

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



ITEM: 11.3  
(ID # 13344)

**MEETING DATE:**

Tuesday, September 01, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2020-24 Authorization to Convey Fee Simple Interest in District Real Property Located in Unincorporated Area of the County of Riverside, Parcel Number 2112-2 with Assessor's Parcel Number 279-111-029, to Frederick Harley Mackay and Sherri May Mackay by Grant Deed, Project No. 2-0-00112, El Cerrito - Kayne Street Storm Drain, District 2. [\$0]

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

1. Find that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15312, Class 12 Surplus Government Property Sale exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Adopt Resolution No. F2020-24, Authorization to Convey A Fee Simple Interest in Real Property Located in Unincorporated Area of the County of Riverside, Parcel Number 2112-2 with Assessor's Parcel Number 279-111-029, to Frederick Harley Mackay and Sherri May Mackay by Grant Deed, Project No. 2-0-00112;
3. Approve the Agreement for Purchase and Sale of Real Property with Frederick Harley Mackay and Sherri May Mackay, and authorize the Chairwoman of the Board of Supervisors of the District to execute the same on behalf of the District; and
4. 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 8/20/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 1, 2020  
xc:

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**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

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

**BACKGROUND:**

**Summary**

The Riverside County Flood Control and Water Conservation District (District) owns certain real property located in the unincorporated area of the County of Riverside, identified by Assessor's Parcel Number 270-111-029, consisting of approximately 1,742 square feet of land (Exempt Property). The Exempt Property was acquired for the El Cerrito - Kayne Street Storm Drain project, which consisted of the construction and subsequent operation and maintenance of an underground storm drain on the Exempt Property, herein after referred to as RCFC Parcel 2112-2. The District solely requires a reservation of a permanent easement in favor of the District for maintenance, operation and repair of the underground storm drain located on the Exempt Property.

On August 25, 2020 (11.4, MT 13323), the Board adopted Resolution F2020-22, declaring the Exempt Property as surplus and no longer necessary to be owned in fee by District for District or public purposes. Frederick Harley Mackay and Sherri May Mackay (collectively, the "Mackays") own certain real property adjacent to and contiguous with the Exempt Property. The conveyance to the Mackays would be by Grant Deed with a reservation of a permanent easement interest in favor of the District for the continued operation and maintenance of the storm drain, as set forth in the attached Agreement for Purchase and Sale of Real Property (Agreement). The conveyance of the parcel in fee will place the parcel back onto the tax roll.

Pursuant to the California Water Code Appendix, Chapter 48, Section 13, the Board of Supervisors for the District has the power to hold, use, acquire, manage, occupy and possess any real property and may determine by resolution duly entered in its minutes that any property, real, personal or mixed, held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property. The Exempt Property is exempt surplus land under the California Surplus Land Act, and the District may proceed with the conveyance of the Exempt Property without providing prior written offers or notices of availability to other public agencies or housing sponsors, because surplus land that is (i) less than 5,000 square feet in area, (ii) not contiguous to land owned by a state or local agency that is used for park, recreation, open space or low and moderate income housing purposes, and (iii) sold to an owner of contiguous land is exempt from the requirements of the

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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California Surplus Land Act (the "Act", Government Code Section 54220, et seq.). Therefore, District staff is recommending the adoption of Resolution No. F2020-24.

Pursuant to the California Environmental Quality Act (CEQA), the approval of the Agreement and conveyance of the Exempt Property to the Mackays was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15312, Class 12 Surplus Government Property Sale exemption, and 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 because the District is merely relinquishing and transferring the fee interest in real property.

Resolution F2020-24 and the Agreement have been approved as to form by County Counsel.

**Prev. Agn. Ref.:** 11.4 of 08/25/20, MT 13323

**Impact on Residents and Businesses**

None.

**Financial Information**

All costs shall be borne by Frederick Harley Mackay and Sherri May Mackay.

