

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



ITEM: 11.5
(ID # 20401)

MEETING DATE:

Tuesday, November 08, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2022-31, Authorization to Sell a Fee Simple Interest in District-Owned Real Property, RCFC Parcel No. 4320-4C, Also Known as a Portion of Assessor's Parcel Number 427-140-031, Located in the County of Riverside, to Wallace W. And Betty Hall by Quitclaim Deed, Lakeview Dam, Project No. 4-0-00320, CEQA Exempt, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the sale of real property is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15312, Class 12 Surplus Government Property Sales exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Adopt Resolution No. F2022-31, Authorization to Sell a Fee Simple Interest in District-Owned Real Property, RCFC Parcel No. 4320-4C, Also Known as a Portion of Assessor's Parcel Number 427-140-031, Located in the County of Riverside, to Wallace W. And Betty Hall by Quitclaim Deed, Lakeview Dam, Project No. 4-0-00320;
3. Approve that certain Agreement for Purchase and Sale of Real Property ("Agreement") between Wallace W. Hall and Betty Hall and the Riverside County Flood Control and Water Conservation District ("District") for the subject property, and authorize the Chair of the District's Board of Supervisors ("Board") to execute the same on behalf of the District;
4. Authorize the Chair of the District's Board to execute the Quitclaim Deed in favor of Wallace W. Hall and Betty Hall; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

10/27/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 8, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board
By:

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns certain real property located in the County of Riverside, identified by Assessor's Parcel Number 427-140-031 ("Subject Property"). The District recorded title to the Subject Property on August 27, 1992 to construct the Lakeview Dam project. The fee simple real property interest in the Subject Property is no longer needed, and the District desires to surplus and sell the Subject Property to the adjacent property owner.

On September 13, 2022 (Agenda Item 11.5, MT 19867), the District adopted District Resolution No. F2022-28 declaring the fee simple interest of the Subject Property as exempt surplus land pursuant to California Government Code Section 54221(f)(1)(e) that is no longer needed for the District's uses and purposes. Pursuant to the Surplus Land Act (SLA) Guidelines Section 400(e), local agencies that determine that property is exempt from the SLA must support such a determination with written findings and shall provide a copy of the written determination to the California Department of Housing and Community Development (HCD) at least 30 days prior to disposition. The District provided Resolution No. F2022-28 to HCD on September 26, 2022. Pursuant to California Government Code Section 54222.3, the SLA "shall not apply to the disposal of exempt surplus land as defined in Section 54221 by an agency of the state or any local agency." The District has complied with the SLA and now may dispose of the Subject Property consistent with its policies and procedures.

Pursuant to the Water Code Appendix, Chapter 48, Section 9, and Chapter 48, Section 13, the District may dispose of any interest in real property of every kind within or outside the District boundaries when necessary and convenient to the full exercise of its powers after adoption of a resolution declaring that a real property interest is no longer necessary to be retained for District use or purposes. The District does not require the fee interest of the Subject Property because an easement for inundation is sufficient for the District's uses and purposes.

District staff has negotiated a value with the adjacent owner for the conveyance of this parcel. The attached Agreement provides the terms and conditions for the sale and the Quitclaim Deed to affect the conveyance. Under the terms of the Agreement, the adjacent owner will pay a total purchase price of \$21,000.00 (Twenty-One Thousand Dollars) for the Subject Property.

California Environmental Quality Act Findings

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

The authorization to convey the Subject Property from the District to an adjacent property owner is exempt from CEQA pursuant to State CEQA Guidelines section 15312 (Class 12 Surplus Government Property Sales), because the proposed action is the sale of exempt surplus remnant parcel of real property that is not located in an area of statewide, regional or areawide concern and is no longer needed for the use by or purposes of the District, does not have significant values for wildlife habitat or other environmental purposes, and the use of the property and adjacent property has not changed since the time of acquisition by the District. The authorization is additionally exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment as the District is merely relinquishing rights and transferring the title to real property of vacant land, which does not involve construction activities or an increase in the intensity of use of the site and, therefore, is exempt from CEQA.

Resolution No. F2022-31, the Agreement for Purchase and Sale of Real Property and the Quitclaim Deed have been approved as to form by County Counsel.

All associated costs with this action shall be borne by the adjacent owner.

Prev. Agn. Ref.: 11.5 of 09/13/22 MT 19867

Impact on Residents and Businesses

Increase in private property ownership.

ATTACHMENTS:

1. Resolution No. F2022-31
2. Agreement for Purchase and Sale of Real Property with the Adjacent Owner
3. Quitclaim Deed to the Adjacent Owner
4. Vicinity Map

P8/246570
JP:amh



Jason Farin, Principal Management Analyst 11/3/2022



Aaron Gettis, Deputy County Counsel 11/2/2022

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2022-31

AUTHORIZATION TO SELL A FEE SIMPLE INTEREST IN DISTRICT-OWNED REAL PROPERTY
RCFC PARCEL NO. 4320-4C, ALSO KNOWN AS ASSESSOR'S PARCEL NUMBER 427-140-031,
LOCATED IN THE COUNTY OF RIVERSIDE, TO WALLACE W. AND BETTY HALL BY
QUITCLAIM DEED, LAKEVIEW DAM, PROJECT NO. 4-0-00320

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") owns certain real property known as RCFC Parcel No. 4320-4C ("Subject Property") in the County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 427-140-031;

WHEREAS, the District acquired the Subject Property by Grant Deed recorded August 27, 1992 as Instrument No. 323140 in the Official Records of the County of Riverside as part of the Lakeview Dam Project, which consisted of the construction, operation, and maintenance of a dam and retention basin;

WHEREAS, the Subject Property consists of 136,456 square feet of land and is legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof;

WHEREAS, the District received a request from Wally Hall ("Hall"), an adjacent property owner, to purchase the Subject Property as described in Exhibit "A" and depicted in Exhibit "B";

WHEREAS, the District desires to sell the fee simple interest in the Subject Property to Hall, and Hall desires to purchase the fee simple interest in the Subject Property from the District;

WHEREAS, on September 13, 2022 (Agenda Item 11.5, MT 19867), the District's Board of Supervisors ("Board") adopted District Resolution No. F2022-28 declaring the fee simple interest of the Subject Property exempt surplus land pursuant to California Government Code Section 54221(f)(1)(e) that is no longer needed for the District's uses and purposes; and

WHEREAS, pursuant to the Surplus Land Act ("SLA") Guidelines Section 400(e), local agencies that determine that property is exempt from the SLA must support such a determination with written findings and shall provide a copy of the written determination to the California Department of Housing and Community Development ("HCD") at least 30 days prior to disposition;

WHEREAS, the District provided Resolution No. F2022-28 to HCD on September 26, 2022;

WHEREAS, pursuant to California Government Code Section 54222.3, the SLA "shall not apply to the disposal of exempt surplus land as defined in Section 54221 by an agency of the state or any local agency";

