



County Executive Office
Memorandum

RECEIVED
2011 MAY 20 AM 8:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

May 19, 2011

To: Darlene Bloom, Clerk of the Board
From: Thomas G. Mauk, County Executive Officer 
Subject: Exception to the Rule 21

S91B

The County Executive Office is requesting a supplemental for the May 24, 2011 Board Hearing Meeting.

Agency: OC Public Works
Subject: Prado Dam Property Acquisition – Margarita Moreno
District: All

Reason for supplemental: To expedite approval of acquisition contract prior to hearing on eminent domain.



Concur: _____
Supervisor Bill Campbell
Chairman, Board of Supervisors

cc: Members, Board of Supervisors
Rob Richardson, Assistant County Executive Officer
Nick Chrisos, County Counsel



RECEIVED SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

2011 MAY 20 AM 8:56

ASR Control

S91B

MEETING DATE: 05/24/11
 LEGAL ENTITY TAKING ACTION: Orange County Flood Control District
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: OC Public Works
 DEPARTMENT CONTACT PERSON(S): Joseph Edwards (714) 667-9671
 Carolee Condon (714) 667-9674

SUBJECT: Prado Dam Property Acquisition - Margarita Moreno

CEA CONGR

COUNTY COUNSEL REVIEW
Approved contract as to form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$1,355,500 Annual Cost: N/A
 Staffing Impact: No # of Positions: N/A Sole Source: N/A
 Current Fiscal Year Revenue: N/A
 Funding Source: Flood Accumulated Capital Outlay Fund 404: 100%

Prior Board Action: May 3, 2011; January 28, 2003; June 23, 1998; November 28, 1989; June 13, 1972

RECOMMENDED ACTION(S)

1. Find that the previous certified environmental documents fully analyzed all potential adverse environmental impacts of the proposed project and adequately satisfy the requirements of CEQA, as recommended, for the proposed project. No additional environmental review is required because no substantial changes are proposed in the proposed project, nor will circumstances under which the proposed project is undertaken require major revisions to the previous CEQA documentation. Additionally, no new information of substantial importance has been received pursuant to CEQA Guidelines Section 15162, 15163, or 15164.
2. Approve and execute the Acquisition Contract for property required for the Prado Dam Project and return two executed copies to OC Public Works, and authorize the OC Public Works Director, or designee (Director), to sign all escrow documents, including minor modifications that do not materially alter the terms or financial obligations of the Orange County Flood Control District, and perform all activities specified to be performed by the Director under the terms of the Acquisition Contract.
3. Authorize the Chair of the Board to accept the Grant Deed upon delivery by OC Public Works and return the Deed to OC Public Works for recording.
4. Authorize the Auditor-Controller, upon notification from OC Public Works, to issue checks to

escrow for the account of Margarita Moreno, or assigns, in the amount of \$1,050,000 and additional checks, as required for title insurance, trust deed clearance fees, forwarding fees, trustee fees, subordination fees, other fees associated with the escrow, as applicable.

SUMMARY:

Approval of Acquisition Contract to purchase property located within the Prado Dam Project area by the Orange County Flood Control District will further the Project goal of flood control protection for residents of Orange County.

BACKGROUND INFORMATION:

On January 28, 2003, your Board approved a Project Cooperation Agreement between the Orange County Flood Control District (OCFCD) and the U.S. Army, which obligates the OCFCD to acquire real property interests required for the Prado Dam Project (Project).

The subject property, located at 16651 Euclid Avenue, Chino, California, and owned by Margarita Moreno, is required for the Project. The property consists of 5.55 acres of land improved with a manufactured home and various agricultural-related & ancillary improvements.

On March 17, 2010, OC Public Works staff presented an offer to purchase the Moreno property. After some negotiations, Ms. Moreno signed an Acquisition Contract on June 8, 2010 to sell her property to the OCFCD for \$1,050,000. However, on June 25, 2010, while staff was in the process of filing the Contract for approval by your Board, Ms. Moreno rescinded her agreement to sell. Discussions continued for several months, but further efforts at that time to move forward with a voluntary acquisition of the subject property were unsuccessful.

On May 3, 2011, County Counsel presented a proposed Resolution of Necessity under the Eminent Domain Law relating to the subject property for public hearing and for your Board's consideration Agenda Item No. 54; ASR Control 11-000644. Your Board voted to continue the public hearing on the eminent domain matter to June 7, 2011 and directed OC Public Works staff to renew their efforts to negotiate a voluntary acquisition of the property. Staff met with Ms. Moreno on May 16, 2011 and presented her with the Acquisition Contract specifying the same purchase price that Ms. Moreno had originally agreed to accept last year, \$1,050,000. At the conclusion of the meeting, Ms. Moreno signed the Acquisition Contract and it is recommended for approval by your Board. County Counsel will request the Clerk of the Board to delete the eminent domain public hearing item from the June 7, 2011 Board agenda in light of Ms. Moreno's agreement if your Board approves the Acquisition Contract.

The purchase price of the subject property is an administrative settlement within 8 percent of the OCFCD's appraisal of the property and is considered to be within a reasonable range of fair market value. Related title, escrow, and closing costs are estimated to be an additional \$5,500.

Pursuant to State and Federal law, the OCFCD's acquisition of the subject property will establish relocation entitlements for the occupants of the property. Valid Relocation Assistance Program claims will be approved by the OC Public Works Director, pursuant to Resolution No. 72-655, dated June 13, 1972, and reaffirmed by Minute Order dated June 23, 1998. Potential Relocation Assistance Program payments for this acquisition are estimated to be \$300,000.

Compliance with CEQA: Proposed project impacts have been analyzed in the 1980, 1985, and 1988 Final Supplement/Environmental Impact Report for the Santa Ana River Mainstem Project, certified on November 28, 1989, as complete and adequate for the purposes of CEQA. Applicable Supplement

Environmental Assessments to said documents and Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 were certified by the Orange County Planning Commission on December 19, 2001. Prior to project approval, the decision-maker must find that no additional significant adverse impacts will occur, which would require additional environmental review to satisfy the requirements of CEQA Guidelines Sections 15162, 15163, or 15164.

Because this is merely a property acquisition in accordance with the CEQA Guidelines and the previously certified CEQA documents for the project, which reflect the independent judgment of the Lead Agency, the Orange County Flood Control District, the proposed project is recommended for approval.

General Plan Conformity: The project is in conformance with the General Plan of the City of Chino pursuant to Government Code Section 65402.

Hazardous Materials Assessment: A Hazardous Materials Assessment has been completed by the Orange County Flood Control District which revealed no significant issues of concern with regard to hazardous materials.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

N/A

EXHIBIT(S):

Exhibit A - Location Map

ATTACHMENT(S):

Attachment A - Acquisition Contract

Attachment A

Project/Parcel No: E01-38-029
Project Name: Prado Dam

ACQUISITION CONTRACT

THIS CONTRACT is made _____, 2011, by and between MARGARITA MORENO, unmarried woman, hereinafter referred to as "GRANTOR," and ORANGE COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT," without regard to number or gender.

GRANT DEED dated May 16 _____, 2011, covering real property designated on DISTRICT records as Parcel No. 38-029, hereinafter separately referred to as the parcel or collectively referred to as "PROPERTY," has been executed and delivered to Sergio Mora, Real Property Agent for DISTRICT's OC Public Works, Real Estate Services. The PROPERTY is described and shown in a copy of the Deed, which is attached hereto as Attachment 1.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. TOTAL AGREEMENT (1.3 S)

The parties have herein set forth the whole of their agreement and no obligations other than those set forth herein, unless amended in writing, will be recognized. Performance of this CONTRACT by DISTRICT shall constitute the entire consideration for the Deed delivered to DISTRICT and shall relieve DISTRICT of any further obligations or claims on this account. This CONTRACT supersedes all prior and contemporaneous oral and written agreements and discussions between the parties with respect to the subject matter of this CONTRACT.