**ATTACHMENTS:**

1. Resolution No. F2020-24
2. Agreement for Purchase and Sale of Real Property with Frederick Harley Mackay and Sherri May Mackay

P8\233116

YK:rlp



Jason Farin, Principal Management Analyst 8/24/2020



Gregory L. Priamos, Director County Counsel 8/24/2020

**BOARD OF SUPERVISORS**

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

RESOLUTION NO. F2020-24

AUTHORIZATION TO CONVEY A FEE SIMPLE INTEREST IN DISTRICT REAL PROPERTY LOCATED IN UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, PARCEL NUMBER 2112-2 WITH ASSESSOR'S PARCEL NUMBER 279-111-029, TO FREDERICK HARLEY MACKAY AND SHERRI MAY MACKAY BY GRANT DEED, PROJECT NO. 2-0-00112

**WHEREAS**, the Riverside County Flood Control and Water Conservation District (District) is the owner of certain real property, containing an underground storm drain, referred to as RCFC Parcel No. 2112-2 with Assessor's Parcel Number 279-111-029, consisting of approximately 0.03 acre (1,742 sq. ft.) of land, located in unincorporated area of the County of Riverside (Exempt Property); and

**WHEREAS**, pursuant to the California Water Code Appendix, Chapter 48, Section 13, the Board of Supervisors for the District has the power to hold, use, acquire, manage, occupy and possess any real property and may determine by resolution duly entered in its minutes that any property, real, personal or mixed, held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property; and

**WHEREAS**, on August 25, 2020, the District's Board of Supervisors (Board) adopted Resolution No. F2020-22, declaring the Exempt Property as surplus and no longer necessary to be retained by the District in fee for the uses and purposes thereof; and

**WHEREAS**, the District declared the Exempt Property is exempt surplus land under the California Surplus Land Act and may proceed with the conveyance of the Exempt Property without providing prior written offers or notices of availability to other public agencies or housing sponsors, because surplus land that is (i) less than 5,000 square feet in area, (ii) not contiguous to land owned by a state or local agency that is used for park, recreation, open space or low and moderate income housing purposes, and (iii) sold to an owner of contiguous land is exempt from the requirements of the California Surplus Land Act (the "Act", Government Code Section 54220, et seq.); and

**WHEREAS**, Frederick Harley Mackay and Sherri May Mackay (collectively, the "Mackays") own certain real property adjacent to and contiguous with the Exempt Property; and

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

Thomas Oh, Deputy County Counsel



1           **WHEREAS**, the District desires to sell, and the Mackays desire to purchase, the Exempt Property  
2 by entering into the Agreement for Purchase and Sale of Real Property (Agreement) attached hereto as  
3 Exhibit "B"; and

4           **WHEREAS**, the District has reviewed and determined that the approval of the Agreement and sale  
5 of the Exempt Property is exempt from the California Environmental Quality Act (CEQA) pursuant to  
6 Sections 15312 and 15061(b)(3) of the State CEQA Guidelines as it can be seen with certainty that there is  
7 no possibility that the activity in question will have significant effect on the environment because the  
8 District is merely relinquishing and transferring the fee interest in real property.

9           **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by vote of the  
10 Board of Supervisors of the District (Board) in regular session assembled on September 1, 2020, in the  
11 meeting room of the Board of Supervisors of the District located on the 1<sup>st</sup> Floor of the County  
12 Administrative Center, 4080 Lemon Street, Riverside, California, at 9:30 a.m. or soon thereafter, the Board  
13 finds that the environmental impacts of the project have been sufficiently assessed and has determined the  
14 approval of the Agreement and sale of the Exempt Property is exempt from CEQA pursuant to Sections  
15 15312 and 15061(b)(3) of the State CEQA Guidelines as it can be seen with certainty that there is no  
16 possibility that the activity in question will have significant effect on the environment because the District  
17 is merely relinquishing and transferring the fee interest in real property.

18           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of this Board  
19 that this Board authorizes the sale of the Exempt Property, as more particularly described in Exhibit "A",  
20 to Frederick Harley Mackay and Sherri May Mackay by Grant Deed, with a reservation of a permanent  
21 easement in favor of the District for maintenance, operation and repair of the underground storm drain  
22 located on the Exempt Property, pursuant to the terms and conditions of the Agreement.

23           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board approves  
24 the Agreement and authorizes the Chairwoman of the Board of Supervisors of the District to execute the  
25 Agreement and Grant Deed attached thereto on behalf of the District.