11/2/2022
DATE
BY: WESLEY W. STANFIELD

NOV 8 2022 11.5

1 **WHEREAS**, the District has complied with the Surplus Land Act and now may dispose of the Subject
2 Property consistent with its policies and procedures;

3 **WHEREAS**, pursuant to the California Water Code Appendix, Chapter 48, Section 9 and Chapter
4 48, Section 13, the District may dispose of any interest in real property within or outside of District boundaries
5 when necessary and convenient to the full exercise of its powers after adoption of a resolution declaring that
6 a real property interest is no longer necessary to be retained for District uses or purposes;

7 **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA"), the sale of the
8 remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA
9 under CEQA Guidelines Section 15312, Surplus Government Property Sales, because the proposed action is
10 the sale of an exempt surplus real property that is not located in an area of statewide, regional, or areawide
11 concern as identified in Section 15206(b)(4), is no longer needed for the use by or purposes of the District,
12 does not have significant values for wildlife habitat or other environmental purposes, and the use of the
13 property and adjacent property has not changed since the time of acquisition by the District; and Section
14 15061(b)(3), the "Common Sense" exemption, because the project is merely the transfer of the title to real
15 property of vacant land and does not involve construction or an increase in the intensity of use of the site.

16 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the District's
17 Board, in regular session assembled on or after November 8, 2022, at or after 9:30 a.m., in its meeting room
18 located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that
19 this Board, finds the project to be categorically exempt from CEQA under CEQA Guidelines Section 15312,
20 Surplus Government Property Sales, because the Subject Property does not have significant values for
21 wildlife habitat or other environmental purposes and the use of the property has not changed since the time
22 of acquisition by the District; and exempt under Section 15061(b)(3), the "Common Sense" exemption,
23 because the sale of the Subject Property will not have a significant effect on the environment as the project
24 is merely the transfer of the title to real property of vacant land and does not involve construction or an
25 increase in the intensity of use of the site.

26 **BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED** that the District's Board
27 authorizes the sale of the fee simple interest in the Subject Property, located in the County of Riverside, State
28

1 of California, for the purchase price pursuant to the terms and conditions of the Agreement and to be
2 conveyed by Quitclaim Deed.

3 **BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED** that the District's Board
4 approves the Agreement, and the Chair of the District's Board is authorized to execute the Agreement and
5 the Quitclaim Deed for the fee simple interest in the Subject Property on behalf of the District.

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

9

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ROLL CALL:

11

12 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
13 Nays: None
14 Absent: None

14

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

16

17 KECIA R. HARPER, Clerk of said Board

17

18 By:  _____
19 Deputy

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11.08.2022 11.5

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RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

LAKE VIEW DAM

Parcel No. 4320-4C

APN: 427-140-031

In the County of Riverside, State of California, being all of Lot 13 of Map No. 6 of Lake View Tract, filed in book 2, page 29 of maps, records of said County.

Except Parcels 4320-4A and 4320-4B as shown on a Record of Survey, filed in book 91, pages 51 through 58, inclusive, of Records of Surveys, records of said County.

Containing 136,456 square feet / 3.133 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing grid distance by the combination factor of 0.9999123.

See Exhibit "B" attached hereto and made a part hereof.



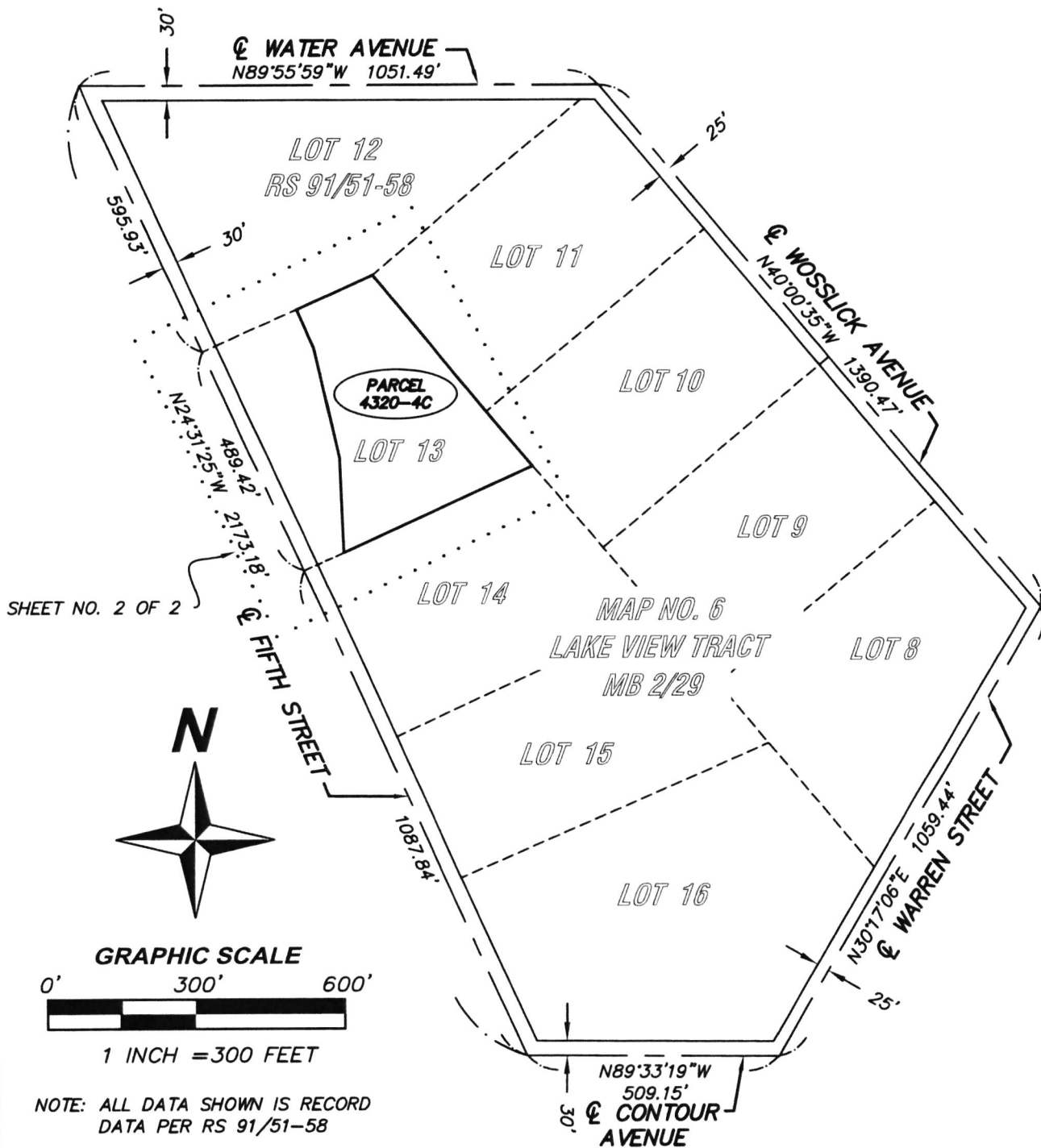


JAMES R. McNEILL

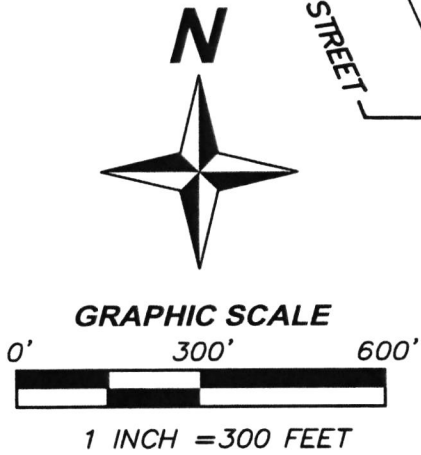
Land Surveyor No. 7752

Date: 4-6-21

EXHIBIT "B"



