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



ITEM 11.2 (ID # 7219)

#### **MEETING DATE:**

Tuesday, June 26, 2018

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution F2018-14, Authorization to Purchase Fee Simple Interest in Real Property Located in the County of Riverside, State of California, Mead Valley MDP Line A, with APN 319-061-026, CEQA Notice of Exemption, Project No. 4-0-00410, District 1. [\$135,250 - District Funds 100%]

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

- 1. Find 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";
- Adopt Resolution F2018-14, Authorization to Purchase Fee Simple Interest in Real Property Located in the County of Riverside, State of California, Mead Valley MDP Line A (Project), with APN 319-061-026, Project No. 4-0-00410
- 3. Approve the Agreement for Purchase and Sale of Real Property ("Agreement") between the District and Salvador Gonzalez and Guillermo Gonzalez, and authorize the Chairman of the Board to execute the same on behalf of the District.

Continued on page 2

**ACTION: Policy** 

#### MINUTES OF THE BOARD OF SUPERVISORS

6/13/2018

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

Ayes:

Jeffries, Tavaglione, Washington and Perez

Nays:

None

Absent: Date:

Ashley June 26, 2018

XC:

Flood, Recorder

ID# 7219

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Kecija Harper-Ihem

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# 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:

- 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 F	iscal Year:	N	ext Fiscal Year:		Total Cost:	Ong	going Cost
COST	\$	0	\$	135,250.00	\$	135,250.00	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUND	S: Land	– Zone <sup>2</sup>	1 Cc	nst. Maint	- Mis	C. Budget Adj	ustmen	t: No
		540040-2	251	40-947460				
						For Fiscal Y	ear:	18/19

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### **Summary**

The purpose is to acquire in fee the property located at 19410 Alexander Street. The property is situated within the 100-year floodplain and the FEMA floodway. The Riverside County Flood Control and Water Conservation District (District) is seeking to preserve the floodplain and prevent future property damage.

The District has the opportunity to purchase the subject property and restrict development within the floodplain. Once the Agreement is executed, the District will complete the purchase and will assume responsibility for the property in order to continue with its efforts of preserving the floodplain.

An Agreement has been negotiated with the property owners, Salvador Gonzalez and Guillermo Gonzalez, at the negotiated price of \$132,250.00, plus an additional \$3,000.00 for title, escrow and related closing fees. The Agreement covers the fee simple interest ownership of the lot referred to as Assessor's Parcel No. 319-061-026. The acquired area consists of 16,022.7 square feet or approximately .37 acre of land including an uninhabitable, dilapidated structure that will be demolished and cleared after acquisition.

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 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 purchase of fee simple

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

interest in real property and the Purchase will not result in a change to the environment. Furthermore, no public improvements to the subject property are being approved at this time, and any future use will undergo the appropriate CEQA review process.

Resolution F2018-14 and the Agreement for Purchase and Sale have been approved as to form by County Counsel.

#### Impact on Residents and Businesses

This is an acquisition by a public agency for preservation of a floodplain. 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.

#### SUPPLEMENTAL

### **Additional Fiscal Information**

Any future operations and maintenance costs associated with said property will be assessed to the District

#### **ATTACHMENTS:**

- 1. Resolution No. F2018-14
- 2. Agreement for Purchase and Sale of Real Property
- 3. Legal Description
- 4. Vicinity Map
- 5. CEQA Notice of Exemption and Authorization to Bill
- 6. Grant Deed

Gregory J. Priantos, Director County Counsel 6/14/2018

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**BOARD OF SUPERVISORS** 

### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

### RESOLUTION NO. F2018-14

AUTHORIZATION TO PURCHASE FEE SIMPLE INTEREST IN REAL PROPERTY, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MEAD VALLEY MDP LINE A, APN 319-061-026, PROJECT NO. 4-0-00410

