverside County, State of California.



  
JAMES R. McNEILL

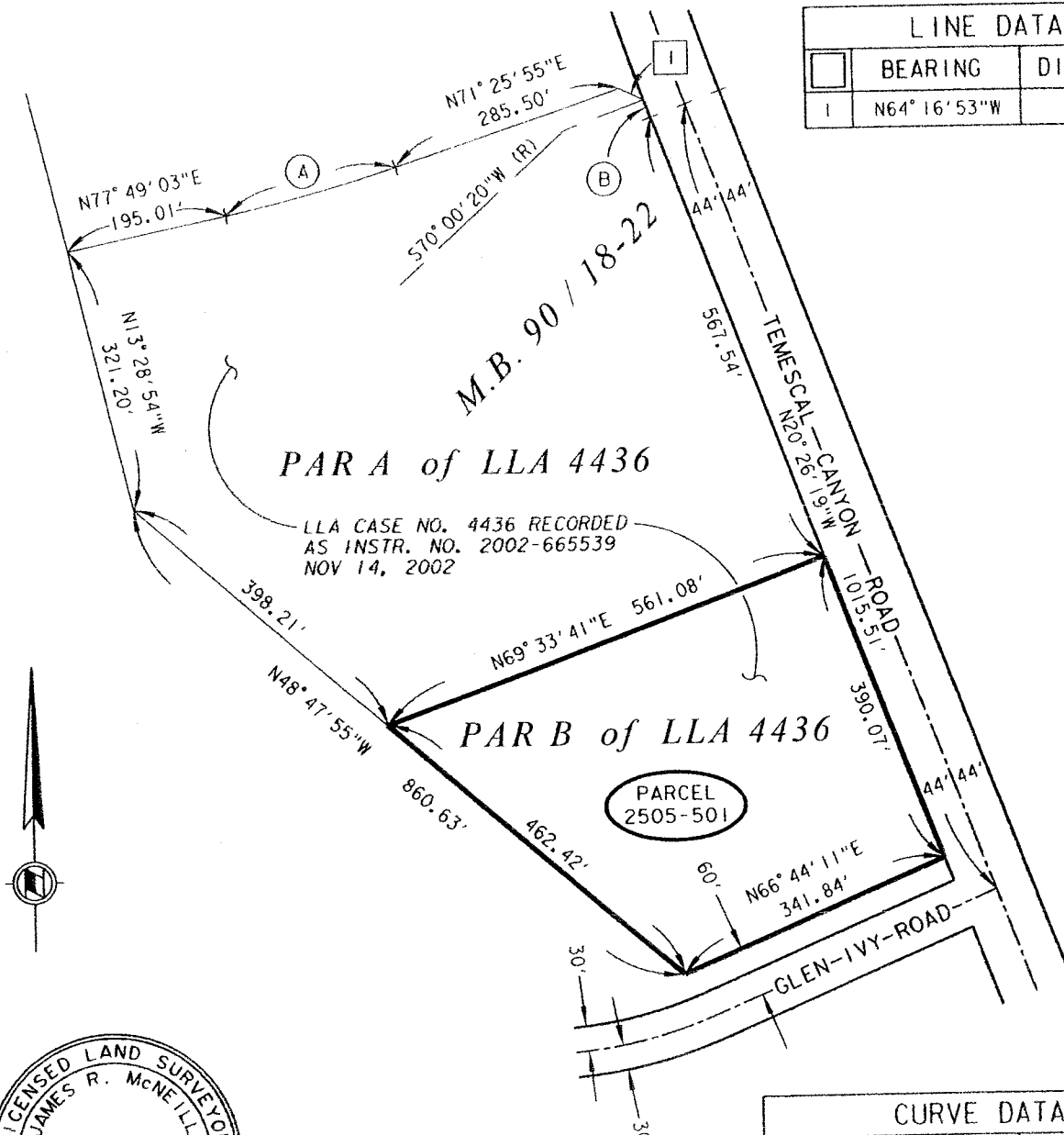
Land Surveyor No. 7752  
Signed on Behalf of:  
Riverside County Flood Control  
and Water Conservation District

Date: 10-14-14

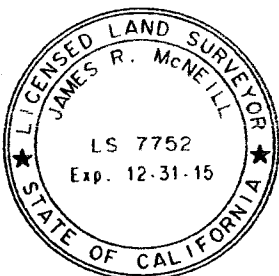
### Exhibit "B-2"

ALL OF PARCEL "B" OF THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT NUMBER 4436 AS SHOWN ON INSTRUMENT NUMBER 2002-665539 RECORDED ON NOVEMBER 14, 2002, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

LINE DATA		
	BEARING	DISTANCE
I	N64° 16' 53" W	32.12'



LLA CASE NO. 4436 RECORDED AS INSTR. NO. 2002-665539 NOV 14, 2002



*[Signature]*  
DATE: 10-14-14

CURVE DATA				
	Δ =	R =	T =	L =
A	06° 23' 08"	1900.00'	105.99'	211.75'
B	00° 26' 39"	2908.93'	11.27'	22.55'

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: COLDWATER WASH AT GLEN IVY			
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 2505-501	SCALE: NO SCALE  OCT-08-2014	PREPARED BY: CJC  SHEET NO. 1 OF 1

1 Coldwater Canyon Wash  
2 Project No. 2-8-00505  
3 APN 290-190-082  
4 RCFC Parcel 2505-501

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

6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,  
7 ("Agreement"), is entered into this 1st day of March 2016 by and between the  
8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a  
9 body politic, (hereinafter called "DISTRICT" or "BUYER") and GLEN IVY PROPERTIES,  
10 LLC, a California limited liability company, (hereinafter called "SELLER") for acquisition by  
11 BUYER from SELLER of certain real property interests for the Coldwater Canyon Wash,  
12 (hereinafter called "PROJECT").