2. PAYMENT (2.2.1 N)

The total just compensation price to be paid by DISTRICT for the PROPERTY shall be the sum of ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000) (the "Purchase Price"). DISTRICT shall pay the Purchase Price to the order of GRANTOR through the Escrow Holder (as defined below), less any amounts authorized to be paid to others under this CONTRACT as set forth below.

3. ESCROW (N)

A. Opening Escrow. Upon execution of this CONTRACT by all parties, DISTRICT shall open an escrow (the "Escrow") with Lawyers Title Insurance Company (the "Escrow Holder") for the purposes of consummating the purchase and sale of the PROPERTY. Upon opening the Escrow, DISTRICT shall deposit the executed CONTRACT and Deed with the Escrow Holder. However, GRANTOR agrees that the County of Orange ("COUNTY"), OC Public Works Director, or designee (the "Director") may unilaterally open the Escrow at such escrow company other than noted herein (also the "Escrow Holder"), as may be necessary to carry out the terms of this CONTRACT.

B. Escrow Instructions. This executed CONTRACT shall constitute the Escrow instructions to the Escrow Holder, together with the General Provisions attached hereto as Attachment 2. The

Attachment A

Director is designated to unilaterally commence and coordinate the Escrow with the Escrow Holder. Any required amendments or supplements to the Escrow instructions which become necessary to carry out the terms of this CONTRACT must be executed by the Director. The parties agree to execute such additional instructions as may be required by the Escrow Holder or otherwise in order to complete this transaction; provided however, that such instructions shall not conflict with any provisions of this CONTRACT. If there is any inconsistency between such additional instructions and this CONTRACT, this CONTRACT shall control unless the parties expressly agree in writing otherwise.

C. Close of Escrow. The Escrow shall close no later than the date that is six months after the CONTRACT is delivered to the Escrow Holder (the "Closing Date," "Close of Escrow," and/or the "Closing"). The Escrow period can be extended by mutual agreement of the parties. The Escrow Holder shall be notified in writing by GRANTOR and the Director if an extension is in effect. The terms "Closing Date," "Close of Escrow," and/or the "Closing" are used herein to mean the date necessary instruments of conveyance are recorded in the Office of the County Recorder in which the PROPERTY is located.

D. Closing, Recording, and Disbursements. On or before the Closing Date, and when all of the conditions precedent to the Close of Escrow set for in Section 7 of this CONTRACT have been satisfied or waived in writing, the Escrow Holder shall take the following actions:

- (1) Recording. The Escrow Holder shall cause the Deed to be recorded in the Office of the County Recorder in which the PROPERTY is located.
- (2) Disbursement of Funds. The Escrow Holder shall disburse to GRANTOR the Purchase Price, less any amounts to be paid to others, if any, under this CONTRACT.
- (3) Title Policy. The Escrow Holder shall deliver to DISTRICT the commitment of the title company selected by DISTRICT to issue the title policy, if DISTRICT selected to obtain a title policy.
- (4) Delivery of Documents to DISTRICT. The Escrow Holder shall deliver to DISTRICT conformed copies of the Deed and any other documents (or copies thereof) deposited by GRANTOR with the Escrow Holder pursuant to this CONTRACT. Originals of the Deed shall be returned to DISTRICT after recordation.
- (5) Delivery of Documents to GRANTOR. The Escrow Holder shall deliver to GRANTOR conformed copies of the Deed and any documents (or copies thereof) deposited by DISTRICT with the Escrow Holder pursuant to this CONTRACT.

4. PAYMENT OF FEES (N)

DISTRICT shall pay escrow, recording, and trust deed clearance fees incurred in this transaction and the premium charged for title insurance, if such insurance is desired by DISTRICT. For purposes of this transaction, trust deed clearance fees are defined as forwarding fees, trustee's fees, and reconveyance fees.

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5. MONEY LIENS AND/OR TRUST DEED PAYMENTS (3.1 S)

A. It is mutually agreed that DISTRICT is authorized to pay from the Purchase Price, in order of priority as provided by law, such sums as may be demanded by judgment creditors and/or beneficiaries under judgments, money liens, and/or deeds of trust, including, but not limited to, those listed below:

- (1) Deed of Trust recorded June 12, 2003 as Instrument No. 2003-0393967 of O.R.
- (2) Abstract of Judgment recorded May 31, 2007 as Instrument No. 2007-0328904 of O.R.
- (3) Abstract of Judgment recorded September 20, 2010 as Instrument No. 2010-0385566 of O.R.

B. Such sums authorized to be paid from the Purchase Price shall not be in excess of the unpaid principal together with:

- (1) Any accrued interest;
- (2) Penalties;
- (3) Attorney's fees and court costs.

6. TRANSFER DISCLOSURE (4.1 S)

GRANTOR has provided DISTRICT with an executed Real Estate Transfer Disclosure Statement concurrent with the execution of this CONTRACT by GRANTOR.

7. CONDITIONS PRECEDENT TO CLOSE OF ESCROW (N)

A. DISTRICT's obligation to purchase the PROPERTY, and the Close of Escrow, shall be subject to the satisfaction or written waiver by DISTRICT of each of the conditions precedent in this Section.

- (1) GRANTOR's Performance. GRANTOR is not in material default of any item, warranty, or condition of this CONTRACT.
- (2) GRANTOR Deliveries Made. GRANTOR has deposited with the Escrow Holder all documents required of GRANTOR under this CONTRACT.
- (3) Title. Title to the PROPERTY is in the following condition:
 - (a) Fee title to Parcel 38-029, of the PROPERTY is free and clear of all liens, encumbrances, assessments, easements, leases (recorded and unrecorded), and taxes, except:
 - (i) Any installment of general and special county and city taxes, if any, allocable to a period subsequent to the time title is vested in DISTRICT, and all taxes subsequent thereto.

Attachment A

(However, GRANTOR shall remain liable for payment of any taxes allocable to a period prior to the time title is vested in DISTRICT, and DISTRICT is authorized to pay on behalf of GRANTOR from the Purchase Price, any such taxes, whether or not delinquent, together with penalties and interest thereon, and delinquent or non-delinquent assessments or bonds, and any interest thereon allocable to such period of time. DISTRICT shall pay its prorata share of due or current taxes for the period of time commencing with the time title is vested in DISTRICT.)

- (ii) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California added by Chapter 498, statutes of 1983, will be permitted to show in DISTRICT's title insurance policy. (However, GRANTOR shall remain liable for payment of such taxes as set forth in Section 7.A.(3)(a)(i) above.)
- (iii) Rights of Public and County over existing road or highway blanket in nature.
- (iv) Flowage rights, the right to prohibit human habitation, and a perpetual easement to flood and inundate recorded November 8, 1941 in Book 1505, Page 268.
- (v) Abutter's rights of access released and relinquished per Grant Deed recorded June 21, 1949 in Book 2420, Page 359.
- (vi) An easement for public utilities, ingress and egress to SCE recorded May 14, 1952 in Book 2949, Page 352 of O.R.
- (vii) An easement for public utilities to SCE recorded June 19, 1952 in Book 2970, Page 468 of O.R.
- (viii) An easement for right of entry to prospect for, mine and remove minerals, with right of ingress and egress and right to locate well sites recorded August 3, 1955 in Book 3706, Page 274 of O.R.
- (ix) An easement for public utilities to SCE recorded November 1, 1960 in Book 5273, Page 285 of O.R.
- (x) An easement for road and public utilities recorded January 22, 1965 in Book 6316, Page 121 of O.R.
- (xi) An easement for public utilities with ingress and egress recorded May 23, 1968 in Book 7031, Page 60 of O.R.
- (xii) An easement for road and public utilities recorded February 25, 1972 in Book 7868, Page 44 of O.R.