SHEET NO. 2 OF 2



NOTE: ALL DATA SHOWN IS RECORD DATA PER RS 91/51-58

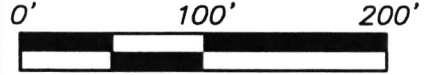
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	LAKE VIEW DAM	SCALE 1"=300'	DRAWN BY CGS
RCFC-WCD PARCEL NUMBER(S):	4320-4C	DATE 03/24/21	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	4-0-00320	SHEET NO. 1 OF 2	

EXHIBIT "B"



GRAPHIC SCALE



1 INCH = 100 FEET

LOT 12

LOT 11

LOT 13

LOT 10

MAP NO. 6
LAKE VIEW TRACT
MB 2/29

LOT 14

RS 91/51-58

TO THE NORTHEAST
CORNER RIGHT OF
WAY OF LOT 12

TO THE CENTERLINE
INTERSECTION OF
WATER AVENUE

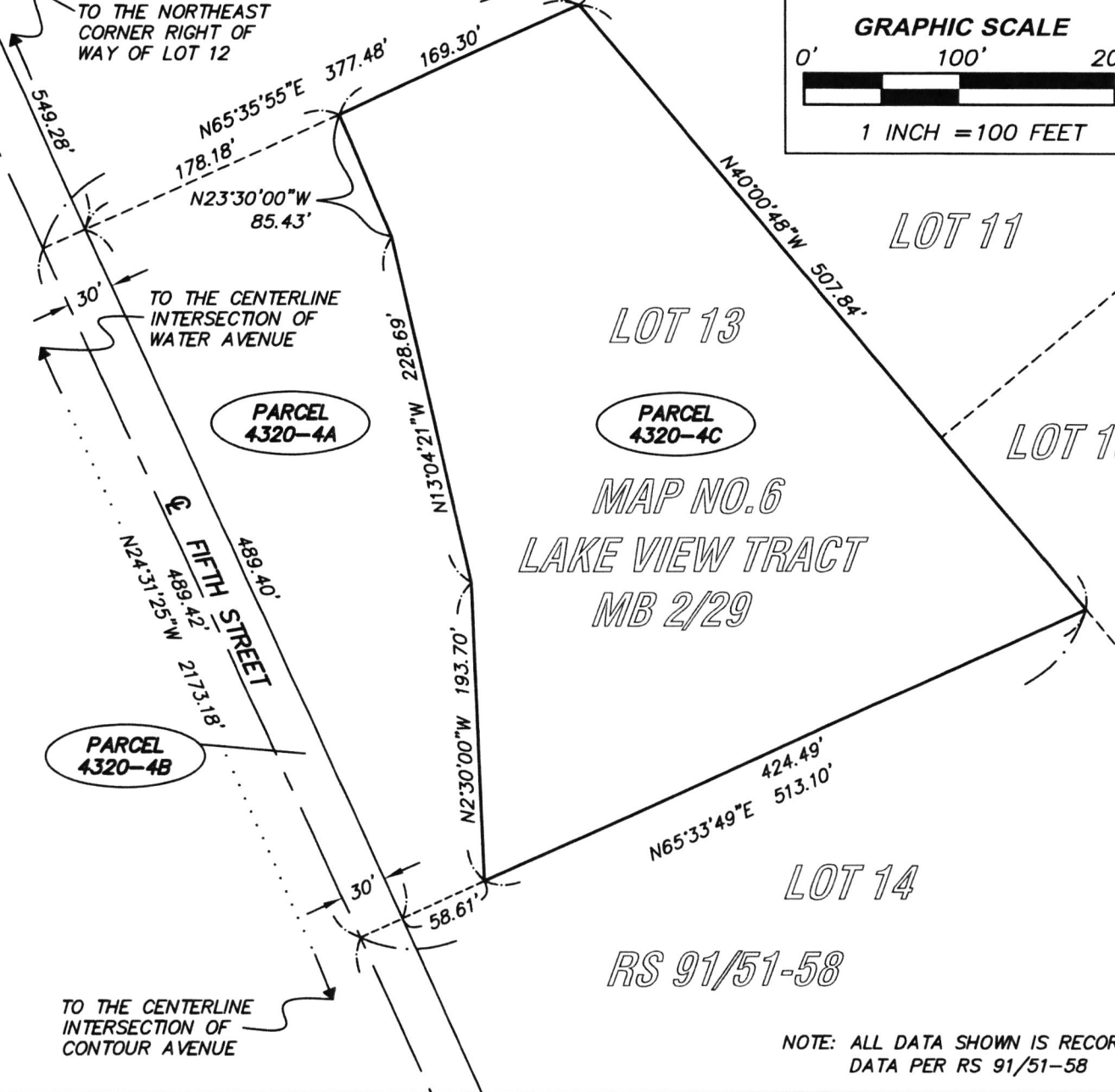
TO THE CENTERLINE
INTERSECTION OF
CONTOUR AVENUE

PARCEL
4320-4A

PARCEL
4320-4C

PARCEL
4320-4B

FIFTH STREET



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

PROJECT NAME:	LAKE VIEW DAM	SCALE 1"=100'	DRAWN BY CGS
RCFC-WCD PARCEL NUMBER(S):	4320-4C	DATE 03/24/21	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	4-0-00320	SHEET NO.	2 OF 2

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

COPY
Flood to Record

NO FEE (GOV. CODE 6103)

Project: Lakeview Dam
Project No. 4-0-00320
APN 427-140-031
RCFC Parcel No. 4320-4C

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ _____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, ("District") does hereby remise, release and forever quitclaim to **WALLACE W. HALL and BETTY HALL, Trustees of the WALLY AND BETTY HALL TRUST Under Trust Dated November 7, 2019**, all right, title and interest in and to the real property in the unincorporated Lakeview area, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

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

Date: November 8, 2022.