13 **RECITALS**

- 14 A. SELLER is the owner of certain real property located in the unincorporated area of the  
15 County of Riverside, State of California, consisting of approximately 4.15 acres of land,  
16 located at the west side of Temescal Canyon Road, south of Trilogy Parkway, in the  
17 unincorporated area of Riverside County near Corona, State of California, identified  
18 with Assessor's Parcel No. 290-190-082, and any related improvements, appurtenances  
19 and related personal and intangible property, ("Property").
- 20 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically  
21 described herein.
- 22 C. SELLER is the owner of additional real property located adjacent to the Property,  
23 consisting of approximately 9.77 acres of vacant land, identified with Riverside County  
24 Assessor's Parcel Number 290-190-083, hereafter referred to as "Land". The Land and  
25 the Property are part of the SELLER'S larger property holdings for a recreational vehicle  
26 park, a golf course and open space under certain previous land use permits approved by  
27 the governing jurisdiction, the County of Riverside ("County").
- 28 D. SELLER has represented that it desires to develop the Land in the future and has  
requested that should the SELLER'S conditions of approval associated with development  
of the LAND require a off-site flood control facility into the future Coldwater Canyon  
Wash project area be imposed by the governing jurisdiction, and if the SELLER cannot  
reasonably acquire necessary rights for such off-site flood facility, the BUYER is willing  
to cooperate with the SELLER with SELLER's request to the County for assistance in  
acquiring the necessary right of way from a third party per standard County protocol  
provided SELLER has diligently and in good faith pursued the acquisition of such right  
of way.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the  
2 receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to  
3 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the  
4 consideration set forth in this Agreement, the following interests in certain real property,  
located in the Riverside County, California and is currently identified with Riverside  
County Assessor's Parcel No. 290-190-082.

5 The Fee Title which affects a section of land that will hereinafter be referred to as  
6 "Parcel 2505-501 ". Said section of land contains approximately 4.15 acres. Said above-  
listed interests in real property will hereinafter be referred to as the "Property".

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

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

11 EIGHT HUNDRED SIXTY THOUSAND DOLLARS  
12 (\$860,000.00)

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

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

25 4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its  
26 authorized agents, permission to enter upon the Property at all reasonable times prior to  
27 close of this transaction for the purpose of conducting due diligence, including making  
28 necessary or appropriate inspections. BUYER will give SELLER reasonable written  
notice before going on the Property. BUYER does hereby indemnify and hold harmless  
SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and  
representatives free and harmless from and against any and all liability, loss, damages  
and costs and expenses, demands, causes of action, claims or judgments, arising from or

1 that is in any way connected with BUYER'S inspections or non-permanent  
 2 improvements involving entrance onto the Property pursuant to this Section 4. If  
 3 BUYER fails to acquire the Property due to BUYER'S default, this license will terminate  
 4 upon the termination of BUYER'S right to purchase the Property. In such event,  
 5 BUYER will remove or cause to be removed all of BUYER'S personal property,  
 6 facilities, tools and equipment from the Property. If BUYER does not remove all of  
 7 BUYER'S personal property, facilities, tools and equipment from the Property within ten  
 8 business days of the date that BUYER'S license terminates under this Section, SELLER  
 9 has the right to remove said personal property, facilities, tools and equipment from the  
 10 Property. In the event of BUYER fails to remove BUYER'S personal property,  
 11 facilities, tools and equipment from the Property after entering the Property to perform  
 12 due diligence, including to make necessary or appropriate inspections as specified in this  
 13 Section 4, BUYER is responsible for all reasonable costs incurred by SELLER in any  
 14 such removal by SELLER.

15 5. ESCROW. The parties will establish an escrow at Lawyers Title of California  
 16 ("Escrow") to accommodate the transaction contemplated by this Agreement. For  
 17 purposes of this Agreement, Opening of Escrow means the date on which Escrow  
 18 Holder receives a fully executed original of this Agreement. The parties shall open an  
 19 escrow within five (5) business days of the date on which this Agreement is fully  
 20 executed by the parties. Close of Escrow means the date on which the Grant Deed is  
 21 recorded in the Official Records of the County of Riverside. The Close of Escrow will  
 22 be as soon as possible after the Opening of Escrow, but in no event shall the Close of  
 23 Escrow be later than one hundred twenty (120) days after the Opening of Escrow. The  
 24 parties hereto shall execute and deliver to Escrow Holder such escrow instructions  
 25 prepared by Escrow Holder as may reasonably be required to consummate the  
 26 transaction contemplated by this Agreement. Any such instructions shall not conflict,  
 27 amend or supersede any provisions of this Agreement; this Agreement shall control  
 28 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:

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

1 performed may be extended by mutual agreement of the parties hereto. Any  
2 amendment of, or supplement to, any instructions must be in writing.

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

11 A. The applicable zoning, building and development regulations of any  
12 municipality, county, state or federal jurisdiction affecting the Property.

13 B. Those non-monetary exceptions not objected to by BUYER within ten (10)  
14 business days after the date BUYER receives the title commitment and legible  
15 copies of all instruments noted as exceptions therein. If BUYER  
16 "unconditionally disapproves" any such exceptions Escrow will thereupon  
17 terminate, all funds deposited therein will be refunded to BUYER (less  
18 BUYER'S share of escrow cancellation charges) and this Agreement will be in  
19 no further force or effect. If BUYER "conditionally disapproves" any such  
20 exceptions, then SELLER will use SELLER'S best efforts to cause such  
21 exceptions to be removed by the Close of Escrow. If such conditionally  
22 disapproved non-monetary exceptions are not removed by the Close of Escrow,  
23 BUYER may, at BUYER'S option, either accept the Property subject to such  
24 exceptions, or terminate the Escrow and receive a refund of all funds deposited  
25 into Escrow (less BUYER'S share of escrow cancellation charges), if any, and  
26 this Agreement will thereupon be of no further force or effect. At the Close of  
27 Escrow, BUYER'S fee interest in the Property will be free and clear of all  
28 monetary liens and monetary encumbrances.

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

26 D. Quasi-public utility, public utility, public alley, public street easements and rights  
27 of way of record.

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



1  
2 8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:

- 3 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,  
4 legal proceedings or any other proceedings affecting the Property or any portion  
5 thereof, at law, or in equity before any court or governmental agency, domestic  
6 or foreign.
- 7 B. To the best of SELLER'S knowledge, there are no encroachments onto the  
8 Property by improvements on any adjoining property, nor do any buildings or  
9 improvements on the Property encroach onto other properties.
- 10 C. Until the Close of Escrow, SELLER shall maintain the Property in good  
11 condition and state of repair and maintenance, and shall perform all of its  
12 obligations under any service contracts or other contracts affecting the Property.
- 13 D. SELLER has good and marketable title to the Property. SELLER has no actual  
14 knowledge of any unrecorded or undisclosed legal or equitable interest in the  
15 Property owned or claimed by anyone other than SELLER. SELLER has no  
16 knowledge that anyone will, at the Closing, have any right to possession of the  
17 Property, except as disclosed by this Agreement or otherwise in writing to  
18 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the  
19 Property. No assessment lien or bond encumbers the Property, and no  
20 governmental authority has undertaken any action that could give rise to an  
21 assessment lien affecting the Property and shall not do anything that would  
22 impair SELLER'S title to any of the Property.
- 23 E. To the best of SELLER'S knowledge, neither the execution of this Agreement  
24 nor the performance of the obligations herein will conflict with, or breach any of  
25 the provisions of any bond, note, evidence of indebtedness, contract, lease or  
26 other agreement or instrument to which the Property may be bound.
- 27 F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,  
28 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.
- G. SELLER represents and warrants that it did not use, generate, release, discharge,  
store or dispose of any hazardous waste, toxic substances or related materials on,  
or under, in or about the Property or transport any Hazardous Materials to or  
from the Property and that it shall not use, generate, release, discharge, store or  
dispose of any hazardous waste, toxic substances or related materials on, or  
under, in or about the Property prior to the Close of Escrow. The term  
"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,