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- (xiii) Land Conservation Contract recorded February 27, 1975 in Book 8624, Page 542 of O.R.
- (xiv) Unrecorded Communications Site License Agreement, entered into on or about September 1, 2005 by GRANTOR with Southern California Edison Company and New Cingular Wireless PCS, LLC (the "Communications License").
- (xv) Any title exceptions not required to be cleared from the title to said PROPERTY by the Director.

B. Prior to Close of Escrow, GRANTOR is obligated to:

- (1) Clean up and remove from the PROPERTY all Hazardous Materials (as defined below), if any; and
- (2) Comply with any and all regulatory requirements and/or orders that apply to activities and/or use of the PROPERTY by GRANTOR and/or GRANTOR's tenants, and obtain all required regulatory clearances, if any, reflecting such compliance, including without limitation all applicable requirements, clearances, and orders, if any, of the Santa Ana Regional Water Quality Control Board.
- (3) Execute and deliver into Escrow for delivery to DISTRICT upon Close of Escrow a written assignment of all GRANTOR's rights and interests under that certain Communications License, referenced in Section 7.A.(3)(a)(xiv) above, in a form acceptable to DISTRICT.
- (4) Give written notice to Southern California Edison Company and to any and all successors in interest to the rights and obligations of New Cingular Wireless PCS, LLC under said Communications License, in a manner that complies with Sections 12 and 16 of the Communications License.
- (5) Execute and have notarized a Release of Interest in Property document ("Release"), in the form attached hereto as Attachment 3, pertaining to that certain judgment recorded June 12, 1996 as Instrument No. 19960208836, and deliver such Release to Sergio Mora, Real Property Agent for DISTRICT's OC Public Works, Real Estate Services.

The Director shall notify the Escrow Holder when these conditions precedent have been satisfactorily completed or whether any of the above conditions are inapplicable and instruct the Escrow Holder to proceed with Close of Escrow.

8. WARRANTIES (N)

GRANTOR warrants that:

- A. There are no unrecorded encumbrances, including but not limited to liens, leases, easements, or licenses, on all or any portion of the PROPERTY, except for an oral rental agreement/lease for operation of Perez Nursery. Such rental agreement/lease shall be hereinafter referred to as "Agreement." GRANTOR shall be responsible for delivering title to the PROPERTY free and

Attachment A

clear of such Agreement at Close of Escrow. GRANTOR's delivery of title to the PROPERTY shall be subject to the Communications License referenced in Section 7.A.(3)(a)(xiv) above.

B. GRANTOR is entitled to the Purchase Price, and that in the event GRANTOR's tenant makes claims against said proceeds, including but not limited to claims for any leasehold interests, said claims shall be settled between GRANTOR and its tenant.

C. The execution and delivery of this CONTRACT by GRANTOR, and GRANTOR's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which GRANTOR is at present a party or by which GRANTOR is bound.

D. To GRANTOR's knowledge, no litigation and no governmental, administrative, or regulatory act or proceeding regarding the environmental, health, and safety aspects of the PROPERTY is pending, proposed, or threatened.

E. GRANTOR will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber, or otherwise affect its interests in the PROPERTY without the prior written consent of DISTRICT, which DISTRICT may grant or withhold at its sole discretion.

F. Pursuant to the Release referenced in Section 7.B.(5) above, GRANTOR releases any and all interest in the PROPERTY created by that certain judgment recorded on June 12, 1996 as Instrument No. 19960208836.

9. INDEMNIFICATION (N)

GRANTOR agrees to indemnify, hold DISTRICT, COUNTY, and their respective elected officials, officers, agents, employees, and independent contractors harmless, defend with counsel approved by DISTRICT/ COUNTY, and reimburse DISTRICT/COUNTY for any and all claims, judgments, actions, suits, proceedings, losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damages, or expenses, including attorney fees, of DISTRICT's/COUNTY's losses and expenses, including reasonable attorney fees, resulting from, arising out of, or based on any breach of GRANTOR's warranties in this CONTRACT.

Furthermore, GRANTOR shall indemnify, hold DISTRICT, COUNTY, and their respective elected officials, officers, agents, employees, and independent contractors harmless, defend with counsel approved in writing by DISTRICT/COUNTY, and reimburse DISTRICT/COUNTY for any and all claims, judgments, actions, suits, proceedings, losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damages, or expenses (including without limitation, diminution in value of the PROPERTY, all sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) resulting from and/or related to: (1) Hazardous Materials (as defined below) present on the PROPERTY at Close of Escrow which were generated by operations or activities of GRANTOR and/or GRANTOR's tenants and which were undiscovered by DISTRICT through its testing on the PROPERTY or through disclosure by GRANTOR; and (2) failure of GRANTOR and/or GRANTOR's tenants to comply with any regulatory requirements and/or orders that apply to activities on and/or use of the PROPERTY by GRANTOR and/or GRANTOR's tenants. This indemnification includes, without limitation, costs incurred by DISTRICT/COUNTY in connection with cleanup, remediation, removal, or restoration work required by any federal, state, or governmental entity because of Hazardous Materials

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and/or any other regulated materials upon, within, and/or under the real property interests transferred pursuant to this CONTRACT.

10. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE (S)

By execution of this CONTRACT, GRANTOR, on behalf of itself, and its heirs, executors, administrators, successors and assigns, hereby acknowledges that this CONTRACT provides full payment for the acquisition of the PROPERTY by DISTRICT, and GRANTOR hereby expressly and unconditionally waives any claim for damages, fixtures and equipment, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits other than as already expressly provided for in this CONTRACT, with the exception of relocation assistance benefits, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the PROPERTY by DISTRICT.

GRANTOR hereby acknowledges that it either has consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the provisions of California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

GRANTOR acknowledges that it may have sustained damage, loss, costs, or expenses which are presently unknown and unsuspected, and such damage, loss, costs, or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, GRANTOR hereby acknowledges that this CONTRACT has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principle of similar effect.

This acknowledgment and release shall survive Close of Escrow.

11. REMEDIES (S)

If GRANTOR defaults under this CONTRACT, then DISTRICT may, at DISTRICT's option, terminate the escrow or initiate an action for specific performance of this CONTRACT, in addition to pursuing any other rights or remedies that DISTRICT may have at law or in equity.

12. EXISTING RENTAL AGREEMENT(S) AND/OR LEASE(S) ON PROPERTY (N)

A. The PROPERTY is occupied by tenants under the terms of one or more written or oral Agreements. GRANTOR must provide DISTRICT with a copy of any written Agreements and a written summary of the terms of any oral Agreements concurrent with the execution of this CONTRACT.

B. As to the Communications License, referenced in Section 7.A.(3)(a)(xiv) above, GRANTOR hereby agrees that rents will be prorated based upon a statement of rental in the form of the "Rental Offset Statement" attached hereto as Attachment "4", which shall be completed

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and signed by GRANTOR, Southern California Edison Company and New Cingular Wireless and delivered to the Escrow Holder. GRANTOR further agrees that DISTRICT may deduct from the sums due to GRANTOR the amount of any security money, including advance or prepaid rent, deposits, or similar advance payment received from the communication license tenant, as shown in the Rental Offset Statement, and DISTRICT agrees to assume GRANTOR'S obligations with respect to disposition of such security money. All rent prorations shall be made according to the Rental Offset Statement. GRANTOR shall collect all rents which come due prior to the Close of Escrow; but regardless of the amounts actually collected by GRANTOR, the rents shall be prorated on the assumption that GRANTOR has collected all such rents.

13. GRACE PERIOD AND DELIVERY OF PROPERTY VACANT (9.4 N)

It is agreed that GRANTOR shall have a 30-day grace period after Close of Escrow within which to vacate and deliver PROPERTY vacant to DISTRICT in good order and condition, without further notice, and immediately thereafter deliver keys thereto to the Director at OC Public Works, Real Estate Services at 300 North Flower Street, 6th Floor, Santa Ana, California 92703, and also pay all closing utility bills up to and including the date of vacation. This 30-day grace period shall not apply to GRANTOR's tenant, Perez Nursery.

