

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



ITEM: 11.4
(ID # 13392)

MEETING DATE:

Tuesday, October 20, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2020-08, Authorization to Sell Fee Title Interest in District Owned Real Property Located in the City of Corona, County of Riverside, State of California, By Grant Deed to National Community Renaissance of California, Approval of Agreement for Purchase and Sale of Real Property; Oak Street Channel Project, Project No. 2-0-00070, RCFC Parcel Nos. 2070-111E, 2070-113C, 2070-111D, 2070-114A and 2070-112A, CEQA Exempt, 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. F2020-08, Authorization to Sell Fee Title Interest in District Owned Real Property Located in the City of Corona, County of Riverside, State of California, By Grant Deed to National Community Renaissance of California, Oak Street Channel Project, Project No. 2-0-00070, RCFC Parcel Nos. 2070-111E, 2070-113C, 2070-111D, 2070-114A and 2070-112A;
3. Approve the Agreement for Purchase and Sale of Real Property (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and National Community Renaissance of California, a California nonprofit public benefit corporation (NCR), and authorize the Chairwoman of the Board to execute the Agreement and Grant Deed 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 Urley, GENERAL MGR-CHF FLD CNTRL ENG 9/15/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries 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: October 20, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Oak Street Channel (Project) was built in 1993 as part of the Santa Ana River Mainstem Project. Property interests were acquired for the Project, which consisted of the construction and subsequent operation and maintenance of a concrete rectangular channel and reinforced concrete boxes. These properties are located at the end of E Street in the city of Corona and adjacent to the Project. Now, certain portions of these real property interests (Property) acquired for the Project are no longer needed for this purpose, and the District desires to dispose of the Property.

The District issued an encroachment permit (No. 2-0-070-228) to NCRC in April 1998 to facilitate the overflow parking needs of their affordable housing development that is contiguous with the District's Property. On August 6, 2012, the District terminated the encroachment permit issued to NCRC based on the District's Board of Supervisors' (BOS) adoption of Resolution F2012-25 on July 31, 2012 (Agenda Item 11.5), designating the Property as surplus and no longer necessary for District purposes. After Board adoption of Resolution No. F2012-25, the District provided written offers to sell the Property to other public agencies and housing sponsors pursuant to the California Surplus Land Act (Government Code, § 54220 et seq.). NCRC responded with a Letter of Intent to Purchase the District's Property and engaged an appraiser to value the Property, which resulted in an opinion of value of \$183,000.00. The District engaged an appraiser to value the Property, which resulted in an opinion of value of \$282,200.00. The District and NCRC were unable to reach a negotiated agreement as to price, and the proposed purchase and sale agreement did not materialize.

After receiving no other offers to purchase the Property, the Board adopted Resolution No. F2013-02 on January 8, 2013 (Agenda Item 11.2), inviting bids from the general public for the purchase of the Property on the terms and conditions set forth therein and setting the date of February 5, 2013 for the opening of all bids received. No bids were received for the Property before or on February 5, 2013.

NCRC is a non-profit community builder specializing in affordable, multifamily, mixed-income, senior workforce and special needs housing. NCRC develops, owns and manages units and provides affordable housing for an underserved population. NCRC has for several years expressed an interest in purchasing the Property to possibly expand its existing 48-unit affordable housing complex, but available financing options and budgetary constraints have prevented the purchase from materializing. On August 13, 2019, NCRC again submitted a

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Letter of Intent to Purchase (LOI) the Property from the District. The proposed terms and conditions reflected in the August 13, 2019 LOI were not acceptable to the District because it required the District to finance the purchase and sale transaction over a 60-year period. Multiple discussions with NCRC between August and September 2019 resulted in a revised LOI in which NCRC offered to purchase the Property for \$150,000.00 cash.

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 District has already declared the Property as surplus and has complied with the requirements of the California Surplus Land Act, and therefore staff recommends the adoption of Resolution F2020-08 and approval of the attached Agreement.

Pursuant to Section 15312 of the State CEQA Guidelines, surplus government property sales is considered to be exempt. The Property is not located in an area of statewide, regional, or areawide concern, as identified in the State CEQA Guidelines Section 15026(b)(4), and none of the exceptions listed in State CEQA Guidelines Section 15300.2 apply to this exemption. The project is also consistent with State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, because it can be seen with certainty that there is no possibility that the proposed sale of Property will have a significant effect on the environment as it is merely the transfer of vacant land. Any future use of the parcel will be subject to separate environmental review.

Resolution No. F2020-08 and the Agreement have been approved as to form by County Counsel.

Impact on Residents and Businesses

No fiscal impact of the residents and businesses in the immediate area for this conveyance of fee interest to adjoining owner and will only increase in private property ownership.

ATTACHMENTS:

1. Resolution No. F2020-08
2. Agreement for Purchase and Sale of Real Property with National Community Renaissance of California
3. Grant Deed
4. Vicinity Map

P8/230396
MH:rlp


Jason Farin, Principal Management Analyst 10/14/2020


Gregory V. Priamos, Director County Counsel 10/6/2020

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2020-08

AUTHORIZATION TO SELL FEE TITLE INTEREST IN DISTRICT OWNED REAL PROPERTY
LOCATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY
GRANT DEED TO NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, OAK STREET
CHANNEL, PROJECT NO. 2-0-00070; RCFC PARCEL NOS. 2070-111E, 2070-113C, 2070-111D,
2070-114A, AND 2070-112A