1 Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as  
 2 "hazardous material", "hazardous substance" or "hazardous waste" under Section  
 3 25501 of the California Health and Safety Code, Division 20, Chapter 6.95  
 4 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as  
 5 "hazardous substance" under Section 25281 of the California Health and Safety  
 6 Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances),  
 7 (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under  
 8 Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article  
 9 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix)  
 10 designated as a "hazardous substances" pursuant to Section 311 of the Clean  
 11 Water Act, (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to  
 12 Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901  
 13 *et seq.* (42 U.S.C. §6903) or (xi) defined as a "hazardous substances" pursuant to  
 14 Section 101 of the Comprehensive Environmental Response, Compensation, and  
 15 amending by Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

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

19 I. This Agreement and the performance of SELLER'S obligations under it and all  
 20 documents executed by SELLER that are to be delivered to BUYER at the  
 21 Closing are, or on the Closing Date will be, duly authorized, executed, and  
 22 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and  
 23 binding obligations of SELLER, and do not, and on the Closing Date will not,  
 24 violate any provision of any agreement or judicial order to which SELLER is a  
 25 party or to which SELLER or the Property is subject. No consent of any partner,  
 26 shareholder, creditor, investor, judicial or administrative body, government  
 27 agency, or other party is required for SELLER to enter into and/or to perform  
 28 SELLER'S obligations under this Agreement, except as has already been  
 obtained. If SELLER is a corporation, it is organized, validly existing, and in  
 good standing under the laws of the State of California.

9. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents  
 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 Escrow  
 and shall survive the Close of Escrow:

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

B. BUYER has the power and authority to execute and deliver this 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 herein.

10. CLOSING CONDITIONS.

A. All obligations of BUYER under this Agreement are subject to the fulfillment,

1 before or at Closing, of each of the following conditions:

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

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

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

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

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

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

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

A. SELLER shall pay or be charged:

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

B. BUYER shall pay or be charged:

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

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

- 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes 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. SELLER shall have the right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.
- 2) Utility Deposits. SELLER will notify all utility companies servicing the Property of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER. SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.

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

13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER'S representation, warranties or covenants provided in this Agreement. Buyer shall indemnify, defend and hold harmless Seller from an claim, action, suit, proceeding cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or base on Buyer's use of the Property, except to the extent caused by any breach of Seller's representation, warranties or covenants provide in this Agreement.

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

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

SELLER: Glen Ivy Properties, LLC  
Attn: Torrey Day-Click  
16181 Blacksage Court  
Riverside, CA 92503

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

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

ESCROW HOLDER: Lawyers Title of California  
Attn: Debbie Strickland  
3480 Vine Street, Suite 300  
Riverside, CA 92507

16. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.
- C. Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings,

1 representations, or statements between the parties respecting said subject matter  
2 (whether oral or in writing). No person is authorized to make, and by execution  
3 hereof SELLER and BUYER acknowledge that no person has made, any  
4 representation, warranty, guaranty or promise except as set forth herein; and no  
5 agreement, statement, representation or promise made by any such person which  
6 is not contained herein shall be valid or binding on SELLER or BUYER.

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

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written instructions related thereto as may be executed and delivered into Escrow by SELLER. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by SELLER'S Broker or any person other 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.

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

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

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[Signatures 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:**

**GLEN IVY PROPERTIES, LLC,  
A Limited Liability Company:**

4  
5  
6 Dated: JANUARY 26, 2016

By: Benjamin B. Day  
BENJAMIN B. DAY, Managing Member

7  
8  
9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ASHLEY DAY MINNICH, Member

10  
11  
12 Dated: Jan 26, 2016

By: Torrey Day-Click  
TORREY DAY-CLICK, Member

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

By: **ASHLEY DAY MINNICH  
IRREVOCABLE TRUST:**  
By: \_\_\_\_\_  
ASHLEY DAY MINNICH, Trustee

19  
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22  
23  
24 Dated: Jan 26, 2016

By: Torrey Day-Click  
TORREY DAY-CLICK, Trustee

[Signed in counterpart]

27 APN 290-190-082  
Coldwater Canyon Wash  
Project No. 2-0-00505  
28 RCFC Parcel No. 2505-501

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

**SELLER:** **GLEN IVY PROPERTIES, LLC,**  
**A Limited Liability Company:**

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

By: \_\_\_\_\_

BENJAMIN B. DAY, Managing Member

Dated: 1/26/16

By: *Ashley Day Minnich*

ASHLEY DAY MINNICH, Member

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

By: \_\_\_\_\_

TORREY DAY-CLICK, Member

**By: ASHLEY DAY MINNICH**  
**IRREVOCABLE TRUST:**

Dated: 1/26/16

By: *Ashley Day Minnich*

ASHLEY DAY MINNICH, Trustee

**By: TORREY DAY-CLICK**  
**IRREVOCABLE TRUST:**

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

By: \_\_\_\_\_

TORREY DAY CLICK, Trustee

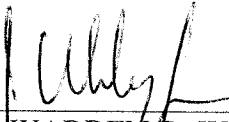
[Signed in counterpart]

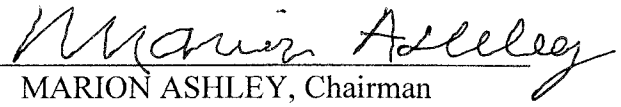
APN 290-190-082  
Coldwater Canyon Wash  
Project No. 2-0-00505  
RCFC Parcel No. 2505-501

1 BUYER:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

2  
3 RECOMMENDED FOR APPROVAL:

4  
5 By:   
6 WARREN D. WILLIAMS  
7 General Manager-Chief Engineer

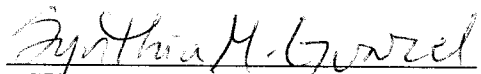
By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control  
and Water Conservation District  
Board of Supervisors

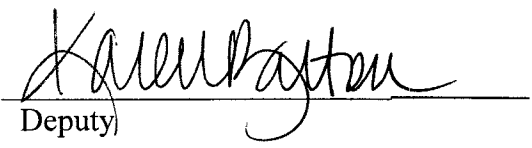
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10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS  
12 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

13  
14 By:   
15 SYNTHIA M. GUNZEL  
16 Deputy County Counsel

By:   
Deputy  
(Seal)

17  
18  
19 [Signed in counterpart]

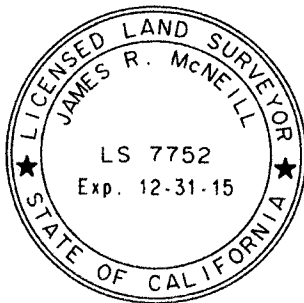
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26 APN 290-190-082  
27 Coldwater Canyon Wash  
28 Project No. 2-0-00505  
RCFC Parcel No. 2505-501

Exhibit "A"

**Coldwater Wash at Glen Ivy  
Parcel 2505-501**

All of Parcel "B" of that certain notice of Lot Line Adjustment Number 4436 as shown on Instrument Number 2002-665539 recorded on November 14, 2002, records of Riverside County, located in the unincorporated territory of Riverside County, State of California.