14. MISCELLANEOUS ITEMS ACQUIRED AS REALTY (9.7 S)

It is understood and agreed by and between the parties hereto that the Purchase Price includes, but is not limited to, payment for manufactured home and water wells, well pump equipment, and all water rights which are considered to be part of the realty and are being acquired by DISTRICT in this transaction.

15. GRANTOR'S LIABILITY AFTER CLOSE OF ESCROW (9.13 S)

Should GRANTOR be permitted to occupy the PROPERTY after title vests in DISTRICT, GRANTOR hereby relieves DISTRICT of any and all liability in connection with GRANTOR's occupancy. GRANTOR hereby further assumes all responsibility for any loss or damage to real or personal property or personal injury to GRANTOR or its invitees, guests, or licensees from whatever cause during GRANTOR's occupancy of PROPERTY after title vests in DISTRICT, except for such loss or damage to real or personal property or personal injury to GRANTOR or its invitees, guests, or licensees caused by DISTRICT's gross negligence or intentional acts.

16. RESPONSIBILITY FOR REAL PROPERTY (9.10 N)

It is understood that DISTRICT assumes no liability of ownership until title vests in DISTRICT. Should improvements suffer any damage or loss from whatever cause prior to delivery of possession to DISTRICT, DISTRICT may recover from GRANTOR the value of such damage or loss which DISTRICT is authorized to offset against the Purchase Price, or DISTRICT may, at its option, cancel this CONTRACT.

17. GRANTOR'S RIGHT TO REMOVE PERSONAL PROPERTY (9.11 N)

It is understood and agreed by and among the parties hereto that payment of the Purchase Price does not include the purchase of any personal property, except as provided in Section 13 above. It shall be the responsibility of GRANTOR to determine the ownership of any personal property located on the PROPERTY and arrange for the removal thereof. DISTRICT assumes no liability for the enforcement

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of any agreement between GRANTOR and any third parties pertaining to any matter of personal property disposition.

Should GRANTOR fail to remove any items of personal property upon vacation of the PROPERTY, the right to remove said items shall terminate and said items shall be considered as abandoned by GRANTOR, and DISTRICT may dispose of such items as it sees fit without any liability to GRANTOR.

18. PROPERTY INSPECTIONS (S)

DISTRICT shall have the right during the escrow term and at DISTRICT's expense to conduct tests, surveys, studies, inspections, and investigations (collectively, "Inspections") of the PROPERTY. GRANTOR hereby grants a right of entry to DISTRICT, its contractors, and employees for all such Inspections of the PROPERTY upon 24-hour advance notice. DISTRICT agrees to keep the PROPERTY free and clear of any liens, indemnify, and hold GRANTOR harmless from all liability, claims, demands, damages, or costs, and repair all damages to the PROPERTY arising from such Inspections.

19. GRANTOR LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (N)

Nothing in this CONTRACT is intended nor shall anything in this CONTRACT be construed to transfer to DISTRICT or its successors or assigns or to relieve GRANTOR or its successors or assigns or predecessors in title of any responsibility or liability GRANTOR, or its successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials [as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law (collectively "Hazardous Materials")] and any responsibility to comply with any regulatory requirements and/or orders of any federal, state, or local agencies or governmental entities.

Notwithstanding the foregoing, DISTRICT shall be and remain liable for any Hazardous Materials which become located because of DISTRICT's operations upon, within, or under the real property interests transferred pursuant to this CONTRACT.

20. ACQUISITION BY STIPULATED JUDGMENT IN LIEU OF DEED (6.1 S)

In the event GRANTOR is unable to deliver title to the PROPERTY in a reasonable time in accordance with the terms of this CONTRACT, DISTRICT may file an action in eminent domain to pursue the acquisition of the PROPERTY. GRANTOR agrees to waive all claims and defenses to such an action and agrees that this CONTRACT shall constitute a stipulation which may be filed in such action as final and conclusive evidence of just compensation for the acquisition, including all of the items provided in Chapter 9, Title 7 of the Code of Civil Procedure commencing with Section 1263.010.

21. CONSENT TO DISMISSAL OF CONDEMNATION (6.2 S)

If the DISTRICT files an action in eminent domain to pursue the acquisition of the PROPERTY and escrow subsequently closes, GRANTOR hereby agrees and consents to the dismissal of the eminent domain action, and waives any and all claim to money, including interest, that may be deposited in the Superior Court in such an action.

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22. MISCELLANEOUS (S)

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

GRANTOR: Margarita Moreno
16651 Euclid Avenue
Chino, CA 91710

DISTRICT: Orange County Flood Control District
OC Public Works/Real Estate Services
P. O. Box 4048
Santa Ana, CA 92702

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other document in the United States mail.

- B. Time of Essence. Time is of the essence with respect to each and every provision hereof.
- C. Assignment. Neither this CONTRACT, nor any interest herein, shall be assignable by any party without prior written consent of the other parties.
- D. Governing Law. The parties hereto agree that this CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in San Bernardino County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- E. Inurement. Subject to the restrictions against assignment as herein contained, this CONTRACT shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.
- F. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this CONTRACT or the breach thereof, each party shall be responsible for their own attorneys' fees and costs.
- G. Counterparts. This CONTRACT may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.
- H. Survival of Covenants and Conditions. All covenants and conditions set forth in this CONTRACT shall survive Close of Escrow.

Attachment A

23. ATTACHMENTS (19.1 S)

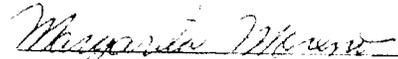
This CONTRACT includes the following, which are attached hereto and made a part hereof:

- A. ATTACHMENT 1 -- Grant Deed and Map
- B. ATTACHMENT 2 -- General Provisions (Escrow)
- C. ATTACHMENT 3 -- Release of Interest in Property
- D. ATTACHMENT 4 -- Rental Offset Statement

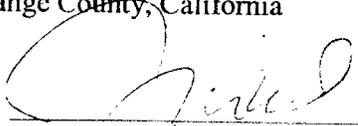
Attachment A

IN WITNESS WHEREOF, the parties have executed this CONTRACT the day and year first above written.

GRANTOR


Margarita Moreno

Approved as to Form
Office of the County Counsel
Orange County, California

By: 

Date: 5/10/11

DISTRICT

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____
Chair of the Board of Supervisors
Orange County, CA

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535

ATTEST:

Darlene J. Bloom
Clerk of the Board of Supervisors,
Orange County Flood Control District,
Orange County, California

RECORD AT REQUEST OF, **Attachment A**
AND WHEN RECORDED MAIL TO:

County of Orange
OC Public Works
Real Estate Services
300 North Flower Street, 6th Floor
Santa Ana, California 92703

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
(Same as above)

This is to certify that this document is exempt from recording fees per Govt. Code Sec. 27383 and is exempt from Document Transfer Tax per Rev. & Taxation Code Section 11922.

By: _____
OCPW REAL ESTATE SERVICES

A. P. NO.: 1056-392-04

Unincorporated Area

This deed is in satisfaction of the Eminent Domain Action Case No. _____ as evidenced by the Lis Pendens recorded as Instrument No. _____

Incorporated, City of Chino

Project/Parcel No: E01-38-029
Project Name: Prado Dam Project

GRANT DEED

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

MARGARITA MORENO, unmarried woman hereinafter referred to as "GRANTOR",

do hereby GRANT to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT", the fee interest, including but not limited to water wells, well pump equipment and all water rights, in the real property situated in the County of San Bernardino, State of California, described as:

(See Exhibits A and B for legal description and map, attached hereto and by reference made a part hereof.)