By: Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:

KECIA R. HARPER
Clerk of the Board of Supervisors

By: Cindy Fernandez
Deputy

(Notary Attached)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) §
COUNTY OF RIVERSIDE)

On November 8, 2022, before me, Breanna Smith, Board Assistant, personally appeared Karen Spiegel, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

KECIA R. HARPER
Clerk of the Board of Supervisors

By: Breanna Smith
Deputy

(Seal)

NOV 8 2022 11.5

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

LAKE VIEW DAM

Parcel No. 4320-4C

APN: 427-140-031

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Containing 136,456 square feet / 3.133 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing grid distance by the combination factor of 0.9999123.

See Exhibit "B" attached hereto and made a part hereof.



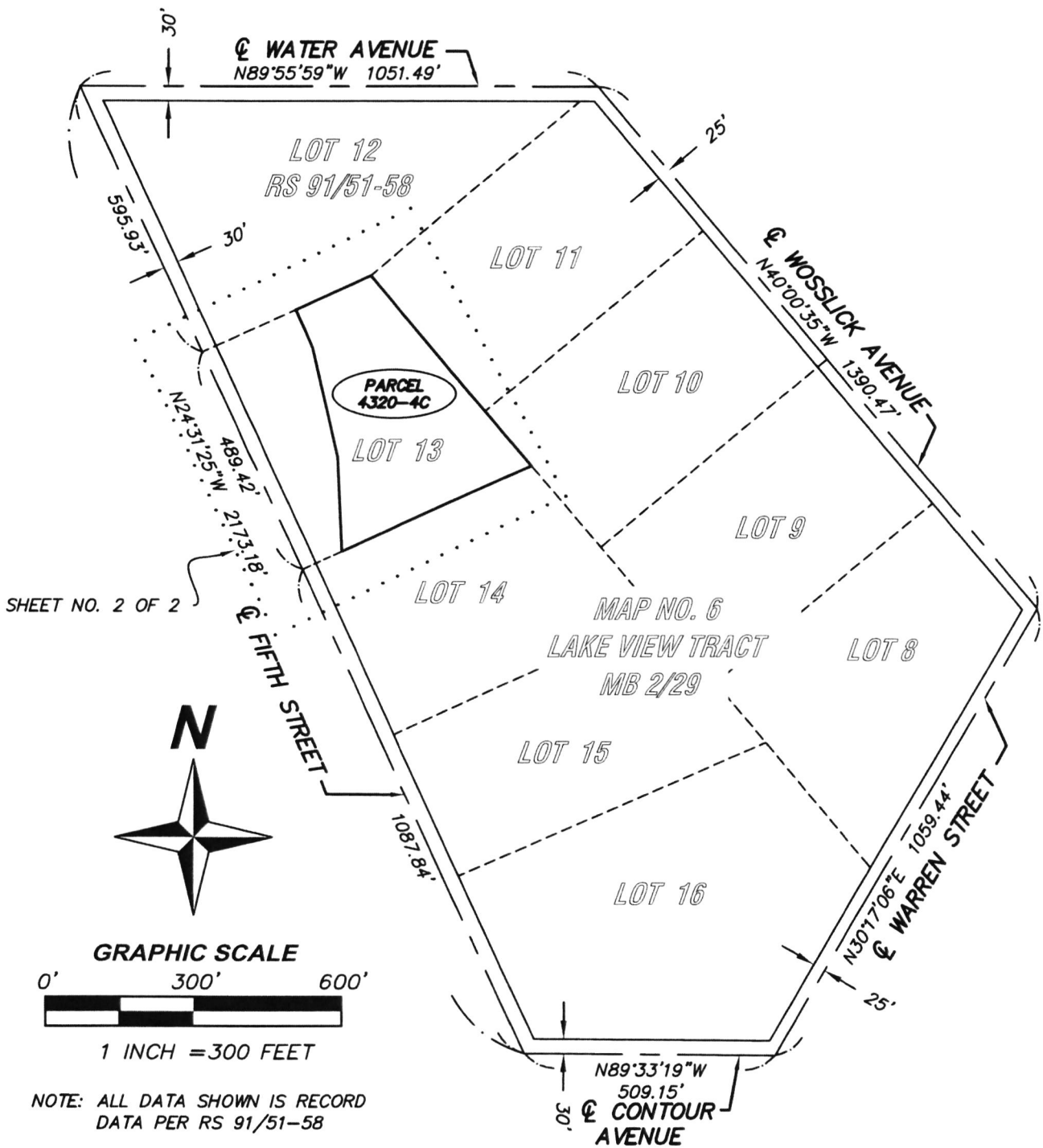


JAMES R. McNEILL

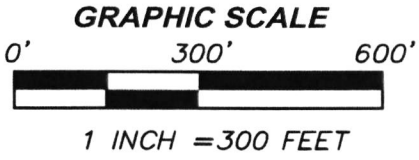
Land Surveyor No. 7752

Date: 4-6-21

EXHIBIT "B"



SHEET NO. 2 OF 2



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

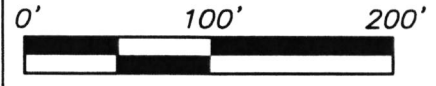
PROJECT NAME:	LAKE VIEW DAM	SCALE 1"=300'	DRAWN BY CGS
RCFC-WCD PARCEL NUMBER(S):	4320-4C	DATE 03/24/21	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	4-0-00320	SHEET NO.	1 OF 2

EXHIBIT "B"