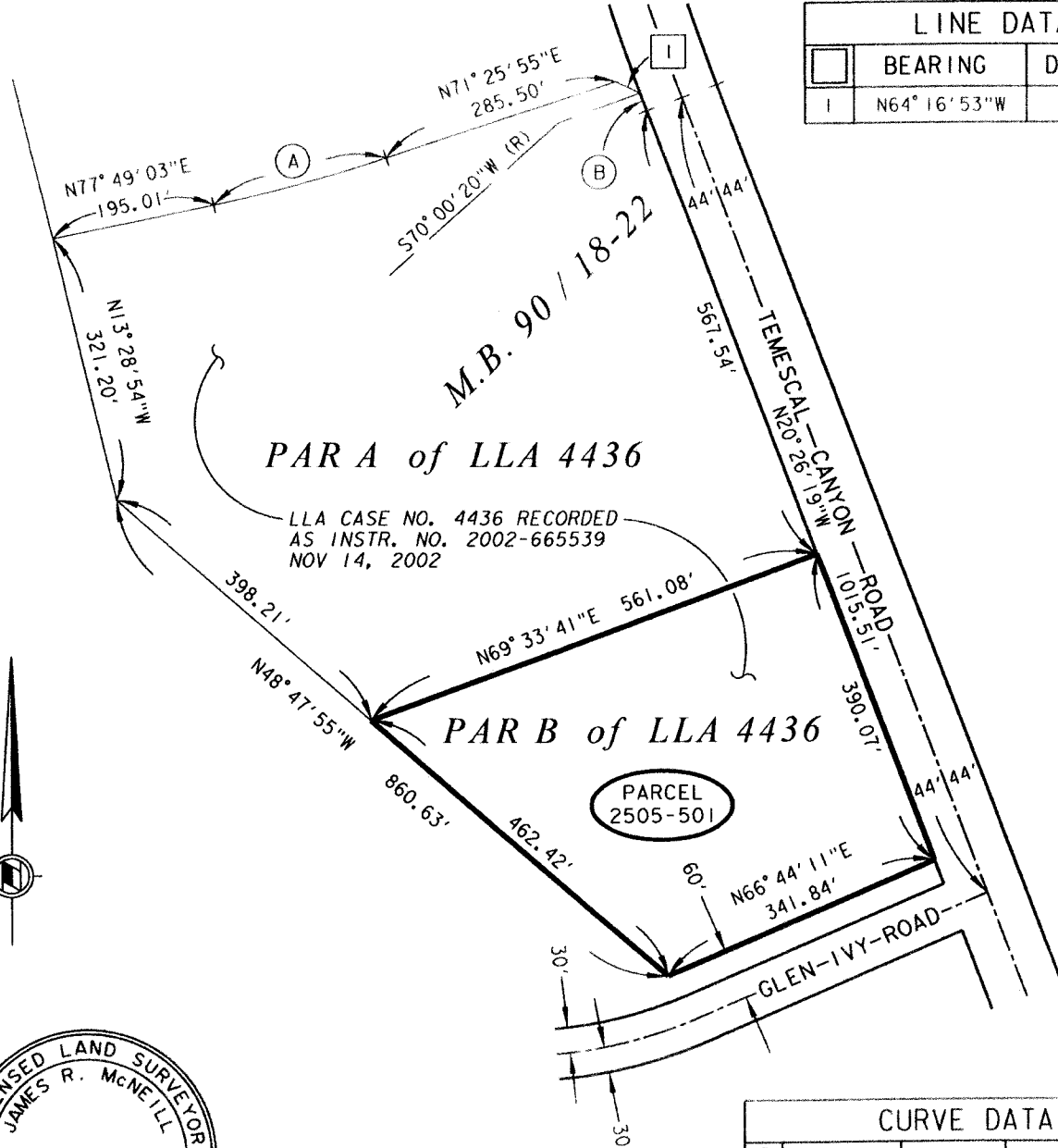
  
\_\_\_\_\_  
JAMES R. McNEILL

Land Surveyor No. 7752  
Signed on Behalf of:  
Riverside County Flood Control  
and Water Conservation District

Date: 10-14-14

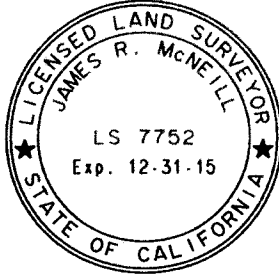
### Exhibit "B"

ALL OF PARCEL "B" OF THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT NUMBER 4436 AS SHOWN ON INSTRUMENT NUMBER 2002-665539 RECORDED ON NOVEMBER 14, 2002, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
I	N64°16'53"W	32.12'

CURVE DATA				
	Δ =	R =	T =	L =
A	06°23'08"	1900.00'	105.99'	211.75'
B	00°26'39"	2908.93'	11.27'	22.55'



*[Signature]*  
DATE: 10-14-14

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

PROJECT NAME: COLDWATER WASH AT GLEN IVY			
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 2505-501	SCALE: NO SCALE  OCT-08-2014	PREPARED BY: CJC  SHEET NO. 1 OF 1

1 Project: Coldwater Canyon Wash  
Project No. 2-0-00505  
2 APN 290-190-027  
3 RCFC Parcel No. 2505-500  
4

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

6 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,  
("Agreement"), is entered into this 1st day of MARCH, 2016 by and between the  
7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a  
body politic, (hereinafter called "DISTRICT" or "BUYER") and William Ferril and Mary  
8 Ferril, as to an undivided 50% interest, and Mary Bryan as Trustees of the Bryan Family Trust,  
as to an undivided 50% interest (collectively hereinafter called "SELLER") for acquisition by  
9 BUYER from SELLER of certain real property interests for the Coldwater Canyon Wash  
(hereinafter called "PROJECT").  
10

11 **RECITALS**

- 12 A. SELLER is the owner of certain real property located in the Corona area, within the  
County of Riverside, State of California, consisting of approximately 2.5 acres of land,  
13 with Assessor's Parcel No. 290-190-027, and the related improvements, appurtenances  
and certain related personal and intangible property.  
14  
15 B. SELLER desires to sell and BUYER desires to purchase the fee interest in the  
SELLER'S PROPERTY as specifically described herein.  
16

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

- 18 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,  
the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to  
19 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the  
consideration set forth in this Agreement, the following fee interest in certain real  
20 property, located in Riverside County, California, with Riverside County Assessor's  
Parcel No. 290-190-027.  
21

22 The fee title which affects a section of land that will hereinafter be referred to as "Parcel  
2505-500". Said section of land contains approximately 2.5 acres. Said interest in real  
23 property will hereinafter be collectively referred to as the "Property".