WHEREAS, Salvador Gonzalez and Guillermo Gonzalez (collectively "the Sellers") are the owners of certain real property located in the unincorporated area of Riverside County, State of California, commonly known as 19410 Alexander Street, Perris, CA 92570 and legally identified as Assessor's Parcel No. 319-061-026 (the "Property"); 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 Property pursuant to the terms of the negotiated respective Agreement for Purchase and Sale of Real Property ("Agreement"); and

WHEREAS, in 1982, the Board of Supervisors adopted the Mead Valley Master Drainage Plan ("Project"), which includes the Line A system; and

WHEREAS, the Property is located within a floodplain where there is a need for preservation; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the District in regular session assembled on June 26, 2018 in the meeting room of the Board of Supervisors located on the 1st Floor of the County Administrative Center at 4080 Lemon Street, Riverside, California, at or after 9:00 a.m. that this Board, based upon the

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evidence and testimony presented on the matter, both written and oral, as it relates to this Authorization to Purchase Fee Simply Interest in Real Property ("Purchase"), has determined the following:

- Based on the review of the proposed Purchase, the environmental impacts of the Purchase have been sufficiently assessed. The Purchase qualifies for 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 Purchase qualifies for the "General Rule" or "Common Sense Exemption" because 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 only authorizing the purchase of the Properties, and this action does not authorize any improvements on the subject property that will result in any changes to the environment.
- 3. Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur, and the Purchase as proposed is exempt under CEQA. No further environmental analysis is warranted.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the vote of the Board that this Board authorizes the purchase of those certain fee simple interests in real property located in the unincorporated community of Mead Valley, County of Riverside, State of California, consisting of approximately .37 acre of land, Assessor's Parcel Number 319-061-026, also referred to as Lot 104 of Upton Acers No. 10 as shown by map on file in Book 16, Page 8, in the Office of the County Recorder of Riverside County, legally described and pictorially depicted on respective exhibits "A" and "B", attached hereto and by this reference incorporated herein, for the negotiated purchase price of \$132,250.00 plus an additional \$3,000.00 for title, escrow and associated costs to consummate this transaction.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Agreement between the District and the Sellers is hereby approved and the Chairman of the Board

of Supervisors of the District is authorized to execute said Agreement on behalf of the District.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the Board certify acceptance of any documents conveying in favor of the District as part of this transaction.

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

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the Board shall file the CEQA 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 and Perez

Nays:

None

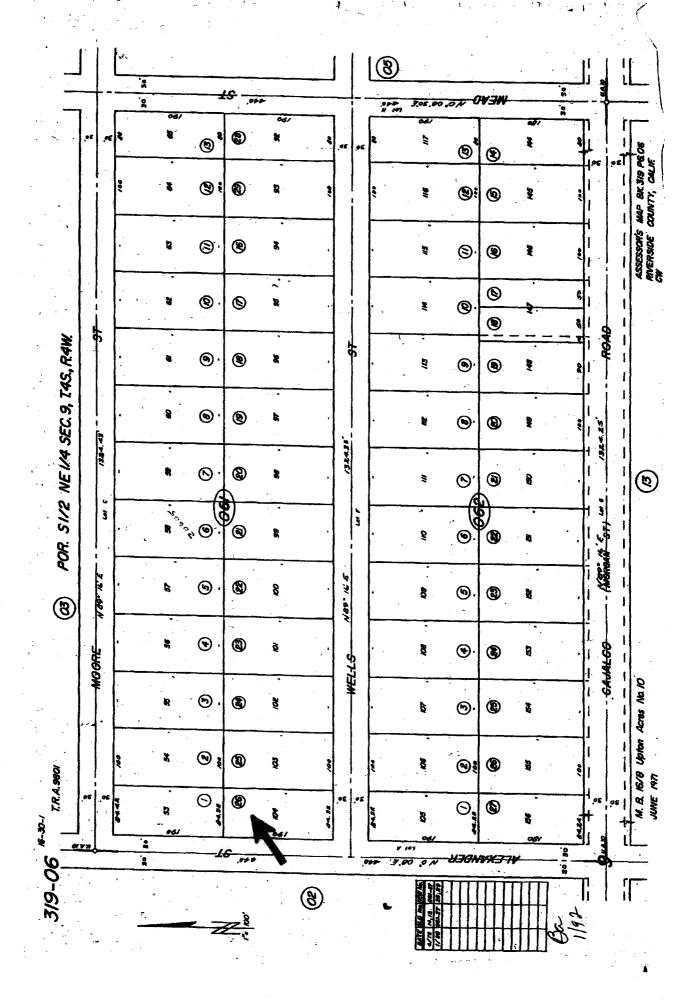
Absent:

Ashley

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

RECIA/HARPER-IHEM, Clerk of said Board
By Beputy

# Exhibit 'A'



# Exhibit 'B'

THE LAND REFERRED TO HEREIN IS SITUATED IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 104 OF UPTON ACRES NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 319-061-026-2

NOTICE OF EXEMPT	TON		
To: County Clerk County of Riverside 2724 Gateway Drive Riverside, CA 92507	Original Negative Declara Determination was routed Clerks for posting on. Date		Riverside County Flood Control and Water Conservation District 1995 Market Street Riverside, CA 92501 Contact: Joan Valle Phone: 951.955.8856
<b>Project Title:</b> Purchase of Project No.		Valley MDP Line	e A at 19410 Alexander Street, Perris, CA
Project Location - City: U	Jnincorporated Mead Valley	Project	t Location – County: Riverside
The project is located in an of vacant land. The proje Section 9 of the Steele Pea	unincorporated area in wester ct affects APN 319-061-026	tern Riverside Co b. The project is Survey (USGS)	ounty, and includes approximately 0.37 acres within Township 4 South, Range 4 West Topographic Quadrangle. The property is ).
<b>Project Description:</b>			
the floodplain and prevent the District proposes to pur	future property damage. In or chase fee simple interest in t	order to prevent rethe property. The	oodway. The District is seeking to preserve esidential encroachment into the floodplain is is part of a wider effort to buy properties on the property.
Public Agency Approving	<b>Project:</b> Riverside County I	Flood Control and	d Water Conservation District
Public Agency Carrying (	Out Project: Riverside Cour	nty Flood Contro	l and Water Conservation District
Exempt Status: Categoric	al Exemption Pursuant to Sta	ate CEQA Guide	lines §15325(d) and 15061(b)(3)
Reasons Why Project is E	exempt: The project qualifies	s for the following	g CEQA exemptions:
			Article 19 of the CEQA Guidelines: Section f development into floodplains.
seen with certainty that the		he proposed pro	ommon Sense Exemption" because it can be ject may have a significant effect on the
exceptions to the validity of The project will not cause	of the categorical exemptions any impacts to scenic resou	as detailed unde urces, historic re	t will not result in any specific or general er State CEQA Guidelines Section 15300.2 sources, or unique sensitive environments would reasonably occur that may create an
			des that no physical environmental impacts EQA. No further environmental analysis is

Lead Agency: Date: 6/14/2018

MEKBIB DEGAGA

Chief of Regulatory Division Riverside County Flood Control and Water Conservation District