Nothing in this Deed is intended nor shall anything in this Deed be construed to transfer to DISTRICT or its successors or assigns or to relieve GRANTOR or its successors or assigns or predecessors in title of any responsibility or liability GRANTOR or its successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law). Furthermore, DISTRICT may exercise its rights under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from GRANTOR or any others who are ultimately determined by a court of competent jurisdiction and/or a Federal, state or local regulatory or administrative governmental agency or body having jurisdiction, to have responsibility for said hazardous toxic substances or materials upon, within, or under the real property interests transferred pursuant to this Deed. Notwithstanding the foregoing, DISTRICT shall be and remain liable for any hazardous or toxic substances or materials which become located, because of DISTRICT's operations, upon, within, or under the real property interests transferred pursuant to this Deed.

Attachment A

GRANTOR

DATED _____

Margarita Moreno

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20__, before me _____
(Here insert name and title of officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Attachment A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, is hereby accepted by order of the Board of Supervisors of the County of Orange, California, acting as the governing board of the ORANGE COUNTY FLOOD CONTROL DISTRICT, and the ORANGE COUNTY FLOOD CONTROL DISTRICT consents to recordation thereof by its duly authorized officer.

ORANGE COUNTY FLOOD CONTROL DISTRICT

Dated: _____

By: _____

Chair of the Board of Supervisors
Orange County, CA

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535

ATTEST:

Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County Flood Control District,
Orange County, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____ Date: _____
Deputy

Attachment A

A.P.N. 1056-392-04
San Bernardino County

EXHIBIT "A"

LEGAL DESCRIPTION

Facility No.: E01PD

Parcel No.: 38-029:

That portion of Rancho El Rincon, in the City of Chino, County of San Bernardino, State of California, per plat recorded in Book 7, Page 9 of Maps in the Office of the County Recorder of said County, being more particularly described as Parcel No. 1 in Grant Deed recorded on February 25, 1972 in Book 7868, Page 44 of Official Records in the office of the County Recorder of said County.

Containing 5.550 Acres, more or less.

Together with that non-exclusive easement for road and public utility purposes described as Parcel No. 2 in said Grant Deed recorded on February 25, 1972 in Book 7868, Page 44 of Official Records in the office of the County Recorder of said County.

See EXHIBIT B attached and by reference made a part.

APPROVED

John D. Pavlik Date: 7/25/09
John D. Pavlik L.S. 5168
Expiration Date: June 30, 2009



ATTACHMENT 1

Page 4 of 5

Attachment A

PINE AVE

City of Chino

ROAD & PUBLIC UTILITY EASEMENT
PARCEL 2 OF O.R. BOOK 7868, PAGE 44

EUCLID AVE

RANCHO EL RINCON
BK 2, PG 9 OF MAPS

38-029

PARCEL 1 OF O.R.
BOOK 7868, PAGE 44

County of San Bernardino

ATTACHMENT 1

Page 5 of 5

ORANGE COUNTY RESOURCES & DEVELOPMENT MANAGEMENT DEPT.
RIGHT - OF - WAY ENGINEERING

EXHIBIT B

PROJECT : MORENO - PARCEL NO. E01PD-38 029

SCALE : 1" = 200'

ID # 2000-122

GENERAL PROVISIONS

1. Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313)

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, title company, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

2. Execution and delivery of Escrow instructions

These instructions may be executed in counterparts and said counterparts together will constitute one and the same instrument. In the event that the parties hereto utilize facsimile or electronically transmitted instructions to Escrow Holder, said parties hereby instruct Escrow Holder to rely upon such instructions as if they were originals. Any amendments and supplements to these instructions must be in writing and shall only be effective when executed and delivered to Escrow Holder. Escrow Holder shall not be concerned with nor have any obligations with respect to items designated as memoranda in these instructions.

3. Deposit of Funds

- (i) All funds received in this escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of Escrow Holder in a financial institution selected by Escrow Holder. Escrow Holder shall not be responsible and shall have no liability for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such financial institution.
- (ii) You have the opportunity to earn interest on the funds you deposit with us through a deposit account arrangement that Escrow Holder has established with one of its financial institutions. The interest rate for these accounts varies between financial institutions, fluctuates periodically based on market conditions and other factors, and may change prior to or during the time your funds are on deposit. You will not have an opportunity to earn interest on any funds deposited by a lender.
- (iii) If you elect to earn interest through this special account arrangement, Escrow Holder will charge you an additional fee of \$35.00 for the establishment and maintenance of the account. This fee compensates Escrow Holder for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records audit/reconciliation purposes and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn. If you are interested in having your funds deposited in an interest-bearing account, please contact your escrow officer.
- (iv) If you do not elect to have your funds in an interest-bearing account, your funds (together with any funds deposited by lender) will be held in Escrow Holder's general escrow trust account. The general escrow trust account is restricted and protected against claims by third parties or creditors of Escrow Holder. Escrow Holder and/or its parent company may receive certain direct and indirect financial benefits from the financial institution as a result of maintaining the general escrow trust account. These benefits may include, without limitation, credits allowed by such institution on loans to Escrow Holder and/or its parent company and earnings on investments made with the proceeds of such loans, as well as accounting, reporting and other services and products of such financial institution. Escrow Holder shall have no obligation to account to the parties to this escrow in any manner for the value of, or to pay to any party, and benefit received by Escrow Holder and/or its parent company. Any such benefits shall be deemed additional compensation of Escrow Holder for its services in connection with this escrow. Some or all of these benefits may be deemed interest due you under California Insurance Code Section 12413.5. As indicated above, you may elect to have your funds placed in a separate, interest-bearing account and receive the benefits therefrom, but you will be required to pay Escrow Holder an additional fee for this service. Alternatively, you may leave your funds in the general escrow trust account and thereby authorize Escrow Holder to keep the benefits it and/or its parent company receives from the financial institution. In either event, you understand and agree that Escrow Holder and/or its parent company may receive and retain for their sole benefit any and all benefits derived from the general escrow trust account prior to the deposit of your funds in an interest-bearing account and following the withdrawal of your funds from such interest-bearing account (normally two business days prior to the close of escrow).
- (v) All parties depositing funds in connection with this escrow are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.
- (vi) Funds deposited by a lender are ordinarily deposited to escrow one or two days prior to closing. You should be aware that your lender may begin charging interest on your loan from the date loan funds are deposited into Escrow Holder's escrow trust account.

4. Good Funds Law – California Insurance Code §12413.1

All parties are aware and understand that California Insurance Code §12413.1 mandates that funds deposited into an escrow must be collected and available for withdrawal PRIOR TO DISBURSEMENT. The determination of the availability of funds is set forth as follows:

- (i) CASH AND ELECTRONIC TRANSFERS ("wired funds") are available for SAME DAY disbursement.
- (ii) CASHIER'S CHECKS AND CERTIFIED CHECKS are available for disbursement THE NEXT BUSINESS DAY.

In order to avoid unnecessary delays of two to seven days, or more, please use wire transfers, cashier's checks or certified checks whenever possible.

Attachment A

5. License of Escrow Holder

Escrow Holder is licensed by the California Department of Insurance to act as an underwritten title company, or if Escrow Holder's name includes the word "insurance", Escrow Holder has a Certificate of Authority issued by the California Department of Insurance to transact the business of title insurance.

6. Prorations

All adjustments and prorations called for in this escrow shall be made on the basis of a thirty (30) day month, unless otherwise instructed in writing.

7. Sufficiency, Validity, Authority, etc. of Documents

Escrow Holder shall not be responsible or have any liability with respect to the sufficiency or correctness as to form, manner of execution, or validity of any document deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling and disbursement of funds deposited in this escrow and the proper safekeeping and delivery of such documents received by Escrow Holder, in accordance with the written instructions given to Escrow Holder in this escrow in which all parties have concurred.