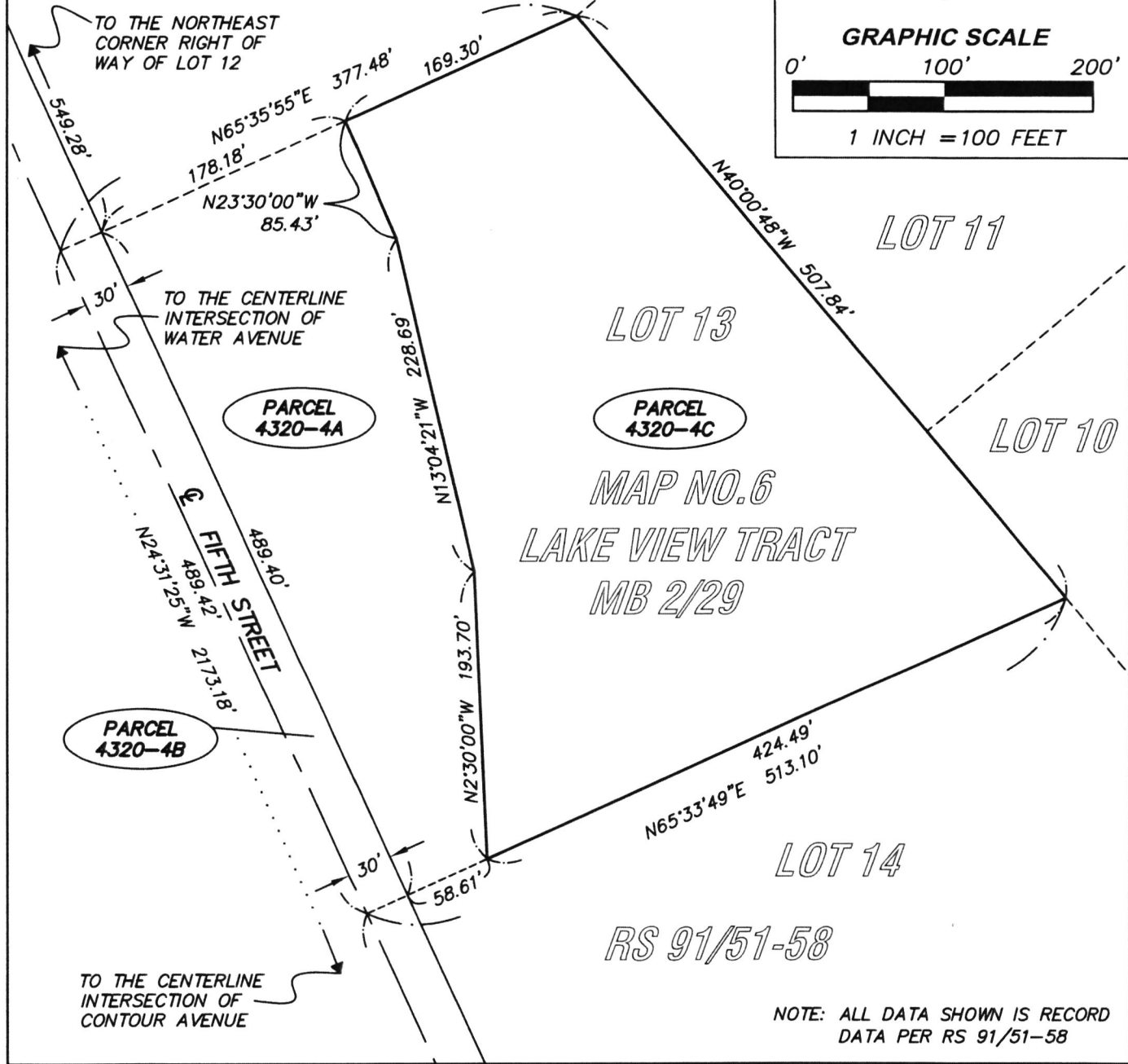
LOT 12



GRAPHIC SCALE



1 INCH = 100 FEET



NOTE: ALL DATA SHOWN IS RECORD DATA PER RS 91/51-58

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

PROJECT NAME:	LAKE VIEW DAM	SCALE 1"=100'	DRAWN BY CGS
RCFC-WCD PARCEL NUMBER(S):	4320-4C	DATE 03/24/21	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	4-0-00320	SHEET NO.	2 OF 2

Lakeview Dam
Project No. 4-0-00320
APN 427-140-031 (portion)
RCFC Parcel No. 4320-4C

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY, ("Agreement"), is entered into this 8th day of November, 2022 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic (hereinafter called "DISTRICT" or "SELLER"), and WALLACE W. HALL and BETTY HALL, Trustees of the WALLY AND BETTY HALL TRUST Under Trust Dated November 7, 2019 (hereinafter called "BUYER") for acquisition by BUYER from SELLER of certain real property interests from the Lakeview Dam Project (hereinafter called "PROJECT").

RECITALS

- A. SELLER is the owner of certain real property located in the Lakeview area, County of Riverside, California, consisting of approximately 136,456 square feet (approximately 3.13 acres) of land, a portion of Assessor's Parcel Number 427-140-031, referenced as RCFC Parcel No. 4320-4C ("SELLER'S PROPERTY").
- B. BUYER owns the fee simple title of certain real property adjacent to SELLER'S PROPERTY and having Assessor's Parcel Number 427-140-061.
- C. SELLER desires to sell and BUYER desires to purchase SELLER'S PROPERTY as specifically described.

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, SELLER'S PROPERTY with Riverside County Assessor's Parcel No. 427-140-031.

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 made a part hereof.

- 2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER as full compensation for the Property is:

**Twenty-One Thousand Dollars
(\$21,000)**

NOV 8 2022

11.5

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. PROPERTY SOLD IN "AS-IS" CONDITION. Buyer acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without any warranty and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property.
4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property to be conveyed to them 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 reasonable written notice prior to such entry. BUYER does hereby indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 4. If BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER'S personal property, facilities, tools, and equipment from the Property. If BUYER does not remove all of BUYER'S personal property, facilities, tools and equipment from the Property within ten (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 4, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
5. ESCROW. The Parties will establish an escrow at Lawyers Title Company ("Escrow Holder") to accommodate the transaction contemplated by this Agreement. If the Escrow Agent/Agency is unwilling or unable to perform, District shall designate another Escrow Agent/Agency. 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 ten (10) business days of the date on which this Agreement is fully executed by the Parties. Close of Escrow means the date on which the Quitclaim 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 6 and 11; (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 fully executed Quitclaim Deed ("QCD") in favor of BUYER in the form attached to this agreement as Exhibit "C" and by this reference incorporated herein and made a part hereof. QCD to be recorded with the Riverside County Recorder and obtain a PDF of the recorded document (conformed copy) thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue the Title Policy for the Property to BUYER if desired by BUYER.
 - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
 - E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
6. TITLE AND TITLE INSURANCE. Buyer has elected not to obtain a title insurance policy for this transaction.
 7. 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 shall be given to BUYER upon the close of this transaction, as defined in Section 4 above.
 8. CONVEYANCE OF TITLE. SELLER agrees to convey by recorded Quitclaim Deed to BUYER, SELLER's property free and clear of all recorded liens, encumbrances, assessments, and taxes EXCEPT:
 - A. 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.
 - B. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
 9. WARRANTIES AND REPRESENTATIONS. The SELLER and BUYER make the following warranties and representations, it being expressly understood and agreed that all such warranties and representations are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

- A. The SELLER and BUYER have each taken the respective required actions to permit the execution, delivery, and performance of obligations under this Agreement.
- B. The SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the close of this transaction will be a legal, valid, and binding obligation respectively of each party and consummate the transaction contemplated herein.

10. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
 - a. SELLER shall convey to BUYER marketable title to the Property by execution and delivery with Escrow Holder a duly executed and acknowledged QCD in the form attached to this Agreement as Exhibit "C".
 - b. SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.
 - c. The physical condition of SELLER'S Property must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
 - d. 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.
 - e. 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 conditions at or before the Closing:
 - a. BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
 - b. BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

- c. All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by BUYER to SELLER.
- d. Such proof of BUYER'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 BUYER to act for and bind BUYER as may reasonable be required by SELLER for the Escrow Holder.

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.

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

A. SELLER shall pay or be charged:

- a. 50% of all Escrow fees and costs;
- b. All costs associated with removing any debt encumbering the Property;
and
- c. SELLER'S share of prorations, if any.