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

- 26 2. PURCHASE PRICE. The total purchase price value that BUYER will provide to  
27 SELLER for the PROPERTY is:

28 **SIX HUNDRED FIFTY-FIVE THOUSAND DOLLARS**  
(\$655,000.00)

MAR 01 2016 11-4

1  
2 Said purchase price shall be payable in cash at the close of escrow and in accordance with this agreement

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

25 4. ESCROW. The parties will establish an escrow at Lawyers Title of California  
26 ("Escrow") to accommodate the transaction contemplated by this Agreement. For  
27 purposes of this Agreement, Opening of Escrow means the date on which Escrow  
28 Holder receives a fully executed original of this Agreement. The parties shall open an  
escrow within five (5) business days of the date on which this Agreement is fully  
executed by the parties. Close of Escrow means the date on which the Grant Deed is  
recorded in the Official Records of the County of Riverside. The Close of Escrow will  
be as soon as possible after the Opening of Escrow, but in no event shall the Close of  
Escrow be later than one hundred eighty (180) days after the Opening of Escrow. The  
parties hereto shall execute and deliver to Escrow Holder such escrow instructions  
prepared by Escrow Holder as may reasonably be required to consummate the  
transaction contemplated by this Agreement. Any such instructions shall not conflict,  
amend or supersede any provisions of this Agreement; this Agreement shall control  
unless the parties expressly agree in writing otherwise. The Escrow Instructions shall  
include the following terms and conditions for disbursements and other actions by  
Escrow Holder of this sale which shall occur at the Close of Escrow:

A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with  
Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or  
credit all items chargeable to the account of SELLER and/or BUYER pursuant  
to Sections 5 and 10; b) disburse the balance of the Purchase Price; and, (c)  
disburse any excess proceeds deposited by BUYER to BUYER.

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- B. Recording. Cause the Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to BUYER and SELLER.
- C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.
- D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER.
- E. Time limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title of California (the "Escrow Holder") shall obtain and issue a title commitment for the Property. Escrow Holder will also request two (2) copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. Escrow Holder will insure BUYER'S fee title to the Property, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price ("Policy") provided in Section 2. 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"):
- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.
- B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER'S share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER'S best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER'S option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER'S share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER'S fee interest in the Property will be free and clear of all monetary liens and monetary encumbrances.



- 1 C. Taxes: Current fiscal year, including personal property tax, if any, and any  
 2 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue  
 3 and Taxation Code of the State of California. All other taxes owed whether  
 4 presently current or delinquent are to be CURRENT at the Close of Escrow.
- 5 D. Quasi-public utility, public utility, public alley, public street easements and  
 6 rights of way of record.
- 7 6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between  
 8 the parties hereto that the right of possession and use of the Property by BUYER,  
 9 including the right to remove and dispose of improvements, shall commence upon the  
 10 close of escrow.
- 11 7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the  
 12 following representations and warranties:
- 13 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,  
 14 legal proceedings or any other proceedings affecting the Property or any portion  
 15 thereof, at law, or in equity before any court or governmental agency, domestic  
 16 or foreign.
- 17 B. To the best of SELLER'S knowledge, there are no encroachments onto the  
 18 Property by improvements on any adjoining property, nor do any buildings or  
 19 improvements on the Property encroach onto other properties.
- 20 C. Until the Close of Escrow, SELLER shall maintain the Property in good  
 21 condition and state of repair and maintenance, and shall perform all of its  
 22 obligations under any service contracts or other contracts affecting the Property.
- 23 D. SELLER has good and marketable title to the Property. SELLER has no actual  
 24 knowledge of any unrecorded or undisclosed legal or equitable interest in the  
 25 Property owned or claimed by anyone other than SELLER. SELLER has no  
 26 knowledge that anyone will, at the Closing, have any right to possession of the  
 27 Property, except as disclosed by this Agreement or otherwise in writing to  
 28 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the  
 Property. No assessment lien or bond encumbers the Property, and no  
 governmental authority has undertaken any action that could give rise to an  
 assessment lien affecting the Property and shall not do anything that would  
 impair SELLER'S title to any of the Property.
- E. To the best of SELLER'S knowledge, neither the execution of this Agreement  
 nor the performance of the obligations herein will conflict with, or breach any of  
 the provisions of any bond, note, evidence of indebtedness, contract, lease or  
 other agreement or instrument to which the Property may be bound.
- F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,  
 upon learning of any fact or condition that would cause any of the warranties  
 and representations in this Section 7 not to be true as of closing, immediately  
 give written notice of such fact or condition to BUYER.