8. Conveyance and Vesting

Buyer acknowledges that Escrow Holder cannot give advice as to vesting, and understands that the vesting designated may have significant legal and tax consequences. Buyer is advised to seek the advice of Buyer's own attorney and accountant with regard to vesting. Buyer shall furnish Escrow Holder with Buyer's vesting prior to the date of preparation of Buyer's loan documents or close of escrow (if Buyer is not obtaining financing). Escrow Holder is hereby authorized and instructed to complete and/or correct Buyer's vesting on the Grant Deed, even if it has already been executed and notarized. If Buyer is married and taking title alone, (1) Buyer shall furnish Escrow Holder with the name of Buyer's spouse, (2) Escrow Holder is authorized and instructed to prepare an Interspousal Transfer or Quitclaim Deed for Buyer's spouse's signature and (3) Escrow Holder is to record same at close of escrow, charging Buyer's account for the preparation and recording fees associated with this deed.

9. Copies of Escrow Instructions

Escrow Holder is authorized to furnish copies of these instructions, any supplements and/or amendments thereto, notices of cancellation and closing statements to any real estate brokers or agents representing any party to this escrow and to any lender whose loan will be paid through this escrow or will be used to fund this escrow.

10. Cancellation

In the event this escrow is canceled, the parties hereto agree to pay Escrow Holder its cancellation fee for work performed, and to pay all expenses incurred by Escrow Holder. If a demand to cancel this escrow is submitted to Escrow Holder or if there is no written communication from the parties for a period of six months, Escrow Holder shall notify the parties of its intention to cancel this escrow and return all documents and funds (less cancellation fees and costs) to the party depositing the same. If no written objection to such notice is given to Escrow Holder within fifteen (15) days of mailing such notice, Escrow Holder shall cancel this escrow and return all funds and/or documents then held by Escrow Holder to the party depositing the same.

11. Disputes

No notice, demand or change of instruction shall be of any effect in this escrow unless given in writing by all parties affected thereby. In the event a demand for funds and/or documents deposited with Escrow Holder in connection with this escrow is made and which is not concurred in by all parties hereto, Escrow Holder, notwithstanding which party made such demand, may elect to do any of the following:

- (i) Take no further action with this escrow and continue to hold such funds and/or documents until receipt of mutual concurring instructions from all parties to this escrow as to the disposition of such funds and/or documents;
- (ii) Commence an action in interpleader and obtain an order from the court ordering Escrow Holder to deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow; or
- (iii) In the event that any party commences an action against any other party with respect to this escrow, deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow.

In the event Escrow Holder interpleads any funds and/or documents with any court pursuant to either subparagraphs (ii) or (iii) above, Escrow Holder shall be entitled to reimbursement of its reasonable attorney's fees and expenses of litigation in connection with such action.

12. Arbitration

In the event of a claim or controversy between Escrow Holder and any party hereto involving an amount greater than \$5,000.00 and arising out of this escrow, either Escrow Holder or such other party may demand arbitration pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be binding on all parties and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.

13. **No Duty to Notify as to Other Transactions Attachment A**

Escrow Holder shall have no duty or responsibility to notify any party to this escrow of any sale, resale, loan, exchange or other transaction involving the property which is the subject of this escrow or any profit realized by any person or entity in connection therewith, notwithstanding that Escrow Holder may act as escrow holder for such transaction(s) in this or another escrow(s).

14. **Failure to Close Timely**

If the conditions for closing this escrow have not occurred at the time set forth herein for closing, Escrow Holder is nevertheless to continue to act hereunder and to close this escrow as soon thereafter as such conditions (except as to time) shall have been met, unless any party shall have made a written demand on Escrow Holder for cancellation of this escrow and/or for the return of any funds and/or documents deposited by such party.

15. **Delivery of Documents and Funds**

All documents and funds due the parties to this escrow will be sent by Escrow Holder via regular mail to the parties at the addresses provided to Escrow Holder, unless otherwise instructed. Delivery by Escrow Holder of documents to a party's real estate agent or broker shall constitute delivery to that party.

16. **Retention of Records**

After the closing or cancellation of this escrow and the disbursement of all funds and recording and/or delivery of all documents in accordance with the written instructions given to Escrow Holder in this escrow, Escrow Holder is authorized to destroy or otherwise dispose of its file(s) with respect to this escrow without notice or liability to the parties hereto.

17. **California Withholding**

In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3-1/3 percent of the sales price in the case of a disposition of a California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the Seller, OR
2. A corporate seller that has no permanent place of business in California.

The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (100,000), OR
2. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California, OR
3. The Seller, who is an individual, executes a written certificate, under the penalty of perjury, of any of the following:
 - A. That the California real property being conveyed is the Seller's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - B. That the California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purpose under Section 1031 of the Internal Revenue Code.
 - C. That the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1031 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
 - D. That the California real property transaction will result in a loss for California income tax purposes.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purposes of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations and other entities.

Buyer understands that in no event will Escrow Holder undertake to advise Buyer and/or Buyer's representative on the possible application of the above code sections to this specific transaction. Unless expressly instructed by Seller and Buyer herein, Buyer understands that Escrow Holder will NOT assist in obtaining a waiver from withholding from the Franchise Tax Board.

Should Buyer and Seller herein direct Escrow Holder to undertake any activities pursuant to the withholding provisions under California law, Buyer and Seller agree to cooperate fully in providing necessary information to Escrow Holder. Buyer and Seller agree to indemnify and hold Escrow Holder harmless in the event of noncompliance resulting from information supplied by either Buyer and/or Seller. For additional

Attachment A

information concerning the withholding provisions under the code sections referenced above, please contact the Franchise Tax Board- Withholding-at-Source Unit at (916)845-4900, P.O. Box 651, Sacramento, CA. 95812-0651.

18. Foreign Investment in Real Property Act (FIRPTA)

Buyer is hereby notified that FIRPTA withholding (Internal Revenue Code Section 1445) may be applicable to certain sales of United States real estate by non-resident aliens. Unless instructed otherwise by the parties to this escrow, Escrow Holder is released from any liability, obligation or responsibility with respect to compliance with said Code Section, including, but not limited to (a) withholding of funds, (b) advising the parties as to the requirements of said sections, (c) determining whether transferor (Seller) is a foreign person or entity and/or (d) obtaining a non-foreign affidavit.

19. Preliminary Change of Ownership

Prior to the close of escrow, Buyer may hand Escrow Holder a fully completed and executed "Preliminary Change of Ownership Report" (PCOR) pursuant to the requirements of California Revenue and Taxation Code Section 480.3. Buyer may elect not to complete and execute said form prior to the close of escrow. Should Buyer choose not to execute the PCOR or should the County Recorder's office reject the PCOR for any reason, Buyer is aware that a \$20.00 charge will be assessed by the County Recorder's office and Escrow Holder will charge the account of Buyer accordingly. In the event the PCOR has not been filed at the time the documents record OR the County Tax Assessor's office determines that the form has not been properly completed, Buyer will be responsible for obtaining and completing a new PCOR and any additional documents that may be required by the Assessor's office. Failure to file a proper PCOR will result in additional penalties in accordance with Section 480 of the California Revenue and Taxation Code. Escrow Holder's sole duty shall be the delivery of the PCOR to the County Recorder at the time of recordation of transfer documents, if it is provided to Escrow Holder. Escrow Holder assumes no liability or responsibility regarding the proper completion of the PCOR.

20. Supplemental Taxes

Buyer is advised that the County Tax Assessor will revalue property that changes ownership or contains new construction, which may result in a supplemental assessment. The supplemental taxes will be assessed from the date of the change in ownership or completion of construction.

