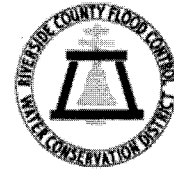


**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.4
(ID # 5656)

MEETING DATE:

Tuesday, November 14, 2017

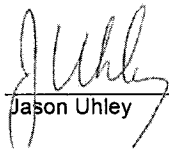
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2017-18, Authorization to Purchase Fee Simple Interest in Real Property Located in the County of Riverside, State of California, Lakeland Village MDP Line H (APNs 381-252-011 and 381-252-012), CEQA Notice of Exemption; [District 1] District Funds 100% [\$390,000] (4/5 VOTE REQUIRED)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that this Authorization to Purchase Fee Simple Interest in Real Property ("Purchase") is exempt from the California Environmental Quality Act ("CEQA") as it has been determined that the Purchase qualifies for "Class 25 Categorical Exemption" pursuant to the CEQA Guidelines: Section 15325(d), "Acquisition, sale, or other transfer to prevent encroachment of development into flood plains", the Purchase is also consistent with Section 15061(b) (3), "Common Sense Exemption";

ACTION: Policy



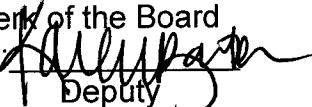
Jason Uhley

10/30/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: November 14, 2017
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. F2017-18, Authorization to Purchase Fee Simple Interest in Real Property located in the County of Riverside, State of California, Assessor's Parcel Nos. 381-252-011 and 381-252-012 for the Lakeland Village MDP Line H Project ("Project").
3. Approve the Agreement for Purchase and Sale of Real Property ("Agreement") between the District and Freddy A. Zambrana and Teresa Zambrana and authorize the Chairman of the Board to execute the same 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 CEQA Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$390,000	\$0	\$390,000	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS: Land – Zone 3 Const. – Maint. – Misc. 540040 25130 947440			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In 2015, the District's Board of Supervisors adopted the Lakeland Village Master Drainage Plan, which includes the Line H system. In order to accommodate debris associated with stormwater runoff from the surrounding area and provide water quality treatment, the District may add a future basin within the Project on the subject property. The District has the opportunity to purchase the subject property and restrict development within the floodplain. The Project or a basin on the subject property is not proposed or being approved at this time.

An Agreement has been negotiated with the property owners, Freddy A. Zambrana and Teresa Zambrana, at the fair market value of \$370,000.00, plus an additional \$20,000.00 for title and escrow fees. The Agreement covers the fee simple interest ownership of the vacant lots referred to as Assessor's Parcel Nos. 381-252-011 and 381-252-012. The acquired area consists of approximately two (2) acres or 87,120 square feet of land.

Based on the review of the proposed Purchase, it has been determined that the Purchase qualifies for a "Class 25 Categorical Exemption" pursuant to Section 15325(d) of the CEQA

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

Guidelines. Acquisition of the subject property will prevent encroachment of development into the floodplain. In addition, pursuant to Section 15061(b) (3) of the CEQA Guidelines, it can be seen with certainty that there is no possibility that the Purchase will have a significant effect on the environment, because the District's Board is merely authorizing the purchasing of fee simple interest in real property and the Purchase will not result in a change to the environment. Furthermore, no improvements are being approved at this time and any future use of the subject property will undergo the appropriate CEQA review process.

Resolution No. F2017-18 and the Agreement have been approved as to form by County Counsel.

Impact on Residents and Businesses

The proposed project will protect people, property and the watershed from damage or destruction from flood and stormwater impacts. The health and safety concerns prompt the need for the Agreement.