- 1 G. SELLER represents and warrants that it did not use, generate, release, discharge,  
 2 store or dispose of any hazardous waste, toxic substances or related materials on,  
 3 or under, in or about the Property or transport any Hazardous Materials to or  
 4 from the Property and that it shall not use, generate, release, discharge, store or  
 5 dispose of any hazardous waste, toxic substances or related materials on, or  
 6 under, in or about the Property prior to the Close of Escrow. The term  
 7 "Hazardous Materials" shall mean any substance, material or waste which is or  
 8 becomes regulated by any local governmental authority, the State of California  
 9 or the United States Government, including, but not limited to, any material or  
 10 substance which is (i) defined as a "hazardous waste," "extremely hazardous  
 11 waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7  
 12 or listed pursuant to Section 25140 of the California Health and Safety Code,  
 13 Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as  
 14 "hazardous material", "hazardous substance" or "hazardous waste" under  
 15 Section 25501 of the California Health and Safety Code, Division 20, Chapter  
 16 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined  
 17 as "hazardous substance" under Section 25281 of the California Health and  
 18 Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous  
 19 Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii)  
 20 listed under Article 9 or defined as "hazardous" or "extremely hazardous"  
 21 pursuant to Article 11 of Title 22 of the California Administrative Code,  
 22 Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to  
 23 Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a  
 24 "hazardous waste" pursuant to Section 1004 of the Resource Conservation and  
 25 Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as a  
 26 "hazardous substances" pursuant to Section 101 of the Comprehensive  
 27 Environmental Response, Compensation, as amended by Liability Act, 42,  
 28 U.S.C. §9601 *et seq.* (42 U.S.C. §9601).
- 18 H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the  
 19 Property is in compliance with all applicable statutes and regulations, including  
 20 environmental, health and safety requirements.
- 21 I. This Agreement and the performance of SELLER'S obligations under it and all  
 22 documents executed by SELLER that are to be delivered to BUYER at the  
 23 Closing are, or on the Closing Date will be, duly authorized, executed, and  
 24 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and  
 25 binding obligations of SELLER, and do not, and on the Closing Date will not,  
 26 violate any provision of any agreement or judicial order to which SELLER is a  
 27 party or to which SELLER or the Property is subject. No consent of any partner,  
 28 shareholder, creditor, investor, judicial or administrative body, government  
 agency, or other party is required for SELLER to enter into and/or to perform  
 SELLER'S obligations under this Agreement, except as has already been  
 obtained. If SELLER is a corporation, it is organized, validly existing, and in  
 good standing under the laws of the State of California.
8. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents  
 and warrants to SELLER the following; it being expressly understood and agreed that

1 all such representations and warranties are to be true and correct as of the Close of  
2 Escrow and shall survive the Close of Escrow:

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

9 9. CLOSING CONDITIONS.

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

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

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

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

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

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

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

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

9 A. SELLER shall pay or be charged:

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

15 B. BUYER shall pay or be charged:

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

21 C. Prorations. All receipts and disbursements of the Property will be prorated as of  
22 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase  
23 Price will be adjusted on the following basis:

- 24 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER  
25 is a public entity and exempt from payment of any real property taxes.  
26 There will be no proration of taxes through Escrow. SELLER will be  
27 responsible for payment of any real property taxes due prior to the  
Close of Escrow. In the event any real property taxes are due and  
28 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

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

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

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

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

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

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

14. NOTICES. All notices and demands shall be given in writing by certified mail, postage  
 prepaid, and return receipt requested, or by personal delivery. Notices shall be  
 considered given upon the earlier of (a) personal delivery, (b) two (2) business days  
 following deposit in the United States mail, postage prepaid, certified or registered,

1 return receipt requested, or (c) one (1) business day following deposit with an overnight  
 2 carrier service. A copy of all notices shall be sent to the Escrow Company. Notices  
 3 shall be addressed as provided below for the respective party. The parties agree,  
 4 however, that if any party gives notice in writing of a change of name or address to the  
 5 other party, notices to such party shall thereafter be given as demanded in that notice:

6 SELLER: Mr. William Ferril  
 7 Mrs. Mary Ferril  
 8 2232 Phyllis Street  
 9 La Crescenta, CA 91214-1537

10 Mr. Wes Bryan  
 11 The Bryan Family Trust  
 12 2734 Hackett Avenue  
 13 Long Beach, CA 90815

14 BUYER: Riverside County Flood Control  
 15 and Water Conservation District  
 16 Attention: Gregory Walker  
 17 1995 Market Street  
 18 Riverside, CA 92501

19 COPY TO: Riverside County Counsel  
 20 Attention: Synthia M. Gunzel  
 21 Deputy County Counsel  
 22 3960 Orange Street, Suite 500  
 23 Riverside, CA 92501-3674

24 ESCROW HOLDER: Lawyers Title Insurance Company  
 25 Attention: Debbie Strickland  
 26 3480 Vine Street  
 27 Riverside, CA 92507

28 15. MISCELLANEOUS.

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

33 B. Default. In the event of a material breach or material default under this  
 34 Agreement by either the BUYER or SELLER, the non-defaulting party shall  
 35 have, in addition to all rights available at law or equity, the right to terminate  
 36 this Agreement and the Escrow for the purchase and sale of the Property, by  
 37 delivering written notice thereof to the defaulting party and to Escrow Holder,  
 38 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.

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- C. Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.
- 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 to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- M. Brokers. SELLER and BUYER each represent and warrant to one another that, such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible for and pay a commission to SELLER'S Broker as may be set forth in a separate written agreement between SELLER and SELLER'S Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by SELLER. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by SELLER'S Broker or any person other 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.
- N. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party may be entitled to recover reasonable attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction.
16. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.
17. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting parties.

[Signatures on next page]



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

3 MAILING ADDRESS OF SELLER

SELLER:

4 Mr. William Ferril  
5 Mrs. Mary Ferril  
6 2232 Phyllis Street  
7 La Crescenta, CA 91214

By: William Ferril  
WILLIAM FERRIL

8 By: DECEASED  
9 MARY FERRIL

10 10/15/2015  
11 Date

12 Mr. Wes Bryan  
13 Bryan Family Trust  
14 2734 Hackett Avenue  
15 Long Beach, CA 90815

By: \_\_\_\_\_  
JOHN WESLEY BRYAN, Trustee

17 By: \_\_\_\_\_  
18 GREGORY ALLEN BRYAN, Trustee

19 By: \_\_\_\_\_  
20 MARY ROSS FERRIL, Trustee

21 \_\_\_\_\_  
22 Date

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26  
27 [Signed in counterpart]  
28

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3 MAILING ADDRESS OF SELLER

SELLER:

4 Mr. William Ferril  
5 Mrs. Mary Ferril  
6 2232 Phyllis Street  
7 La Crescenta, CA 91214

By: \_\_\_\_\_  
WILLIAM FERRIL

8 By: \_\_\_\_\_  
9 MARY FERRIL

10 \_\_\_\_\_  
11 Date

12 Mr. Wes Bryan  
13 Bryan Family Trust  
14 2734 Hackett Avenue  
15 Long Beach, CA 90815

16 By: John Wesley Bryan  
17 JOHN WESLEY BRYAN, Trustee

18 By: \_\_\_\_\_  
19 GREGORY ALLEN BRYAN, Trustee

20 By: DECEASED  
21 MARY ROSS FERRIL, Trustee

22 \_\_\_\_\_  
23 Date

24  
25  
26  
27 [Signed in counterpart]  
28

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SELLER:

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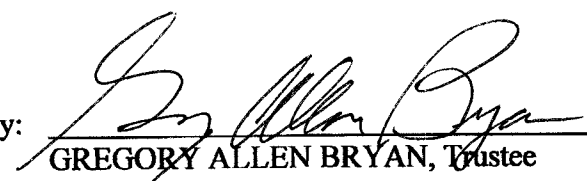
By: \_\_\_\_\_  
WILLIAM FERRIL