21. Fire/Hazard Insurance

Buyer shall obtain Fire/Hazard Insurance Coverage on the subject property prior to the close of escrow, as per requirements of the new lender. If Buyer has not paid policy premium prior to close of escrow, Escrow Holder is authorized and instructed to debit Buyer's account with the cost of the annual premium and pay such premium to the insurance agent/or company, at the close of escrow, from funds deposited by Buyer. Escrow Holder is instructed to request that the insurance company deliver the original policy and copies, as required, to all necessary parties. In the event the property is covered by a blanket insurance policy, Buyer shall provide Escrow Holder with a Certificate of Insurance. FAILURE TO PROVIDE FIRE/HAZARD INSURANCE WILL DELAY THE CLOSE OF ESCROW. Escrow Holder has no obligation to obtain fire or other insurance in the absence of a written instruction to do so.

22. Fees and Charges; Messenger Fees

Escrow, title and recording charges and other costs are to be charged to the principals' accounts in accordance with customary practices in this County, unless Escrow Holder is instructed to do otherwise in writing. The charges which the Company will make for sending documents and/or checks via next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express Mail, etc.) are \$15.00 per letter, standard overnight service, and \$25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the Company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the Company's regularly scheduled messenger runs.

23. Fees Paid in Advance

Escrow Holder is hereby instructed to use Buyer's funds deposited into escrow to pay any fees required prior to close of escrow to entities such as, but not limited to, homeowner's association management companies for ordering documents and statements, lenders for ordering payoff statements, and cities which require city reports. In the event escrow is canceled and Buyer is entitled to a refund of deposited funds, the amount of any fees advanced shall be deducted from the funds returned to Buyer. Seller hereby agrees to immediately deposit into escrow the amount of fees advanced for which Seller is responsible, and Escrow Holder will immediately disperse the amount of such deposit to Buyer. Buyer hereby agrees to immediately return to Escrow Holder any documentation provided to Buyer that is associated with fees advanced by Escrow Holder. Buyer shall not be reimbursed for any fees associated with documents provided to Buyer which are not returned to Escrow Holder. Escrow Holder shall not be liable to Buyer for fees deducted from Buyer's deposit in the event Seller fails to deposit the amount of such fees into escrow.

24. Special Recording; Late Confirmation of Recording

Seller's proceeds may not be available, and encumbrances may not be paid off, until the first business day following the day of recording if (1) documents recorded at close of escrow are recorded later in the day than 8:00 a.m. (which is called a "special recording") or if (2) the County Recorder does not provide confirmation of recording within sufficient time to allow same-day disbursement of funds by wire or check.

25. IRS Form 1099 Requirements

If requested by Escrow Holder, Seller will furnish Escrow Holder with sufficient information to file Form 1099, if required, with the Internal Revenue Service for the sale of the real property which is the subject of this escrow.

26. **Disclosure Reports**

Attachment A

Escrow Holder is not to be concerned with disclosures made by the parties to each other. In the event Escrow Holder receives any disclosure reports requiring signatures or approval by a party, Escrow Holder's only responsibility will be to forward the report to the appropriate party.

27. **Loan Payoffs**

When a mortgage, deed of trust or tax lien is to be paid off through escrow, Escrow Holder is authorized to pay the payoff demand received from the creditor. Seller/borrower understands that a loan payoff may include a prepayment penalty and other charges.

28. **Furnishing of Closing Statement**

Escrow Holder is hereby authorized and instructed to furnish Buyer with a copy of Seller's Closing Statement at close of escrow.

RECORDING REQUESTED BY
County of Orange
AND WHEN RECORDED MAIL TO

County of Orange
OC Public Works
Real Estate Services
300 N. Flower St.
Santa Ana, CA 92703-5000

ATTN: Sergio Mora

Recording Fee Exempt Per Government Code
27383 And Also Exempt From Payment Of
Documentary Transfer Tax.

Attachment A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF INTEREST IN PROPERTY

WHEREAS, Margarita Moreno, an unmarried woman ("Owner"), hereby releases any and all interest created in the Property, as described on Exhibit "A," attached hereto and incorporated herein by reference, by that certain Judgment, dated December 13, 1995, and recorded on June 12, 1996 as Instrument No. 19960208836 in the Official Records, County of San Bernardino, California, attached hereto as Exhibit "B," and declares that such Judgment, including Owner's right to \$10,000 from the sale of the Property as contained in Paragraph 8 of that Judgment, has been fulfilled and discharged.

	MARGARITA MORENO, an unmarried woman
	By _____
	Date _____

State of California)
County of Orange)

On _____, 2010 before me _____, Notary Public

personally appeared Margarita Moreno, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official Seal.

Signature _____

(Seal)

Attachment A
Exhibit "A"
Legal Description

Attachment A

A.P.N. 1056-392-04
San Bernardino County

EXHIBIT "A"

LEGAL DESCRIPTION

Facility No.: E01PD

Parcel No.: 38-029:

That portion of Rancho El Rincon, in the City of Chino, County of San Bernardino, State of California, per plat recorded in Book 7, Page 9 of Maps in the Office of the County Recorder of said County, being more particularly described as Parcel No. 1 in Grant Deed recorded on February 25, 1972 in Book 7868, Page 44 of Official Records in the office of the County Recorder of said County.

Containing 5.550 Acres, more or less.

Together with that non-exclusive easement for road and public utility purposes described as Parcel No. 2 in said Grant Deed recorded on February 25, 1972 in Book 7868, Page 44 of Official Records in the office of the County Recorder of said County.

See EXHIBIT B attached and by reference made a part.

APPROVED

John D. Pavlik Date: 9/25/08
John D. Pavlik L.S. 5168
Expiration Date: June 30, 2009



Attachment A

Exhibit "B"

Judgment

Attachment A

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Gassner & Gassner

AND WHEN RECORDED MAIL TO:

LAWRENCE M. GASSNER

Gassner & Gassner

337 N. Vineyard Ave., #205

Ontario, CA 91764

Recorded in Official Records, County of
San Bernardino, Errol J. Mackzum, Recorder
27.00

Doc No. 19960208836
11:17am 06/12/96

285 30012740 03 10

PG	FEE	APF	GIMS	PR CPY	CHT CPY	ADD MM	PEN PR	PCOR
7	7	18						
			5			2	6	Z
NON ST	LN	SVY	CIT-CO	TRANS TAX	NO FEE	CHRG	EXAM	

SPACE ABOVE FOR RECORDER'S USE ONLY

JUDGMENT

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

(Rev. 7/20/96):kar

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ATTACHMENT 3

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Attachment A
ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) 100766 MICHAEL J. GASSNER Gassner & Gassner 337 N. Vineyard Ave., Suite 205 Ontario, CA 91764 ATTORNEY FOR (Name) Respondent	TELEPHONE NO (909) 983-1352	FOR COURT USE ONLY FILED - West District San Bernardino County Clerk DEC 12 1995 <i>Gary M. Gassner</i>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 8303 Haven Avenue MAILING ADDRESS: Same CITY AND ZIP CODE: Rancho Cucamonga, CA 91730 BRANCH NAME: WEST DISTRICT		
MARRIAGE OF PETITIONER: MARGARITA MORENO RESPONDENT: MANUEL MORENO		
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity Date marital status ends: DEC 13 1995		CASE NUMBER RFL 047971

- This proceeding was heard as follows:
 - a. Date: 10/22/92 Dept: 0 Rm: 127
 - b. Judge (name): [blank] Temporary judge
 - c. Petitioner present in court Attorney present in court (name)
 - d. Respondent present in court Attorney present in court (name)
 - e. Claimant present in court (name) Attorney present in court (name)
- The court acquired jurisdiction of the respondent on (date) 10/22/92.
 - Respondent was served with process.
 - Respondent appeared.
- THE COURT ORDERS, GOOD CAUSE APPEARING:
 - a. Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
 - (1) on the following date (specify): DEC 13 1995
 - (2) on a date to be determined on noticed motion of either party or on stipulation.
 - b. Judgment of legal separation be entered.
 - c. Judgment of nullity be entered. The parties are declared to be unmarried persons on the ground of (specify)
 - d. Wife's former name be restored (specify)
 - e. This judgment shall be entered nunc pro tunc as of (date)
 - f. Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
 - g. Other (specify):

h. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

JUDGE OF THE SUPERIOR COURT

4. Number of additional pages attached:

Signature follows last attachment

NOTICE

Please review your will, insurance policies, retirement benefit plans, credit cards, other credit accounts and credit reports, and other matters you may want to change in view of the dissolution or annulment of your marriage, or your legal separation. A debt or obligation may be assigned to one party as part of the division of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party. An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