ATTACHMENTS:

1. Resolution No. F2017-18
2. Agreement for Purchase and Sale of Real Property with Freddy A. Zambrana and Teresa Zambrana
3. Exhibits "A" Legal Descriptions and "B" Plat Maps for the PSA concerning APNs 381-252-011 and 381-252-012
4. CEQA Notice of Exemption


Melissa Noone, Associate Management Analyst

11/6/2017


Gregory L. Priamos, Director County Counsel

11/1/2017

FORWARDED TO COUNTY COUNCIL
BY: [Signature] 11-1-17
ELENA BOENA

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2017-18

**AUTHORIZATION TO PURCHASE FEE SIMPLE INTEREST IN
REAL PROPERTY, LOCATED IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, LAKELAND VILLAGE MDP LINE H
APNS 381-252-011 AND 381-252-012,
PROJECT NO. 3-0-00020**

WHEREAS, Freddy A. Zambrana and Teresa Zambrana (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. 381-252-011 and 381-252-012, respectively, (collectively "the Properties"); and

WHEREAS, 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 Agreement for Purchase and Sale of Real Property ("Agreement"); and

Whereas, in 2015, the District's Board of Supervisors adopted the Lakeland Village Master Drainage Plan ("Project"), which includes the Line H system; and

WHEREAS, a basin may need to be added to the Project on the Properties to collect debris from the surrounding area and provide water quality treatment; and

WHEREAS, the Properties are partially located within a floodplain where a future basin may be needed; and

WHEREAS, the District has the opportunity to purchase the Properties and prevent development within the floodplain; and

WHEREAS, the Project or future facilities are not proposed or being approved at this time; and

1 WHEREAS, any potential future use of the Properties would undergo the appropriate
2 California Environmental Quality Act ("CEQA") review process.

3 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
4 Board of Supervisors of the District in regular session assembled on November 14, 2017, in the
5 meeting room of the Board of Supervisors located on the 1st floor of the County Administrative
6 Center at 4080 Lemon Street, Riverside, California, that this Board, based upon the evidence and
7 testimony presented on the matter, both written and oral, including the documents, as it relates to
8 this Authorization to Purchase Fee Simple Interest in Real Property ("Purchase"), has determined
9 the following:
10

- 11 1. Based on the review of the proposed Purchase, the environmental impacts of the
12 Purchase have been sufficiently assessed. The Purchase qualifies for a CEQA "Class
13 25 Categorical Exemption" pursuant to Section 15325(d) of the State CEQA
14 Guidelines, because the District is merely purchasing interest in real property which
15 will protect the floodplain from development encroachment.
16
- 17 2. Furthermore, pursuant to Section 15061(b) (3) of the State CEQA Guidelines, the
18 Purchase qualifies for the "General Rule" or "Common Sense Exemption" because it
19 can be seen with certainty that there is no possibility that the Purchase will have a
20 significant effect on the environment because the District Board is only authorizing the
21 purchase of the Properties and this action does not authorize any improvements on the
22 subject property that will result in any changes to the environment.
23
- 24 3. Based upon the exemptions identified above, the District hereby concludes that no
25 physical environmental impacts are anticipated to occur and the Purchase as proposed
26 is exempt under CEQA. No further environmental analysis is warranted.
27

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

1 interests in real properties located in the unincorporated community of Lakeland Village, County
2 of Riverside, State of California, consisting of approximately two (2) ± acres of land, Assessor's
3 Parcel Numbers 381-252-011 and 381-252-012, also referred to as RCFC Parcel Nos. 3020-6 and
4 3020-7, legally described and pictorially depicted on the document attached hereto on the
5 respective Exhibits "A" and "B", attached hereto and by this reference incorporated herein, for the
6 respective purchase of \$370,000.00 plus an additional \$20,000.00 for title insurance policies,
7 escrow fees and associated cost to consummate this transaction.

9 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement
10 between the District and Freddy A. Zambrana and Teresa Zambrana is hereby approved and the
11 Chairman of the Board of Supervisors of the District is authorized to execute said Agreement on
12 behalf of the District.

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

17 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General
18 Manager-Chief Engineer or his designee is authorized to execute any other documents and
19 administer all actions necessary to complete the purchase of the real properties and any
20 transactions.