8 By: \_\_\_\_\_  
9 MARY FERRIL

10 \_\_\_\_\_  
11 Date

12 Mr. Wes Bryan  
13 Bryan Family Trust  
14 2734 Hackett Avenue  
15 Long Beach, CA 90815

By: \_\_\_\_\_  
JOHN WESLEY BRYAN, Trustee

16  
17 By:   
18 GREGORY ALLEN BRYAN, Trustee

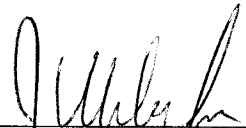
19  
20 By: \_\_\_\_\_  
21 MARY ROSS FERRIL, Trustee

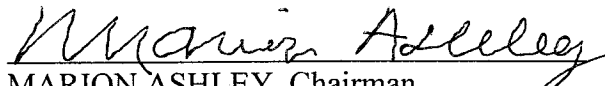
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23 Date

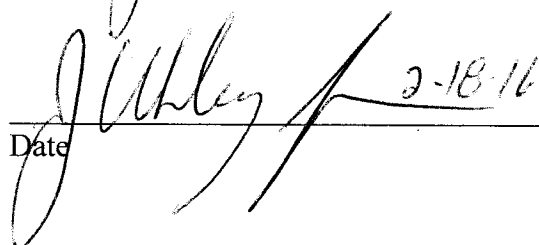
24  
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27 [Signed in counterpart]

1 **RECOMMENDED FOR APPROVAL**

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

2  
3  
4 By:   
5 WARREN D. WILLIAMS  
6 General Manager-Chief Engineer

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

7  2-18-16  
8 Date

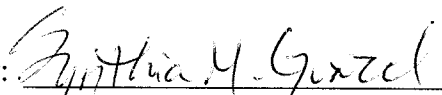
MAR 01 2016  
Date

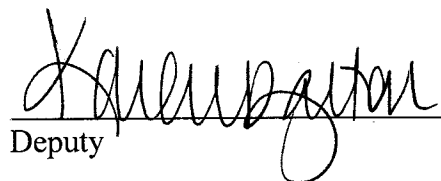
10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS  
12 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

13  
14  
15 By:   
16 SYNTHIA M. GUNZEL  
17 Deputy County Counsel

By:   
Deputy  
(Seal)

22 [Signed in counterpart]

24  
25 AU: rlp:bjp  
11/05/2015

26 APN 290-190-027  
27 Project: Coldwater Canyon Wash  
Project No. 2-0-00505  
28 RCFC Parcel No. 2505-501

Exhibit "A"

**Coldwater Wash at Glen Ivy  
Parcel 2505-500**

Being a portion of Lot 45, as shown on Map Book 90, Pages 18 through 22, inclusive, as described in that certain Grant Deed recorded as Instrument Number 143632, on August 8, 1980, records of Riverside County, located in the unincorporated territory of Riverside County, State of California, described as follows:

Beginning at the southwest corner of said Lot 45 as shown on said Map Book 90, Pages 18 through 22;

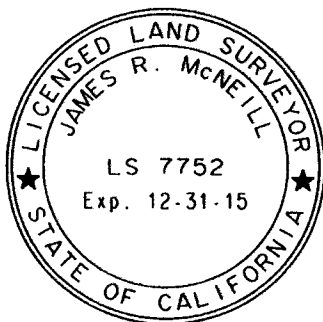
Thence North 21° 05' 00" West 364.00 feet along the westerly line of said Lot 45;

Thence North 68° 55' 00" East 360.05 feet to the easterly line of said lot;

Thence South 00° 26' 55" West 431.32 feet along said easterly line, to the southeast corner of said Lot 45;

Thence South 79° 22' 14" West 205.15 feet along the southerly line of said lot to the Point of Beginning.

A lot line adjustment for the above described parcel was approved by the Riverside Planning Department November 7, 1979 as case number 773.