ARM:mcv P8\220767

### RIVERSIDE COUNTY CLERK-RECORDER

#### **AUTHORIZATION TO BILL**

TO BE FILLED OUT BY SUBMITTING AGENCY					
DATE: <u>5/9/2018</u>	BUSINESS UNIT/AGENCY:	FLOOD CONTROL - FCAR	oc		
ACCOUNTING STRING:					
ACCOUNT: 526410	<del></del>	FUND:2514	0		
DEPT ID: 947460	-	PROGRAM:			
AMOUNT: \$50.00 REF:			·		
CDFW Filing Fees CEQA Notice of E	xemption for Mead Valk	y MDP Line A, Real Estate F	urchase 224-4-8-00410-01-15-0000-000		
THIS AUTHORIZES THE COUNTY CLERK & REC	ORDER TO ISSUE AN	INVOICE FOR PAYMENT O	F ALL DOCUMENTS INCLUDED.		
NUMBER OF DOCUMENTS INCLUDED:		1 1			
		k/ /			
AUTHORIZED BY:	Karinne Hansen	Ext 54330	7		
PRESENTED BY:	Drew Marshall	Ext 54643			
CONTACT:	Joan Valle	Ext 58856			
TO BE FILLED OUT BY COUNTY CLERK					
ACCEPTED BY:					
DATE:					
DOCUMENT NO(S)/INVOICE NO(S):					

Project: Mead Valley Line A
Project No. 4-0-00410
APN 319-061-026
RCFC Parcel No. 4410-1

#### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 1st day of February, 2018 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "BUYER") and SALVADOR GONZALEZ, a married man as his sole and separate property as to an undivided 50% interest, and GUILLERMO GONZALEZ, a single man as to an undivided 50% interest, as tenants in common (hereinafter called "SELLER"), for acquisition by BUYER from SELLER of certain real property interests for the Mead Valley Line A (hereinafter called "PROJECT").

#### **RECITALS**

- A. SELLER is the owner of certain real property located in the County of Riverside, State of California, consisting of approximately .360 acre of land, commonly known as Riverside County Assessor's Parcel No. 319-061-026, and the related improvements, appurtenances and certain related personal and intangible property.
- B. SELLER desires to sell and BUYER desires to purchase the Property as specifically described herein.

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

- 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following fee interest in certain real property, located in the County of Riverside, State of California, commonly known as 19410 Alexander Street, Perris, CA 92570 and is currently designated as Riverside County Assessor's Parcel No. 319-061-026.
  - A. The fee interests which affect a section of land that will hereinafter be referred to as RCFC Parcel No. 4410-1. Said section of land contains approximately .360 acre.

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 interests in real property are legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto and by this reference incorporated herein.

2. <u>PURCHASE PRICE</u>. The total purchase price that BUYER will provide to SELLER as full compensation for RCFC Parcel No. 4410-1 is:

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## ONE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$132,250.00)

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. If BUYER does not remove 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 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. <u>Funds</u>. 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) disburse the balance of the Purchase Price to SELLER; and (d) disburse any excess proceeds deposited by BUYER to BUYER.

- B. Recording. Cause the Grant Deed in favor of BUYER to be recorded with the County Recorder and obtain conformed copies thereof for distribution to BUYER and SELLER.
- C. <u>Title Policy</u>. Direct the Title Company to issue the Title Policy or the property to BUYER.
- D. <u>Delivery of Documents to BUYER and SELLER</u>. 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. Mail a final closing statement to BUYER and SELLER.
- E. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
- 5. <u>TITLE AND TITLE INSURANCE</u>. Upon the Opening of Escrow, Commonwealth Land Title Company (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 fee Interest of RCFC Parcel No. 4410-1 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"):
  - 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, including any taxes.

- C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be CURRENT at the Close of Escrow.
- D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
- 6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between 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 execution of this Agreement by all parties. Prior to the date that Close of Escrow occurs, SELLER may remove any or all Personal Property. SELLER shall not cause or create any conditions on the Property that would be deemed dangerous or create a risk of harm to any person. SELLER releases BUYER and BUYER shall not be responsible for any and all liability or claims associated in any way with the acts or omissions by SELLER, including but not limited to, the resulting condition of the Property and any potential claims by any third parties for payment.
- 7. <u>WARRANTIES AND REPRESENTATIONS OF SELLER.</u> SELLER makes the following representations and warranties:
  - A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.
  - B. To the best of SELLER's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements on the Property encroach onto other properties.
  - C. Until the Close of Escrow, SELLER shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
  - D. SELLER has good and marketable title to the Property. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this 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

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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.
- 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, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (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.

- 8. <u>WARRANTIES AND REPRESENTATIONS OF BUYER</u>. 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.