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

25 ROLL CALL:

26 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
27 Nays: None
28 Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on this date hereon set forth.
KELIA HARRISON, Clerk of said Board
[Signature] Deputy

Notice of Exemption

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

Original Notice
Date of Issuance: 11/20/17
City of Riverside

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501

W

Project Title: Lakeland Village Master Drainage Plan Line H: Authorization to Purchase Fee Simple Interest in Real Property

Project Location – Specific: The project includes Assessor's Parcel Nos. 381-252-011 and 381-252-012, which are located within the unincorporated Lakeland Village area of Riverside County.

Project location – City: N/A

Project Location – County: Riverside

Project Description: A Purchase Agreement has been negotiated with the property owner to acquire the fee title to approximately 2 acres or 87,120 sq. ft. of vacant land within Assessor's Parcel Nos. 381-252-011 and 381-252-012.

In 2015, the District adopted the Lakeland Village MDP which includes Line H. In order to accommodate debris associated with stormwater runoff from the surrounding area and provide water quality treatment, the District may add a basin within the Lakeland Village MDP Line H system on the subject property. The District has the opportunity to purchase the subject property and restrict development within the floodplain. The Lakeland Village MDP Line H system or a basin is not proposed or being approved at this time. Any potential future use of the subject property will undergo the appropriate CEQA process.

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

Name of Person or Agency Carrying Out Project: Riverside County Flood Control and Water Conservation District

Exempt Status: Categorical Exemption. State CEQA Guidelines Sec. 15325(d); and Sec. 15061(b)(3)

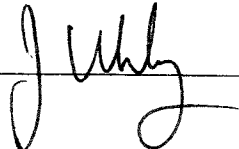
Reasons why project is exempt: The Authorization to Purchase Fee Simple Interest in Real Property (the Project) is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical 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. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The Project, as proposed, merely involves the purchase of fee simple interest in real property and will protect the floodplain from development encroachment.

- Section 15325(d): The Project qualifies for this exemption as it is merely the purchase of fee simple interest in real property and the transfer of title which will restrict development within the floodplain.
- 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. The Project only includes the authorization to purchase fee simple interest in real property and no improvements are proposed or being approved at this time. Note that any potential future use of the subject property is required to and will undergo the appropriate CEQA review process.

Based upon the identified exemptions above, the Riverside County Flood Control and Water Conservation 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

Contact Person: Randy Sheppard **Area Code/Telephone/Extension:** 951.955.1200

Signature: 

Date: 10/24/17

Title: General Manager-Chief Engineer

JDS:rlp

NOV 14 2017 11.4

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 10/23/2017 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25130
DEPT ID: 947440 PROGRAM:

AMOUNT: \$50.00

REF: CEQA Notice of Exemption Lakeland Village Master Drainage Plan Line H, Stage 1 223-44101-3-8-00020-01-30-0000-922

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

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Lorena Alandy Ext 51261
PRESENTED BY: Jason Swenson Ext 58082
CONTACT: Lorena Alandy

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

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

1 Project: Lakeland Village MDP Line H
2 Project No. 3-0-00020
3 APNs 381-252-011 and 381-252-012
4 RCFC Parcel Nos. 3020-6 and 3020-7

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 14th day of November, 2017 by and between the
8 **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION**
9 **DISTRICT**, a body politic, (hereinafter called "DISTRICT" or "BUYER") and **FREDDY A.**
10 **ZAMBRANA and TERESA ZAMBRANA**, husband and wife as joint tenants, (hereinafter
11 called "SELLER") for acquisition by BUYER from SELLER of certain real property interests
12 for the Lakeland Village MDP Line H (hereinafter called "PROJECT").

13 **RECITALS**

- 14 A. SELLER is the owner of certain real properties located in the County of Riverside, State
- 15 of California, consisting of approximately two (2) acres of land, with Assessor's Parcel
- 16 Nos. 381-252-011 and 381-252-012, and the related improvements, appurtenances and
- 17 certain related personal and intangible property ("SELLER'S PROPERTY").
- 18 B. SELLER desires to sell and BUYER desires to purchase fee interest in the SELLER'S
- 19 PROPERTY as specifically described herein.