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

**El Cerrito-Kayne Street Storm Drain  
Parcel 2112-2**

Being a portion of Lot 109, Block C, as shown on the Overlook Addition #3 to Corona, Map Book 14, Pages 47 through 49, records of Riverside County, California, within the unincorporated territory of Riverside County, California, described as follows:

All of Parcel 2112-2 as shown on Record of Survey Book 114, Pages 66 through 70, records of Riverside County, California



*David L. Stone*  
\_\_\_\_\_  
DAVID L. STONE

Land Surveyor No. 4758  
Signed For: Riverside County Flood Control  
and Water Conservation District

Date: April 10, 2003

"EXHIBIT A"



2883-948171  
12/01/2003 08:00A  
2 of 3

2  
3 **RESOLUTION NO. F2020-24**

4 **AUTHORIZING TO CONVEY A FEE SIMPLE INTEREST IN DISTRICT REAL PROPERTY**  
5 **LOCATED IN UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, PARCEL**  
6 **NUMBER 2112-2 WITH ASSESSOR'S PARCEL NUMBER 279-111-029, TO FREDERICK HARLEY**  
7 **MACKAY AND SHERRI MAY MACKAY BY GRANT DEED**  
8 **PROJECT NO. 2-0-00112**

9 ADOPTED by Riverside County Board of Supervisors on September 1, 2020

10 **ROLL CALL:**

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

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

16 KECIA R. HARPER, Clerk of said Board

17 By:   
18 Deputy



19  
20  
21  
22 09.01.2020 11.3

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

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: El Cerrito-Kayne Street Storm Drain  
Project No: 6-0-00160  
Assessor's Parcel Number: 279-111-029

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

RCFC Parcel No: 2112-2

### GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, ("Grantor") grants to **FREDERICK HARLEY MACKAY and SHERRI MAY MACKAY**, husband and wife, as joint tenants, (collectively, the "Grantee") subject to the terms and conditions set forth below, the real property ("Property") identified as Assessor's Parcel Number 279-111-029 and referenced as RCFC Parcel Number 2112-2, situated in the County of Riverside, State of California, as more specifically described in the Exhibit "A" attached hereto and made a part hereof.

The Property is conveyed to Grantee reserving unto and for the Grantor and its successors and assigns a permanent easement in, under, upon, over, along, and across the Property for maintenance, operation, inspection, repair, reconstruction, alteration, relocation, renewal, and removal of flood control facilities, together with all necessary appurtenances thereto, including the right of pedestrian and/or vehicular ingress and egress upon, over, under, along, and across the Property for the purpose of exercising the rights herein granted.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Date: SEP 01 2020

By: Karen S. Spiegel  
KAREN SPIEGEL, Chairwoman  
Board of Supervisors

ATTEST:

KECIA R. HARPER  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy

**COPY**



Project: El Cerrito-Kayne Street Storm Drain  
 Project No. 2-0-00112  
 RCFC Parcel No. 2112-2  
 APN 279-111-029

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 1<sup>st</sup> day of September 2020 by and between FREDERICK HARLEY MACKAY and SHERRI MAY MACKAY, husband and wife, both as joint tenants, (hereinafter called "BUYER") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "SELLER") for acquisition by BUYER from SELLER of a fee simple interest in real property that is part of the El Cerrito-Kayne Street Storm Drain Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

- A. SELLER is the owner of approximately 1,742 square feet of vacant real property located in the unincorporated area of the County of Riverside, State of California, identified as Assessor's Parcel Number (APN) 279-111-029 and RCFC Parcel 2112-2 (SELLER'S PROPERTY).
- B. SELLER desires to sell and BUYER desires to purchase SELLER'S PROPERTY as specifically described herein and pursuant to the terms and conditions herein this Agreement.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO CONVEY. 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 fee simple interest in SELLER'S PROPERTY.

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

The land affected by the above-listed interests in real property are legally described in Exhibit "A", attached hereto and by this reference incorporated herein.

2. PURCHASE PRICE. The total purchase price to be paid by BUYER for the Property is TEN THOUSAND DOLLARS (\$10,000.00) (Purchase Price). All payments specified in this section shall be made in legal tender, by cash, cashier's check or wire transfer.
3. SOLD IN "AS-IS" CONDITION. BUYER acknowledges that RCFC Parcel 2112-2 is sold in its "as-is" condition, as of the date of this Agreement, without warranty and that SELLER is not responsible for making corrections or repairs to SELLER'S PROPERTY of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding RCFC Parcel 2112-2, except as expressly stated in this Agreement.