### 9. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
  - 1) SELLER shall convey to BUYER marketable title to the Property by execution and delivery with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "C", Grant Deed by this reference incorporated herein.
  - 2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.
  - 3) The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
  - 4) All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
  - Such proof of SELLER's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents or certificates on behalf of SELLER to act for and bind SELLER as may 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.
  - 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. <u>CLOSING COSTS</u>. Costs for Escrow, title and closing expenses will be allocated as follows:
  - A. <u>SELLER shall pay or be charged:</u>
    - 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 policy;
    - 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. <u>Prorations</u>. All receipts and disbursements of the Property will be prorated as of

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11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

- 1) <u>Tax Exempt Agency</u>. 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) <u>Utility Deposits</u>. If applicable, 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, if applicable.
- 3) SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.
- Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the Property, and therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Section 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.
- 11. <u>CLOSING.</u> 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. <u>INDEMNITY</u>. 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. <u>DISTRICT REPRESENTATIVE</u>. 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. <u>NOTICES</u>. 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:

Mr. Salvador Gonzalez Mr. Guillermo Gonzalez 19410 Alexander Street

Perris, CA 92570

BUYER:

Riverside County Flood Control and Water Conservation District Attention: Ruben F. Duran Supervising Real Property Agent 1995 Market Street

Riverside, CA 92501

COPY TO:

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

**ESCROW HOLDER:** 

Commonwealth Land Title Company

4100 Newport Place Drive

Suite 120

Newport Beach, CA 92660

### 15. <u>MISCELLANEOUS</u>.

A. <u>Natural Hazard Disclosure Statement</u>. 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.

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- B. <u>Default</u>. 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. <u>Further Instructions</u>. 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. <u>Amendments</u>. 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. <u>Applicable Law</u>. 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. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- H. <u>Time of Essence</u>. 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. <u>Remedies Not Exclusive and Waivers</u>. 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. <u>Interpretation and Construction</u>. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect

that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

- K. <u>Counterparts</u>. 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. <u>Partial Invalidity</u>. 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. <u>Attorneys' Fees</u>. 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. <u>ASSIGNMENT</u>. 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. <u>SIGNATURES</u>. 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.

1	IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for
2	Purchase and Sale of Real Property on
3	(date to be filled in by General Manager-Chief Engineer)
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5	SELLER:
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7	Date: 03/13/2018  By: Salvador Gonzalez S
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10	Date: 03/13/2018 By:
11	GUILLERMO GONZALEZ
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25	APN 319-061-026 Project: Mead Valley Line A
26	Project No. 4-0-00410 RCFC Parcel No. 4410-1
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28	JLP:rlp 03/01/18

2	RECOMMENDED FOR APPROVAL	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic
3 4 5 6 7	By: JASON E. UHLEX General Manager-Chief Engineer	By: MARION ASHLEY, Chairman Riverside County Flood Control and Water Conservation District Board of Supervisors
8	Date:	Date:JUN <b>26 2018</b>
9 10 11 12	APPROVED AS TO FORM: GREGORY P. PRIAMOS County Counsel	ATTEST: KECIA HARPER-IHEM Clerk of the Board
13 14 15 16	By: SYNTHIAM GUNZEL Chief Deputy-County Counsel	By: All Wayton, Deputy
17 18	Date: <u>6/14/14</u>	Date:JUN 26 2018
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26 27	APN 319-061-026 Project: Mead Valley Line A Project No. 4-0-00410 RCFC Parcel No. 4410-1	
28	JLP:rlp 03/01/18	