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

21 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the
22 receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
23 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
24 consideration set forth in this Agreement, the following fee interest in certain real
25 property, located in the County of Riverside, State of California, with Riverside County
26 Assessor's Parcel Nos. 381-252-011 and 381-252-012.

27 A. The fee interests which affect a section of land that will hereinafter be referred to
28 as RCFC Parcel Nos. 3020-6 and 3020-7. Said section of land consists of
approximately two (2) acres.

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

The respective sections of land affected by the above-listed interest in real property are
legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto and by this
reference incorporated herein.

2. PURCHASE PRICE. The total purchase price value that BUYER will provide to
SELLER for RCFC Parcel Nos. 3020-6 and 3020-7 is:

ORIGINAL

NOV 14 2017 11.4

THREE HUNDRED SEVENTY THOUSAND DOLLARS
(\$370,000.00)

All payments specified in this section shall be made in legal tender by cash, cashier's check or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at the close of escrow.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days written or oral notice before going on the Property. BUYER does hereby indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 3. If BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER'S personal property, facilities, tools, and equipment from the Property within ten (10) business days of the date that BUYER'S license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools, and equipment from the Property. In the event of BUYER fails to remove BUYER'S personal property, facilities, tools and equipment from the Property after entering the Property to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.

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

1 disburse the balance of the purchase price to SELLER; and (d) disburse any excess
2 proceeds deposited by BUYER to BUYER.

3 B. Recording. Cause the Grant Deed in favor of BUYER to be recorded with the
4 County Recorder and obtain conformed copies thereof for distribution to
BUYER and SELLER.

5 C. Title Policy. Direct the Title Company to issue the Title Policy for the Property
6 to BUYER.

7 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other
8 documents (or copies thereof) deposited into Escrow by SELLER. Deliver to
9 SELLER any other documents (or copies thereof) deposited into Escrow by
BUYER. Mail a final closing statement to BUYER and SELLER.

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

12 5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Commonwealth Land
13 Title Company (the "Escrow Holder") shall obtain and issue a title commitment for the
14 Property. Escrow Holder will also request two (2) copies each of all instruments
15 identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow
16 Holder will deliver these instruments and the title commitment to BUYER and SELLER.
17 Escrow Holder will insure BUYER'S fee title to the Property, which is described above
18 in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of
19 Title Insurance in the amount of the fee Interest of RCFC Parcel Nos. 3020-6 and 3020-
7 only ("Policy") as described in Section 2. BUYER shall pay for the cost of the Policy.
The Policy provided for pursuant to this Section 5 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"):

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

22 B. Those non-monetary exceptions not objected to by BUYER within ten (10)
23 business days after the date BUYER receives the title commitment and legible
24 copies of all instruments noted as exceptions therein. If BUYER "unconditionally
25 disapproves" any such exceptions Escrow will thereupon terminate, all funds
26 deposited therein will be refunded to BUYER (less BUYER'S share of escrow
27 cancellation charges) and this Agreement will be in no further force or effect. If
28 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

1 force or effect. At the Close of Escrow, BUYER'S fee interest in the Property
2 will be free and clear of all monetary liens and monetary encumbrances, including
3 any taxes.

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

8 D. Quasi-public utility, public utility, public alley, public street easements and rights
9 of way of record.

10 6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
11 the parties hereto that the right of possession and use of the Property by BUYER,
12 including the right to remove and dispose of improvements, shall commence upon the
13 execution of this Agreement by all parties.

14 7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the
15 following representations and warranties:

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

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

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

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

- 1 F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,
2 upon learning of any fact or condition that would cause any of the warranties and
3 representations in this Section 7 not to be true as of closing, immediately give
4 written notice of such fact or condition to BUYER.
- 5 G. SELLER represents and warrants that it did not use, generate, release, discharge,
6 store or dispose of any hazardous waste, toxic substances or related materials on,
7 or under, in or about the Property or transport any Hazardous Materials to or from
8 the Property and that it shall not use, generate, release, discharge, store or dispose
9 of any hazardous waste, toxic substances or related materials on, or under, in or
10 about the Property prior to the Close of Escrow. The term "Hazardous Materials"
11 shall mean any substance, material or waste which is or becomes regulated by any
12 local governmental authority, the State of California or the United States
13 Government, including, but not limited to, any material or substance which is (i)
14 defined as a "hazardous waste", "extremely hazardous waste" or "restricted
15 hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to
16 Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5
17 (Hazardous Waste Control Law); (ii) defined as "hazardous material", "hazardous
18 substance" or "hazardous waste" under Section 25501 of the California Health
19 and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release
20 Response Plans and Inventory); (iii) defined as "hazardous substance" under
21 Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7
22 (Underground Storage of Hazardous Substances); (iv) petroleum; (v) asbestos;
23 (vi) polychlorinated biphenyls; (vii) listed under Article 9 or defined as
24 "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the
25 California Administrative Code, Division 4, Chapter 20; (viii) designated as a
26 "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33
27 U.S.C. §1317); (ix) defined as a "hazardous waste" pursuant to Section 1004 of
28 the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C.
§6903); or (x) defined as a "hazardous substances" pursuant to Section 101 of the
Comprehensive Environmental Response, Compensation, as amended by
Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).
- H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the
Property is in compliance with all applicable statutes and regulations, including
environmental, health and safety requirements.
- I. This Agreement and the performance of SELLER'S obligations under it and all
documents executed by SELLER that are to be delivered to BUYER at the Closing
are, or on the Closing Date will be, duly authorized, executed, and delivered by
SELLER and are, or at the Closing Date will be, legal, valid, and binding
obligations of SELLER, and do not, and on the Closing Date will not, violate any
provision of any agreement or judicial order to which SELLER is a party or to
which SELLER or the Property is subject. No consent of any partner, 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.

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

- 4 A. BUYER has taken all required action to permit it to execute, deliver and perform
5 its obligations under this Agreement.
- 6 B. BUYER has the power and authority to execute and deliver this Agreement and
7 to carry out its obligations hereunder are, or at the Closing Date will be, legal,
8 valid and binding obligations of BUYER and can consummate the transaction
9 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 in the form attached to this Agreement as
15 Exhibit "C", Grant Deed by this reference incorporated herein.
- 16 2) SELLER must have delivered to Escrow the documents and funds it is
17 required to deliver through Escrow at Closing.
- 18 3) The physical condition of the Property must be substantially the same on
19 the Closing Date as on the Effective Date, reasonable wear and tear
20 excepted.
- 21 4) All necessary agreements and consents of all parties to consummate the
22 transaction contemplated by this Agreement will have been obtained and
23 furnished by SELLER to BUYER.
- 24 5) Such proof of SELLER'S authority and authorization to enter into and
25 perform under this Agreement, and such proof of power and authority of
26 the individuals executing or delivering any instruments, documents or
27 certificates on behalf of SELLER to act for and bind SELLER as may
28 reasonably be required by BUYER or the Escrow Holder.

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

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 in the form described in
Section 2 herein to Escrow.

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

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

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

10. 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; and
- 4) SELLER'S share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policies;
- 3) Cost of Natural Hazard Disclosure Statement;
- 4) Cost of recording the Deed, if any; 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

1 of Escrow. In the event any real property taxes are due and unpaid at the
 2 Close of Escrow, Escrow Holder is hereby authorized and instructed to
 3 pay such taxes from proceeds due the SELLER at the Close of Escrow.
 4 SELLER understands that the Tax Collector will not accept partial
 5 payment of any installment of the real property taxes due at the Close of
 6 Escrow. After the Close of Escrow, the BUYER will file any necessary
 7 documentation with the County Tax Collector/Assessor for the property
 8 tax exemption. SELLER shall have the right, after the Close of Escrow,
 9 to apply for a refund, to the County Tax Collector/Assessor outside of
 10 Escrow if eligible to receive such refund and Escrow Holder shall have
 11 no liability and/or responsibility in connection therewith.