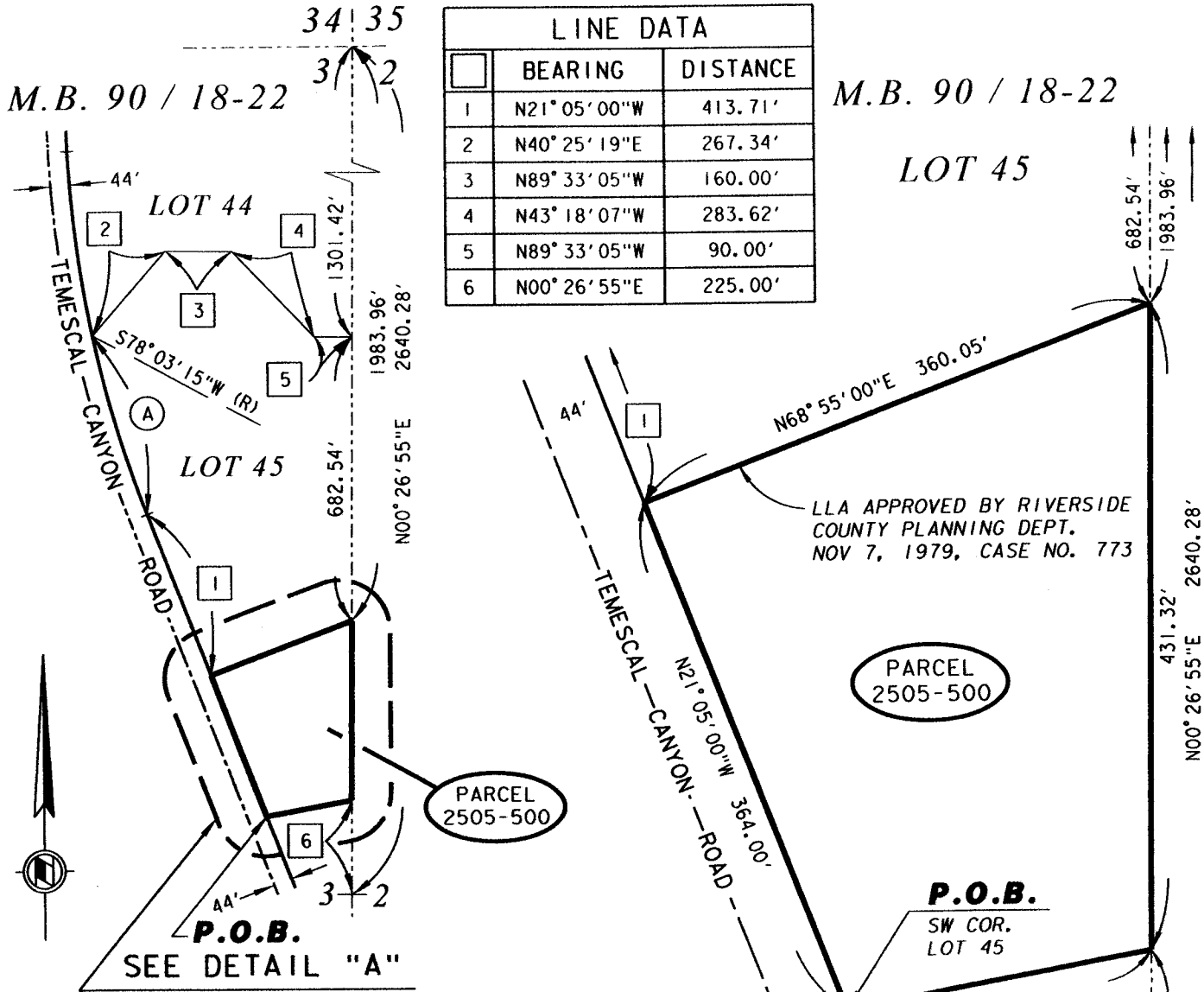
  
\_\_\_\_\_  
JAMES R. McNEILL

Land Surveyor No. 7752  
Signed on Behalf of:  
Riverside County Flood Control  
and Water Conservation District

Date: 10-14-14

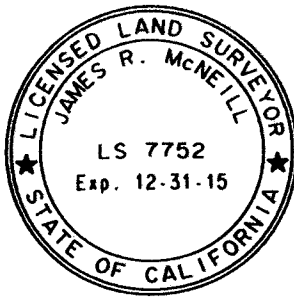
### Exhibit "B"

BEING A PORTION OF LOT 45, AS SHOWN ON MAP BOOK 90, PAGES 18 THROUGH 22, INCLUSIVE,  
AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS INSTRUMENT NUMBER 143632 ON  
AUGUST 8, 1980, RECORDS OF RIVERSIDE COUNTY, LOCATED IN THE UNINCORPORATED TERRITORY  
OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



LINE DATA		
	BEARING	DISTANCE
1	N21° 05' 00" W	413.71'
2	N40° 25' 19" E	267.34'
3	N89° 33' 05" W	160.00'
4	N43° 18' 07" W	283.62'
5	N89° 33' 05" W	90.00'
6	N00° 26' 55" E	225.00'

CURVE DATA				
	△ =	R =	T =	L =
A	09° 08' 15"	2820.93'	225.42'	449.88'



*[Signature]*  
DATE: 10-14-14

PARCEL  
2505-500

PARCEL  
2505-500

**P.O.B.**  
SW COR.  
LOT 45

**DETAIL "A"**  
NO SCALE

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

PROJECT NAME: <b>COLDWATER WASH AT GLEN IVY</b>			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): <b>PARCEL 2505-500</b>	SCALE: <b>NO SCALE</b>	PREPARED BY: <b>CJC</b>
		OCT-08-2014	SHEET NO. <b>1 OF 1</b>

**NOTICE OF EXEMPTION**

To: County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

From: Riverside County Flood Control District  
1995 Market Street  
Riverside, CA 92501  
Contact: Kris Flanigan  
Phone: 951.955.1200

Original Negative Declaration Notice of Determination was routed to County Clerks for posting on.  
3/3/16      KB  
Date                      Initial

**Project Title:** Acquisition of Real Property within the Coldwater Canyon Wash Special Flood Hazard Area

**Project Location – City:** N/A

**Project Location – County:** Riverside

Assessor's Parcel No. (APN) 290-190-082 and 290-190-027 are located along Coldwater Canyon Wash near the intersection of Temescal Canyon Road and Glen Ivy Road, in unincorporated Riverside County. The parcels total approximately 6.65 acres of vacant land within Township 5 South, Range 6 West, Sections 2 and 3 of the Alberhill 7.5 Minute US Geological Survey (USGS) Topographic Quadrangle. The properties are located at 33° 45' 51.00" N, 117° 29' 7.75" W.

**Project Description:** The Riverside County Flood Control and Water Conservation District (District) is undergoing a voluntary property acquisition with the owners of APNs 290-190-082 and 290-190-027. Purchase agreements have been negotiated with the property owners to acquire the fee title to the subject parcels, which total approximately 6.65 acres of vacant land. The subject properties are located within a natural watercourse designated as a Department of Water Resources (DWR) Special Flood Hazard Area.

The District may use the site in the future for flood control and/or water recharge improvements. The District is working to identify and develop solutions to: 1) reduce flooding and erosion along the Coldwater Canyon Wash; 2) reduce flooding on Temescal Canyon Road; and 3) to use the site for groundwater recharge. However, at this time, potential facility improvements are too speculative to include with the CEQA analysis for the subject title transfer project. Any potential future use of the site will undergo the CEQA process, if a project is identified and proposed.

**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 Pursuant to State CEQA Guidelines §§15325(d) and 15061(b)(3)

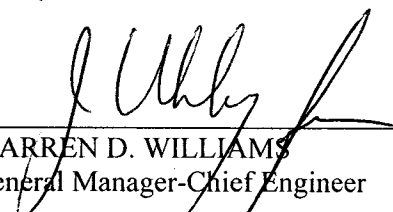
**Reasons Why Project is Exempt:** The project qualifies for the following CEQA exemptions:

*Section 15325(d)* – The project qualifies for a "Class 25 Categorical Exemption" because the District is merely purchasing interest in real property, which will preserve the existing conditions and protect the floodplain from development encroachment. The conveyance of ownership does not affect a change in the environment. No construction or future facilities are proposed at this time. The project will not result in any specific or general exceptions to the validity of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Furthermore, no unusual circumstances or potential cumulative impacts would reasonably occur that may create an environmental impact.

*Section 15061(b)(3)* – The project qualifies for the "General Rule" or "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment. It is merely the purchase of fee simple interest in real property to transfer title by grant deed. Note that any potential future use of the site is required to and will undergo the appropriate CEQA review process, if a project is identified and proposed.

Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

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

**Lead Agency Signature:**   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**Date:** 2-18-16

JMV:AU:rlp

MAR 01 2016 11-4

# RIVERSIDE COUNTY CLERK-RECORDER

## AUTHORIZATION TO BILL

### TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 2/16/2016 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25120

DEPT ID: 947420 PROGRAM: \_\_\_\_\_

AMOUNT: \$50.00

REF: CEQA NOTICE OF DETERMINATION 222-2-8-00505-01-15 COLDWATER CANYON WASH

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

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Michael Reyes *MR 2/14/16*

PRESENTED BY: Joan Valle - 58856

CONTACT: Michael Reyes 5-6955

### TO BE FILLED OUT BY COUNTY CLERK

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

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

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