Form Adopted by Rule 12B7
Judicial Council of California

JUDGMENT
(Family Law)

Family Code §§ 2340, 2341, 2346
CEB

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Attachment A

- 1 d. Farm watering system including all parts and accessories.
- 2 c. 1979 Chevrolet Flatbed Truck, License No. Unknown.
- 3 f. Silver and Gold belt buckle.
- 4 g. All furniture, furnishings and personal property in his
- 5 possession.
- 6 h. All life insurance policies in Respondent's name.
- 7 4. The following personal property in Petitioner's possession
- 8 is awarded to Respondent as his sole and separate property:
- 9 a. Whiskey Bottle collection.
- 10 b. Silver horse bits.
- 11 c. Silver spade bits.
- 12 d. Music Cassette tapes.
- 13 e. The Safe.
- 14 f. The Coin Collection.
- 15 g. (4) Chinese vases.
- 16 5. The Court finds that the community proceeds of the sale of
- 17 real property located at 11595 Ramona, Chino, California was *OR*
- 18 previously equally divided between the parties per the settlement
- 19 agreement filed August 2, 1994 in Case No. CW 473.
- 20 6. The Court reserves jurisdiction over the property located
- 21 at 16651 Euclid Avenue, Chino, California, more legally described *P19*
- 22 as follows:
- 23 That portion of the Rancho El Rincon, in the County of San
- 24 Bernardino, State of California, as per plat recorded in Book
- 25 7 of Maps, Page 9, records of said County, described as
- 26 follows:
- 27 Commencing at the intersection of the center lines of Euclid
- 28 Avenue and Pine Avenue; thence South 34 degrees West along the

Attachment A

1 4000 feet; thence South 89 degree 26' East along a radial line
2 116 feet to the East side of said Euclid Avenue as per Deed
3 recorded in Book 2420, Page 359, Official Records of said
4 County; thence Southerly along said East side line on a curve
5 concave to the West having a radius of 4116 feet, a distance
6 of 139.97 feet, through a central angle of 2 degrees 13' 27"
7 to the true point of beginning; thence continuing along said
8 curved side line, a distance of 426.97 feet through a central
9 angle of 5 degrees 56' 37"; thence South 77 degrees 34' 50"
East 640.33 feet to a point in the East line of the land
conveyed to Edward A. Ferguson and wife, by Deed recorded July
23, 1963 in Book 5953, Page 358, Official records; thence
North 3 degrees 27' 10" West 209.12 feet to an angle point in
said Ferguson Land; thence North 24 degrees 10' 30" West 45.91
feet; thence North 38 degrees 35' 50" West 171.65 feet; thence
North 51 degrees 16' 10" West 308.60 feet; thence South 85
degrees 37' 40" West 203.86 feet; more or less, to the point
of beginning.

10 including the mobile home on the property. The property and the
11 mobile home are ordered to be sold. Prior to division of the
12 proceeds of sale, Petitioner shall be reimbursed for all post
13 separation payments she made on the mobile home which reduces the
14 principal obligation on the mobile home. Reimbursement shall be
15 from the proceeds of sale. The remaining proceeds of sale shall be
16 divided equally between the parties. Both parties shall declare
17 one-half of the capital gains tax effects resulting from the sale
18 of the property and mobile home.

19 The parties shall execute a deed transferring title in the
20 above real property to tenants in common.

21 Pending sale, both parties shall have use of the land at 16651
22 Euclid Avenue, Chino, California. Pending sale, Petitioner shall
23 have sole use of the mobile home. The Court reserves jurisdiction
24 of Jeffries, Watts and Epstein claims regarding the land and the
25 mobile home.

26 7. There are no community obligations.
27

Attachment A

1 8. To equalize the division of community property, the
2 Respondent shall pay to the Petitioner the sum of \$10,000.00. This
3 sum shall be paid at the time of the sale of the property located
4 at 16651 Euclid Avenue, Chino, California. The equalization
5 payment shall not accrue interest and shall be paid to Petitioner
6 directly from escrow.

7 9. Each of the parties shall pay their own attorney fees and
8 costs, excepting those previously ordered.

9 10. Each of the parties shall execute forthwith all of the
10 documents necessary to carry out the terms of this Judgment.

11 11. Each of the parties waive statement of decision, and any
12 right to appeal.

13 **APPROVED AS TO FORM AND CONTENT**

14
15 DATED: Novembr 1, 1995 Margarita Moreno
MARGARITA MORENO - Petitioner

16
17 DATED: November 1, 1995 by Eraine K. Bunzel
ERAIN K. BUNZEL
Attorney for Petitioner

18
19 DATED: 9-11-95 Manuel Moreno
20 MANUEL MORENO - Respondent

21
22 DATED: 9/29/95 by Michael J. Cassner
MICHAEL J. CASSNER
Attorney for Respondent

23 **IT IS SO ORDERED.**

24
25 DATED: DEC 13 1995 [Signature]
JUDGE OF THE SUPERIOR COURT

Attachment A

THE DOCUMENT TO WHICH THIS CERTIFICATION IS
ATTACHED IS A FULL TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

ATTEST: FEB 08 1996



County Clerk and Ex-Officio Clerk of the Superior Court of
the State of California, in and for the County of San
Bernardino.

BY: Angela D. Allen DEPUTY

MAY 31 1996

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Attachment A

RENTAL OFFSET STATEMENT/ESCROW INSTRUCTIONS

Project No.: E01 – 38-029

Escrow No.: _____

Project Name: Prado Dam

Escrow Holder: Lawyers Title Insurance Co.

The Orange County Flood Control District (District) seeks to acquire title to certain real property owned by Margarita Moreno an unmarried woman (Owner), including a communication site license agreement (“Agreement”), dated September 1, 2005, by and between **Margarita Moreno an unmarried woman as her sole and separate property (“Licensor”), Southern California Edison Company, a California corporation (“SCE”), and New Cingular Wireless PCS, LLC a Delaware limited liability company (“Carrier”).**

In order that License Fees and deposits for the above-described Agreement may be correctly adjusted and/or prorated by Escrow Holder, the undersigned make the following statements of fact, listed below. Each of said facts is true and correct in every detail and may be relied upon by Escrow Holder for the purposes of completing the acquisition transaction.

Commencement Date of Communication Site License Agreement:

Current Monthly License Fee Amount:

Monthly License Fee Due Date:

Date Last License Fee Payment Made and For What Month:

Date Next License Fee Payment Due and For What Month:

Effective Date of Next 5-Year Option Period:

Amount of Prepaid License Fee Collected by Licensor:

Amounts of Security Deposits Collected by Licensor:

Other Amounts Collected by Licensor/For What Purpose:

Escrow Holder is to consider that Licensor has collected all License Fees which falls due prior to Close of Escrow in accordance with the foregoing statement, and Escrow Holder will prorate License Fee as of the date of recordation of the deed conveying title to the property to District. Escrow Holder will also pay the District the above Prepaid License Fees and Security Deposits, if any, charging Owner’s account.

Licensor:

Margarita Moreno, an unmarried woman

By: _____
Margarita Moreno

Date: _____

Attachment A

SCE:

Southern California Edison Co., a California Corporation

By: _____

Name: _____

Title: _____

Date: _____

CARRIER:

New Cingular Wireless, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____