- 12 2) Utility Deposits. If applicable, SELLER will notify all utility companies
 13 servicing the Property of the sale of the Property to BUYER and will
 14 request that such companies send SELLER a final bill, if warranted, for
 15 the period ending on the last day before the Close of Escrow. BUYER
 16 will notify the utility companies that all utility bills for the period
 17 commencing on the Close of Escrow are to be sent to BUYER, if
 18 applicable.

19 SELLER is responsible for all costs associated with the provision of
 20 utility services to the Property up to the Close of Escrow.

- 21 3) Method of Proration. If applicable and for purposes of calculating
 22 prorations, BUYER shall be deemed to be in title to the Property and,
 23 therefore, entitled to the income therefrom and responsible for the
 24 expenses thereof for the entire day upon which the Closing occurs. All
 25 prorations will be made as of the date of Close of Escrow based on a three
 26 hundred sixty-five (365) day year or a thirty (30) day month, as
 27 applicable. The obligations of the parties pursuant to this Section 10 shall
 28 survive the Closing and shall not merge into any documents of
 conveyance delivered at Closing.

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

12. 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.

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

11
 12 SELLER: Mr. Freddy A. Zambrana
 13 Mrs. Teresa Zambrana
 14 39551 Calle De Companero
 15 Murrieta, CA 92562

16 BUYER: Riverside County Flood Control
 17 and Water Conservation District
 18 Attention: Ruben F. Duran
 19 Supervising Real Property Agent
 20 1995 Market Street
 21 Riverside, CA 92501

22 COPY TO: Riverside County Counsel
 23 Attention: Synthia M. Gunzel
 24 Deputy County Counsel
 25 3960 Orange Street, Suite 500
 26 Riverside, CA 92501-3674

27 ESCROW HOLDER: Commonwealth Land Title Company
 28 4100 Newport Place Drive, Suite 120
 Newport Beach, CA 92660

15. MISCELLANEOUS.

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

20 B. Default. In the event of a material breach or material default under this Agreement
 21 by either the BUYER or SELLER, the non-defaulting party shall have, in addition
 22 to all rights available at law or equity, the right to terminate this Agreement and
 23 the Escrow for the purchase and sale of the Property, by delivering written notice
 24 thereof to the defaulting party and to Escrow Holder, and if the BUYER is the
 25 non-defaulting party, the BUYER shall thereupon promptly receive a refund of
 26 all prior deposits, if any. Such termination of the Escrow by a non-defaulting
 27 party shall be without prejudice to the non-defaulting party's rights and remedies
 28 at law or equity.

- 1
- 2 C. Further Instructions. Each party agrees to execute such other and further escrow
- 3 instructions as may be necessary or proper in order to consummate the transaction
- 4 contemplated by this Agreement.
- 5
- 6 D. Amendments. Any amendments to this Agreement shall be effective only in
- 7 writing and when duly executed by both the BUYER and SELLER and deposited
- 8 with Escrow Holder.
- 9
- 10 E. Applicable Law. This Agreement shall be construed and interpreted under, and
- 11 governed and enforced according to the laws of the State of California. Venue for
- 12 any proceeding related to this Agreement shall be in the County of Riverside.
- 13
- 14 F. Entire Agreement. This Agreement contains the entire agreement between the
- 15 undersigned parties respecting the subject matter set forth herein, and expressly
- 16 supersedes all previous or contemporaneous agreements, understandings,
- 17 representations or statements between the parties respecting said subject matter
- 18 (whether oral or in writing). No person is authorized to make, and by execution
- 19 hereof SELLER and BUYER acknowledge that no person has made, any
- 20 representation, warranty, guaranty or promise except as set forth herein; and no
- 21 agreement, statement, representation or promise made by any such person which
- 22 is not contained herein shall be valid or binding on SELLER or BUYER.
- 23
- 24 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
- 25 benefit of the heirs, executors, administrators, successors and assigns of the
- 26 parties hereto.
- 27
- 28 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 to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes, or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not close of escrow occurs. 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 claimed to be due by SELLER'S Broker or any arising from or by reason of SELLER'S conduct with respect to this transaction. The provisions of this Section 15.M. shall survive Closing hereunder or 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 for Purchase
2 and Sale of Real Property on _____
3 (date to be filled in by General Manager-Chief Engineer)
4