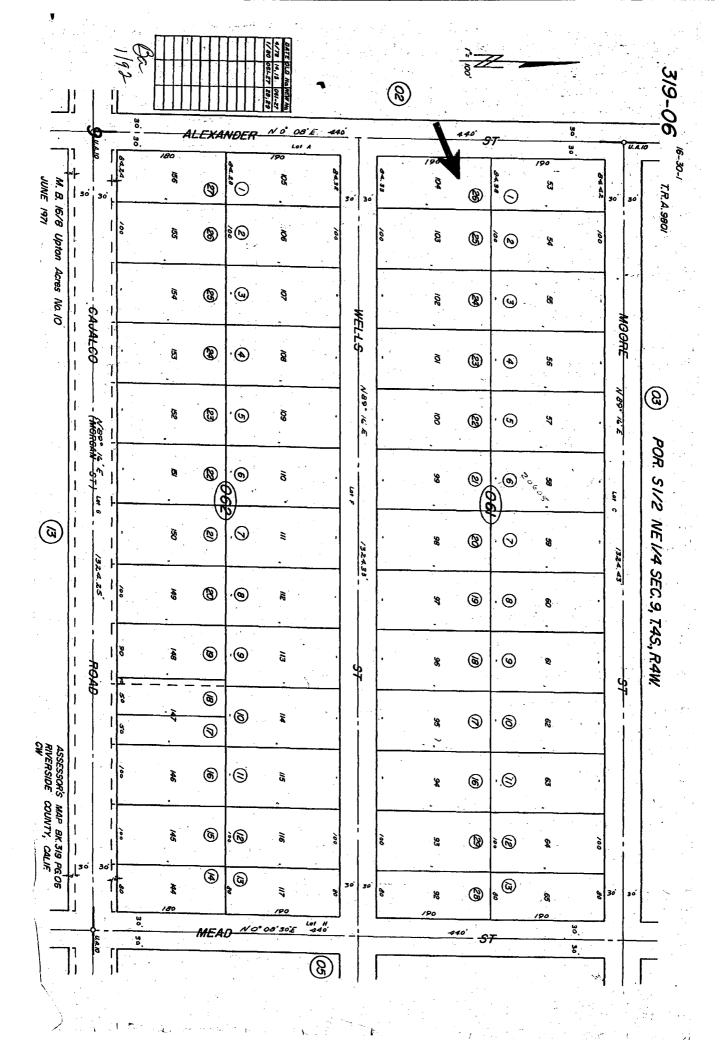
# EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 104 OF UPTON ACRES NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 319-061-026-2

# EXHIBIT "B"



# EXHIBIT "C"

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ NONE

Project: Mead Valley Line A Project No. 4-0-00410 APN 319-061-026

RCFC Parcel No. 4410-1

### **GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Salvador Gonzalez, a married man as his sole and separate property as to an undivided 50% interest and Guillermo Gonzalez, a single man as to an undivided 50% interest, as tenants in common, 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" attached hereto and made a part hereof.

	(GRANTOR):
Dated:	By:SALVADOR GONZALEZ
Dated:	By:
	GUILLERMO GONZALEZ

#### EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 104 OF UPTON ACRES NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 319-061-026

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property	y, conveyed by the Grant Deed, dated, 2018
from Salvador Gonzalez, a married man as his	sole and separate property as to an undivided 50%
interest and Guillermo Gonzalez, a single man as	s to an undivided 50% interest, as tenants in commor
(Grantor), to RIVERSIDE COUNTY FLOOI	D CONTROL AND WATER CONSERVATION
DISTRICT, a body politic, is hereby accepted	by the undersigned officer on behalf of the Board of
Supervisors of the Riverside County Flood Co	ontrol and Water Conservation District pursuant to
authority conferred by Resolution No. 474 of the	Board of Supervisors of said District adopted on May
12, 1961, and the Grantee consents to the recorda	tion thereof by its duly authorized officer.
	DIVERGINE COUNTY EL CON CONTROL
	RIVERSIDE COUNTY FLOOD CONTROL
	AND WATER CONSERVATION DISTRICT
Date:	By:
	JASON E. UHLEY
	General Manager-Chief Engineer

Project: Mead Valley Line A Project No. 4-0-00410 RCFC Parcel No. 4410-1 APN 319-061-026