4. RECORDATION AND NECESSARY INSTRUMENTS. Upon the approval of this Agreement by the Board of Supervisors of the DISTRICT, SELLER shall record the Grant Deed, in the form attached to this Agreement as Exhibit "B" and by this reference incorporated herein, in the Official Records of the County of Riverside once BUYER has submitted payment of the Purchase Price and SELLER has verified receipt thereof. BUYER and SELLER shall provide any additional instruments as may be necessary to complete these transactions. BUYER and SELLER hereby agree to cooperate with the execution of all documents necessary to complete the transfer of SELLER's PROPERTY.
5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the SELLER's PROPERTY at all reasonable times prior to close of this transaction for the sole purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days advance notice to SELLER 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 SELLER's PROPERTY pursuant to this Section 5. BUYER shall not store any personal property, facilities, tools, and equipment on portions of the SELLER's PROPERTY that is not on SELLER's PROPERTY. 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 SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from SELLER's 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 SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools, and equipment from SELLER's PROPERTY after entering the SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 5, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
6. POSSESSION UPON CONSUMMATION OF TRANSACTION. The right of possession and use of SELLER's PROPERTY conveyed through this transaction by BUYER, including the right to use, remove, and dispose of improvements, shall commence upon the full execution of this Agreement by the Parties.
7. WARRANTIES AND REPRESENTATIONS. The Parties make the following representations and warranties and that all such representations and warranties are to be true and correct as of the execution of this Agreement:
- 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, carry out its obligations hereunder (which are, or at the consummation of this transaction will be legal, valid, and binding obligations

respectively of each party) and can consummate the transaction contemplated herein. SELLER further warrants that it owns SELLER's PROPERTY free and clear of all encumbrances and may sell SELLER's PROPERTY to BUYER.

8. 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 related escrow forms or documents to consummate the purchase.
9. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) seven (7) 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. Notices shall be addressed as provided below for the respective Party. The Parties agree, however, that if any Party gives notice in writing of a change of name or address to the other Party, notices to such Party shall thereafter be given as demanded in that notice:

SELLER: Riverside County Flood Control  
and Water Conservation District  
Attention: Yolanda King  
Sr. Real Property Agent  
1995 Market Street  
Riverside, CA 92501

COPY TO: Riverside County Counsel  
Attention: Thomas Oh  
Deputy County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501-3674

BUYER: Frederick Harley Mackay  
Sherri May Mackay  
20188 Layton St.  
Corona, CA 92881

10. MISCELLANEOUS.

- A. Further Assurances. Each Party shall, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged, or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement, which includes, but is not limited to conveying the entirety of SELLER's fee interest in SELLER's PROPERTY, however, reserving a permanent easement as set forth in the Grant Deed attached hereto as Exhibit "B", regardless of whether such easement was expressly recognized within the properties or legal descriptions and/or pictorial depictions referenced in this

Agreement. The terms of this Section shall survive the consummation of this transaction or any termination of this Agreement.

- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement by delivering written notice thereof to the defaulting Party.
- C. Further Instructions. Each Party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER.
- E. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty, or promise except as set forth herein; and no agreement, statement, representation, or promise made by any such person who is not contained herein shall be valid or binding on SELLER or BUYER.
- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.
- H. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement.
- 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.

11. 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.

12. 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.

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//  
//

[Signatures on following page]

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

**SELLER:**  
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a special district

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By: Karen S. Spiegel  
KAREN SPIEGEL, Chairwoman  
Board of Supervisors

Date: \_\_\_\_\_

Date: SEP 01 2020

**APPROVED AS TO FORM:**  
GREGORY P. PRIAMOS  
County Counsel

ATTEST:  
KECIA R. HARPER  
Clerk of the Board

By: [Signature]  
THOMAS OH  
Deputy County Counsel

By: [Signature]

Date: 08/20/2020

Date: SEP 01 2020

**(BUYER)**  
**FREDERICK HARLEY MACKAY  
SHERRI MAY MACKAY, husband and wife,**  
both as joint tenants,

By: [Signature]

By: SherrMayMackay

Date: 17 July 2020

Date: July 17, 2020

Project: El Cerrito-Kayne Street Storm Drain  
Project No. 2-0-00112  
RCFC Parcel No. 2112-2  
APN 279-111-029