B. BUYER shall pay or be charged:

- a. 50% of all Escrow fees and costs;
- b. Cost of the CLTA Standard coverage policy, if elected;
- c. All costs associated with BUYER'S attorney fees;
- d. Cost of recording the QCD, if any; and
- e. 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:

a. Tax Exempt Agency. All parties hereto acknowledge that the SELLER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. BUYER 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 funds deposited by BUYER 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.

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 and record the QCD, 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. BUYER agrees to indemnify, defend and hold SELLER 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 BUYER'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 SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other escrow forms or documents to consummate the purchase.
14. NOTICES. All notices, demands or other communications hereunder 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:

BUYER: Wally Hall
 31030 Sunset Avenue
 Nuevo, CA 92567

SELLER: Riverside County Flood Control
 and Water Conservation District
 Attention: Jack Peabody – Senior Real Property Agent
 1995 Market Street
 Riverside, CA 92501

COPY TO: Riverside County Counsel's Office
Attention: Wesley Stanfield
Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501-3674

15. MISCELLANEOUS.

- A. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property, by delivering written notice thereof to the defaulting party and the 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.
- B. Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- C. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with the Escrow Holder.
- D. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- E. 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.
- F. Authorities.
- a. BUYER and SELLER have each taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.
- b. BUYER and SELLER have 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 SELLER respectively and can consummate the transaction contemplated herein.

- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- H. Time of Essence. The parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 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 BUYER is in fact represented in this sale, upon and only upon the Closing, BUYER shall solely be responsible to pay any commissions or fees to BUYER's Broker. SELLER is not responsible nor is SELLER liable for any claim, charges, or commissions that may arise or be alleged by a broker or agent in connection with this Agreement or the purchase of sale of the Property. BUYER shall defend, indemnify and hold harmless SELLER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims")

claimed to be due by BUYER's Broker or any other person arising from or by reason of BUYER's conduct with respect to this transaction. The provisions of this Section 14.M. shall survive Closing hereunder or earlier termination of this Agreement.

N. Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

15. 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.

16. 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.

///
///
///

[Signature provisions on next page]

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

SELLER:

RECOMMENDED FOR APPROVAL

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

By: Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

Date: November 8, 2022.

APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KECIA R. HARPER
Clerk of the Board

By: [Signature]
WESLEY STANFIELD
Deputy County Counsel

By: Cindy Jannetty

Date: 11/2/2022

Date: November 8, 2022

BUYER:

WALLY AND BETTY HALL TRUST Under Trust Dated November 7, 2019

Date: 10/17/22

By: Wallace W Hall
WALLACE W. HALL, Trustee

Date: 10-17-22

By: Betty S. Hall
BETTY S. HALL, Trustee

APN 427-140-031 (portion)
Project: Lakeview Dam
Project No. 4-0-00320
RCFC Parcel No. 4320-4C

JLP:amh
10/13/22

11.5

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

LAKE VIEW DAM

Parcel No. 4320-4C

APN: 427-140-031

In the County of Riverside, State of California, being all of Lot 13 of Map No. 6 of Lake View Tract, filed in book 2, page 29 of maps, records of said County.

Except Parcels 4320-4A and 4320-4B as shown on a Record of Survey, filed in book 91, pages 51 through 58, inclusive, of Records of Surveys, records of said County.

Containing 136,456 square feet / 3.133 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing grid distance by the combination factor of 0.9999123.

See Exhibit "B" attached hereto and made a part hereof.



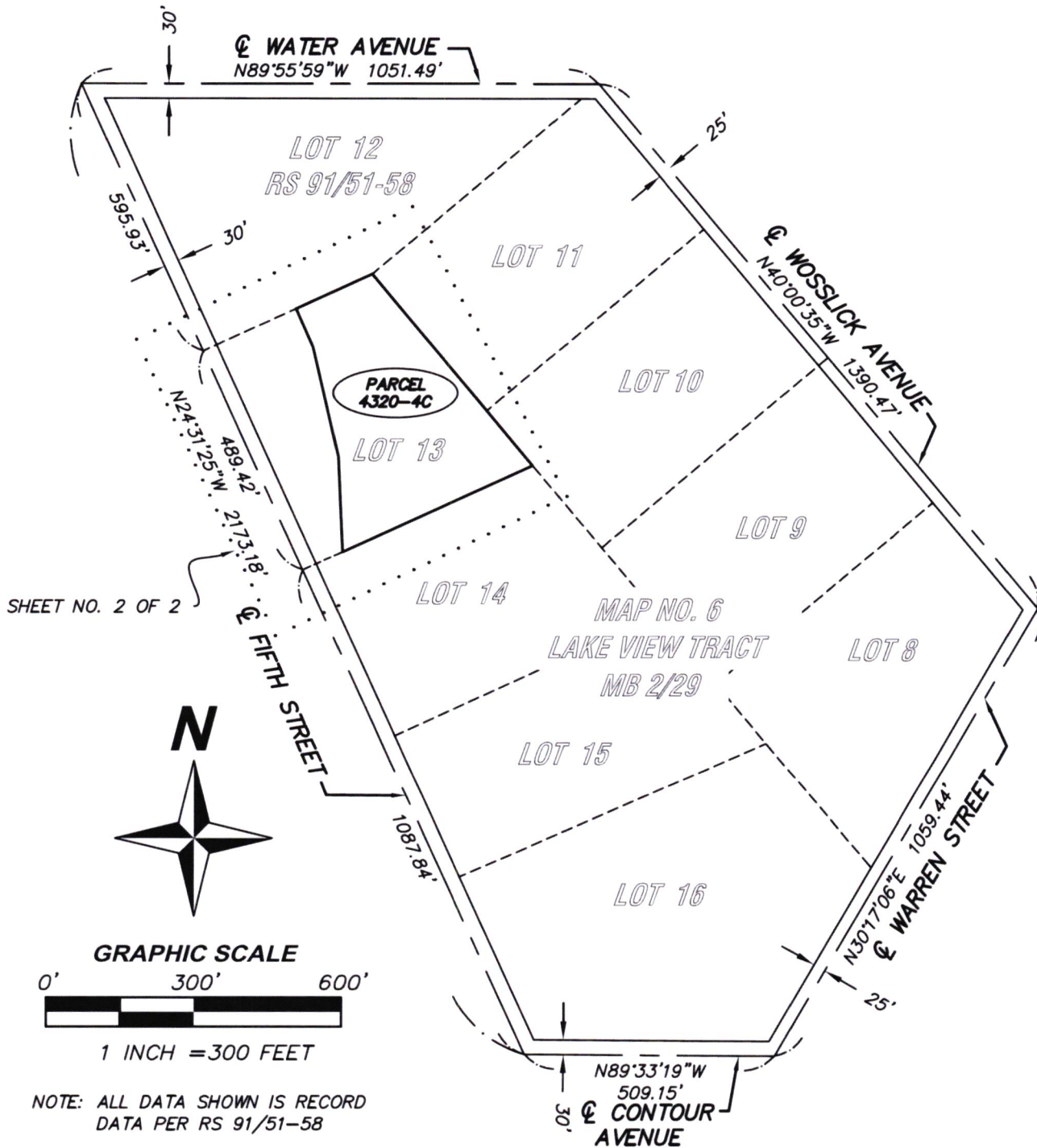


JAMES R. McNEILL

Land Surveyor No. 7752

Date: 4-6-21

EXHIBIT "B"