5 **SELLER:**
6

7
8 Date: 9/12/17
9

By: *Freddy Zambrana*
FREDDY A. ZAMBRANA
10

11
12
13
14 Date: 9/12/17
15

By: *Teresa Zambrana*
TERESA ZAMBRANA
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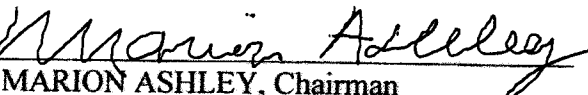
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RECOMMENDED FOR APPROVAL

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a special District**

By: 
JASON E. UHLEY
General Manager-Chief Engineer


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

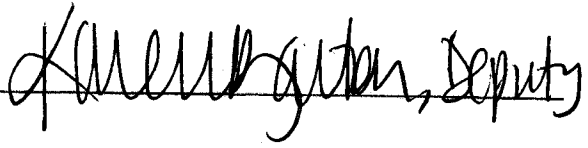
Date: 10/24/17

Date: NOV 14 2017

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 
SYNTHIA M. GUNZEL (EMB)
Deputy County Counsel
Cleno. M. Boeva

By: , Deputy

Date: 10-19-17

Date: NOV 14 2017

PVV:rlp
07/2017

Project: Lakeland Village MDP Line H
Project No. 3-0-00020
APNs 381-252-011 and 381-252-012
RCFC Parcel Nos. 3020-6 and 3020-7

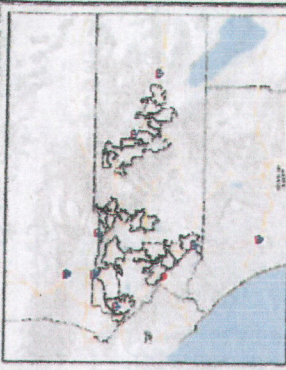
EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 3 together with Lettered Lot "D" and Parcel 4 together with Lettered Lot "E", as shown by Parcel Map 7025, in the County of Riverside, State of California, in Book 36 Page 22 of Parcel Maps, records of said County.

Exhibit "B"

Lakeland Village MDP Line H



- Legend**
- Display Parcels
 - City Boundaries
 - Cities
 - roads
 - highways
 - HWY
 - INTERCHANGE
 - INTERSTATE
 - OFFRAMP
 - ONRAMP
 - USHWY
 - counties
 - cities
 - hydrographylines
 - waterbodies
 - Lakes
 - Rivers

Notes
 APN: 381-252-011 and
 APN: 381-252-012

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

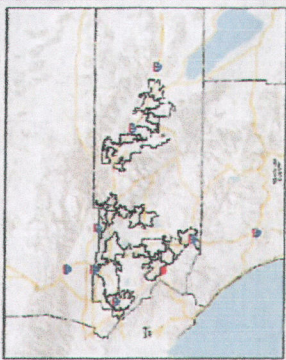


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Exhibit "B"

Lakeland Village MDP Line H



- Legend**
- Display Parcels
 - City Boundaries
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0 350 700 Feet

RCIT

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EXHIBIT "C"

Recorded at request of, and return to:
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Project: Lakeland Village MDP Line H
Project No. 3-0-00020

RCFC Parcel No. 3020-6 and 3020-7

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **FREDDY A. ZAMBRANA** and **TERESA ZAMBRANA**, husband and wife as joint tenants, grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a **body politic**, the real property in the County of Riverside, State of California, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof.

Assessor Parcel Number(s): 381-252-011 and 381-252-012

(GRANTEE):

Dated: _____

By: _____
FREDDY A. ZAMBRANA

By: _____
TERESA ZAMBRANA

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 3 together with Lettered Lot "D" and Parcel 4 together with Lettered Lot "E", as shown by Parcel Map 7025, in the County of Riverside, State of California, in Book 36 Page 22 of Parcel Maps, records of said County.