YK:rlp  
07/09/20

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

**SELLER:**  
**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,**  
a special district

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

By: \_\_\_\_\_  
KAREN SPIEGEL, Chairwoman  
Board of Supervisors

Date: 8/20/2020

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
GREGORY P. PRIAMOS  
County Counsel

**ATTEST:**  
KECIA R. HARPER  
Clerk of the Board

By: \_\_\_\_\_  
THOMAS OH  
Deputy County Counsel

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(BUYER)**  
**FREDERICK HARLEY MACKAY**  
**SHERRI MAY MACKAY, husband and wife,**  
**both as joint tenants,**

By: 

By: 

Date: 17 JULY 2020

Date: July 17, 2020

Project: El Cerrito-Kayne Street Storm Drain  
Project No. 2-0-00112  
RCFC Parcel No. 2112-2  
APN 279-111-029

YK:rlp  
07/09/20

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

**SELLER:**  
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a special district

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By: \_\_\_\_\_  
KAREN SPIEGEL, Chairwoman  
Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
GREGORY P. PRIAMOS  
County Counsel

**ATTEST:**  
KECIA R. HARPER  
Clerk of the Board

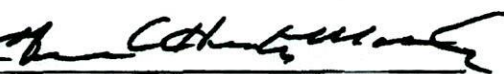
By:   
THOMAS OH  
Deputy County Counsel

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

Date: 08/20/2020

Date: \_\_\_\_\_

**(BUYER)**  
**FREDERICK HARLEY MACKAY**  
**SHERRI MAY MACKAY, husband and wife,**  
**both as joint tenants,**

By: 

By: 

Date: 17 July 2020

Date: July 17, 2020

Project: El Cerrito-Kayne Street Storm Drain  
Project No. 2-0-00112  
RCFC Parcel No. 2112-2  
APN 279-111-029

YK:rlp  
07/09/20



# EXHIBIT "A"

El Cerrito-Kayne Street Storm Drain  
Parcel 2112-2

Being a portion of Lot 109, Block C, as shown on the Overlook Addition #3 to Corona, Map Book 14, Pages 47 through 49, records of Riverside County, California, within the unincorporated territory of Riverside County, California, described as follows:

All of Parcel 2112-2 as shown on Record of Survey Book 114, Pages 66 through 70, records of Riverside County, California



*David L. Stone*  
\_\_\_\_\_  
DAVID L. STONE

Land Surveyor No. 4758  
Signed For: Riverside County Flood Control  
and Water Conservation District

Date: April 10, 2003

"EXHIBIT A"



2003-948171  
12/91/2003 09:09A  
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# EXHIBIT "B"

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

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: El Cerrito-Kayne Street Storm Drain  
Project No: 6-0-00160  
Assessor's Parcel Number: 279-111-029

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

RCFC Parcel No: 2112-2

### GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, ("Grantor") grants to **FREDERICK HARLEY MACKAY and SHERRI MAY MACKAY**, husband and wife, as joint tenants, (collectively, the "Grantee") subject to the terms and conditions set forth below, the real property ("Property") identified as Assessor's Parcel Number 279-111-029 and referenced as RCFC Parcel Number 2112-2, situated in the County of Riverside, State of California, as more specifically described in the Exhibit "A" attached hereto and made a part hereof.

The Property is conveyed to Grantee reserving unto and for the Grantor and its successors and assigns a permanent easement in, under, upon, over, along, and across the Property for maintenance, operation, inspection, repair, reconstruction, alteration, relocation, renewal, and removal of flood control facilities, together with all necessary appurtenances thereto, including the right of pedestrian and/or vehicular ingress and egress upon, over, under, along, and across the Property for the purpose of exercising the rights herein granted.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
KAREN SPIEGEL, Chairwoman  
Board of Supervisors

ATTEST:

KECIA R. HARPER  
Clerk of the Board of Supervisors

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

El Cerrito-Kayne Street Storm Drain  
Parcel 2112-2

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\_\_\_\_\_  
DAVID L. STONE

Land Surveyor No. 4758  
Signed For: Riverside County Flood Control  
and Water Conservation District

Date: April 10, 2003

"EXHIBIT A"



2003-948171  
12/01/2003 09:06A  
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