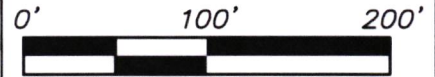
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	LAKE VIEW DAM	SCALE 1"=300'	DRAWN BY CGS
RCFC-WCD PARCEL NUMBER(S):	4320-4C	DATE 03/24/21	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	4-0-00320	SHEET NO.	1 OF 2

EXHIBIT "B"



GRAPHIC SCALE



1 INCH = 100 FEET

LOT 12

LOT 11

LOT 13

LOT 10

MAP NO. 6
LAKE VIEW TRACT
MB 2/29

LOT 14

RS 91/51-58

TO THE NORTHEAST
CORNER RIGHT OF
WAY OF LOT 12

TO THE CENTERLINE
INTERSECTION OF
WATER AVENUE

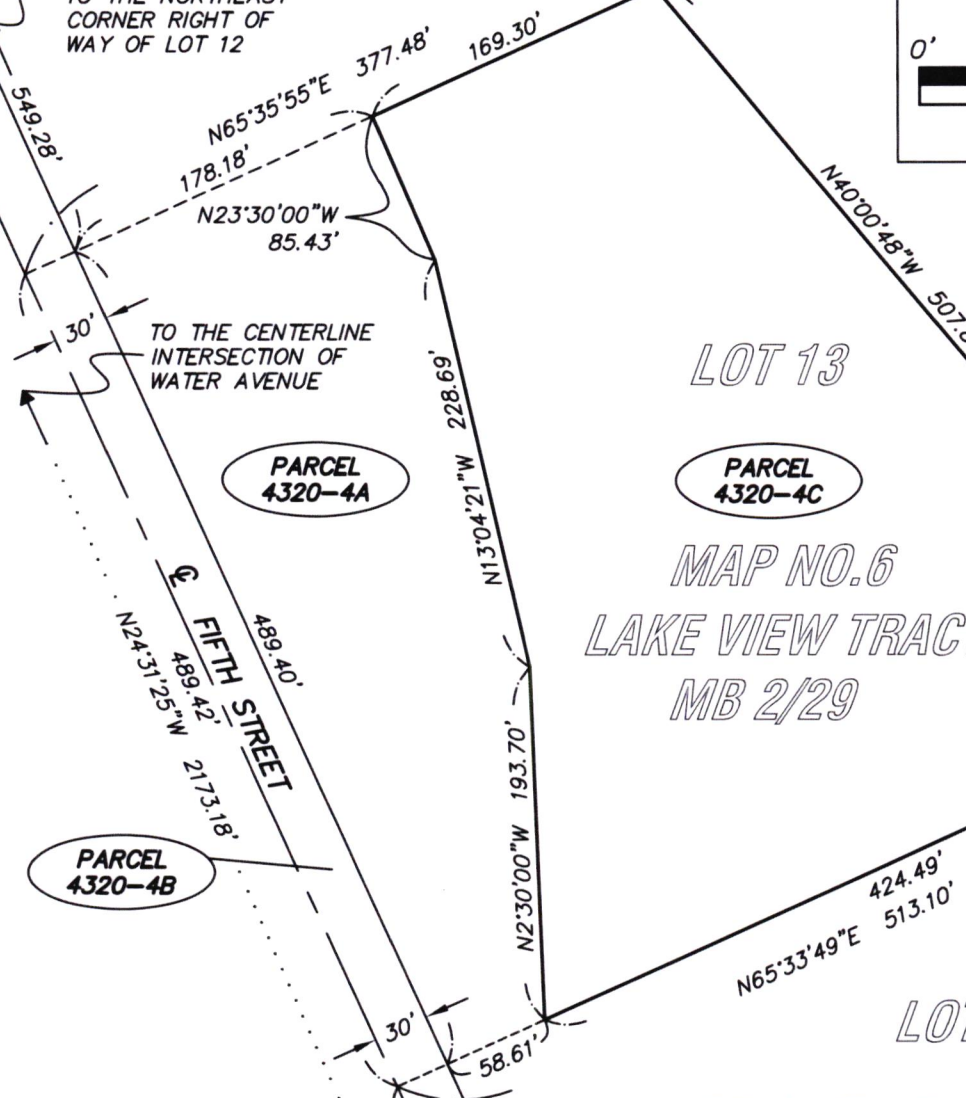
TO THE CENTERLINE
INTERSECTION OF
CONTOUR AVENUE

PARCEL
4320-4A

PARCEL
4320-4C

PARCEL
4320-4B

FIFTH STREET



NOTE: ALL DATA SHOWN IS RECORD
DATA PER RS 91/51-58

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	LAKE VIEW DAM	SCALE 1"=100'	DRAWN BY CGS
RCFC-WCD PARCEL NUMBER(S):	4320-4C	DATE 03/24/21	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	4-0-00320	SHEET NO.	2 OF 2

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)

Project: Lakeview Dam
Project No. 4-0-00320
APN 427-140-031
RCFC Parcel No. 4320-4C

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ _____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, ("District") does hereby remise, release and forever quitclaim to **WALLACE W. HALL and BETTY HALL, Trustees of the WALLY AND BETTY HALL TRUST Under Trust Dated November 7, 2019**, all right, title and interest in and to the real property in the unincorporated Lakeview area, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

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

Date: _____

By: _____

KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

ATTEST:

KECIA R. HARPER
Clerk of the Board of Supervisors

By: _____
Deputy

(Notary Attached)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) §
COUNTY OF RIVERSIDE)

On _____, 2022, before me, _____, Board Assistant, personally appeared _____, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

KECIA R. HARPER
Clerk of the Board of Supervisors

By: _____
Deputy

(Seal)

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

LAKE VIEW DAM

Parcel No. 4320-4C

APN: 427-140-031

In the County of Riverside, State of California, being all of Lot 13 of Map No. 6 of Lake View Tract, filed in book 2, page 29 of maps, records of said County.

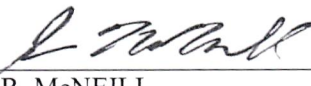
Except Parcels 4320-4A and 4320-4B as shown on a Record of Survey, filed in book 91, pages 51 through 58, inclusive, of Records of Surveys, records of said County.

Containing 136,456 square feet / 3.133 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing grid distance by the combination factor of 0.9999123.

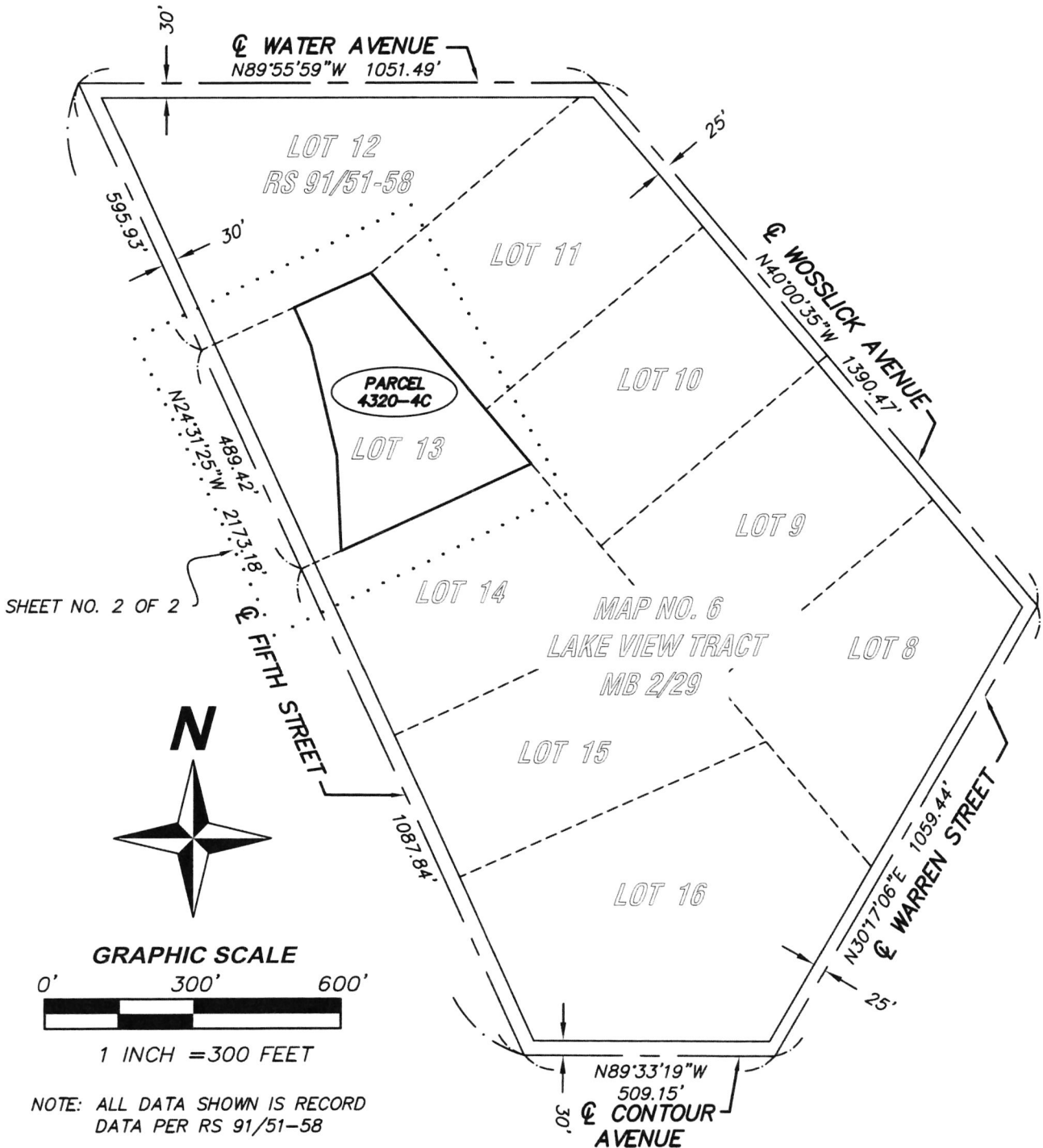
See Exhibit "B" attached hereto and made a part hereof.



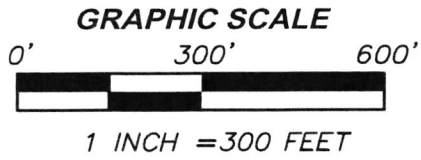


JAMES R. McNEILL
Land Surveyor No. 7752
Date: 4-6-21

EXHIBIT "B"



SHEET NO. 2 OF 2



NOTE: ALL DATA SHOWN IS RECORD DATA PER RS 91/51-58

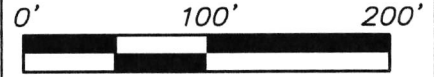
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	LAKE VIEW DAM	SCALE 1"=300'	DRAWN BY CGS
RCFC-WCD PARCEL NUMBER(S):	4320-4C	DATE 03/24/21	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	4-0-00320	SHEET NO.	1 OF 2

EXHIBIT "B"



GRAPHIC SCALE



1 INCH = 100 FEET

LOT 12

LOT 11

LOT 13

LOT 10

MAP NO. 6
LAKE VIEW TRACT
MB 2/29

LOT 14

RS 91/51-58

TO THE NORTHEAST
CORNER RIGHT OF
WAY OF LOT 12

377.48'
N65°35'55"E
178.18'
N23°30'00"W
85.43'

30'
TO THE CENTERLINE
INTERSECTION OF
WATER AVENUE

PARCEL
4320-4A

PARCEL
4320-4C

PARCEL
4320-4B

TO THE CENTERLINE
INTERSECTION OF
CONTOUR AVENUE

FIFTH STREET
N24°31'25"W
489.42'
2173.18'

169.30'
228.69'
N13°04'21"W
193.70'
N2°30'00"W

424.49'
513.10'
N65°33'49"E

LOT 14

NOTE: ALL DATA SHOWN IS RECORD
DATA PER RS 91/51-58

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

PROJECT NAME:	LAKE VIEW DAM	SCALE 1"=100'	DRAWN BY CGS
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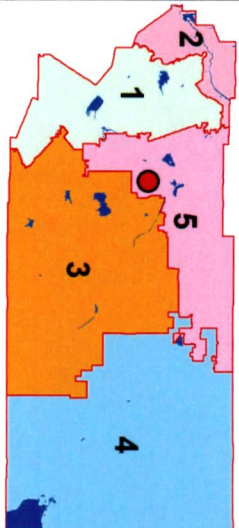


RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Subject Property - RCFC Parcel No. 4320-4C
 Portion Assessor's Parcel No. 427-140-031



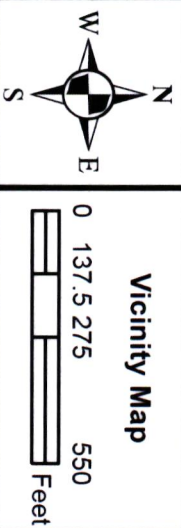
JP_ContourAve_RCLT_Pictometry



Supervisor Districts

- Legend**
- Subject Property
 - Assessor Parcels
 - Parcel Location

Description
 Lakeview Dam Project
 Project No. 4-6-00320



Vicinity Map