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) owns certain real property in fee known as RCFC Parcel Nos. 2070-111E, 2070-113C, 2070-111D, 2070-114A, and 2070-112A, which is within the city of Corona, County of Riverside, State of California, and identified as a portion of Assessor's Parcel Numbers 118-183-006, 118-183-022, 118-183-023, 118-183-024, and 118-183-047 ("Property"). The Property consists of 1.12 acres (48,697 square feet) of land and is legally described in Exhibit "A" and depicted on Exhibit "B", both of which are attached hereto and made a part hereof; and

WHEREAS, the District issued an encroachment permit (No. 2-0-070-228) to National Community Renaissance of California ("NCRC") in April 1998 to facilitate the overflow parking needs on their affordable housing development that is contiguous with the District's Property; and

WHEREAS, on August 6, 2012, the District terminated the encroachment permit issued to NCRC based on the District's Board of Supervisors' ("Board") adoption of Resolution No. F2012-25 on July 31, 2012, declaring the Property as surplus and no longer needed for District purposes and noticing the Board's intent to sell the Property; and

WHEREAS, after Board adoption of Resolution No. F2012-25, the District provided written offers to sell the Property to other public agencies and housing sponsors pursuant to the California Surplus Land Act (Government Code, § 54220 et seq.); and

FORM APPROVED COUNTY COUNSEL
BY: *Sybil M. Ginzler* 10.16.2020
DATE
SYBIL M. GINZLER

1 **WHEREAS**, the District did not receive acceptable offers to purchase and brought Resolution No.
2 F2013-02 before the Board, which the Board adopted on January 8, 2013, inviting bids from the general
3 public for the purchase of the Property on the terms and conditions set forth therein and setting the date of
4 February 5, 2013 for the opening of all bids received; and

5 **WHEREAS**, no bids were received for the Property before or on February 5, 2013; and

6 **WHEREAS**, NCRC has for several years expressed an interest in purchasing the Property to
7 possibly expand its existing 48-unit affordable housing complex located adjacent to the Property; and

8 **WHEREAS**, on September 4, 2019, NCRC submitted a Letter of Intent ("LOI") to purchase the
9 Property for One Hundred Fifty Thousand Dollars (\$150,000.00); and

10 **WHEREAS**, the District desires to sell to NCRC and NCRC desires to purchase from District the
11 Property for One Hundred Fifty Thousand Dollars (\$150,000) and enter into that certain Agreement to
12 Purchase and Sale of Real Property ("Agreement"); and

13 **WHEREAS**, the Property is an unimproved remnant of the Oak Street Channel and is not needed
14 by the District for District purposes as declared by the Board in Resolution No. F2012-25; and

15 **WHEREAS**, the District has reviewed and determined the approval of the Agreement and sale of
16 the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to
17 State CEQA Guidelines Section 15312, Surplus Government Property Sales, as the Property is not located
18 in an area of statewide, regional, or areawide concern as defined in the State CEQA Guidelines Section
19 15206(b)(4) and is consistent with the "Common Sense" exemption pursuant to State CEQA Guidelines
20 Section 15061(b)(3), as it can be seen with certainty that the project will not have significant effect on the
21 environment and the proposed sale of Property involving the transfer of title to the Property to the NCRC,
22 the adjacent owner, does not interfere with the use and purposes of the District; and

23 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** that the Board
24 of Supervisors of the District, in regular session assembled on or after October 20, 2020, at or after 9:30
25 a.m., in its meeting room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
26 Riverside, California, finds that the environmental impacts of the project have been sufficiently assessed
27 and has determined that the approval of the Agreement and sale of the Property qualifies for a categorical
28 exemption under Section 15312 of the State CEQA Guidelines, as the Property is not located in an area of

1 statewide, regional, or areawide concern and is consistent with the "Common Sense" exemption pursuant
2 to State CEQA Guidelines Section 15061(b)(3), as it can be seen with certainty that there is no possibility
3 that the activity in question will have significant effect on the environment because the District is merely
4 relinquishing and transferring the fee interest in real property to NCRC, the adjacent owner.

5 **BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED** by a vote of this Board that
6 this Board finds that the proposed real property conveyance would not unreasonably interfere with the
7 District's use of the real property adjacent to the Property.

8 **BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED** that the Board authorizes
9 the sale of the Property, as more particularly described in Exhibit "A" and depicted in Exhibit "B", to NCRC
10 by Grant Deed pursuant to the terms and conditions of the Agreement.

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

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

17 ROLL CALL:

18 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
19 Nays: None
20 Absent: None

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

23 Kecia R. Harper, Clerk of said Board

24 By *Russella Ross*
25 Deputy
26
27
28

Recorded at request of:
Riverside County Flood Control
and Water Conservation District

When Recorded, return to:
National Community Renaissance
of California
9451 Haven Avenue
Rancho Cucamonga, California 91730

NO FEE (GOV. CODE 6103)

Oak Street Channel
Project No. 2-0-00070
APNs: 118-183-006, 118-183-022,
118-183-023, 118-183-024 and 118-183-047

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel Nos. 2070-111E, 2070-113C,
2070-111D, 2070-114A and 2070-112A

GRANT DEED AND RESTRICTIVE COVENANTS

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, grants to **NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA**, a California non-profit public benefit corporation, the real property ("Property") in the city of Corona, County of Riverside, State of California, as described in Exhibits "A" and "B", attached hereto and made a part hereof, subject to all matters of record and is further subject to the following:

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of at least 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed by its authorized representative(s) on this 20th day of October, 2020.

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

Date: October 20, 2020

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

ATTEST:

KECIA R. HARPER
Clerk of the Board of Supervisors

By: Priscilla Russo
Deputy



Project: Oak Street Channel
Project No.: 2-0-00070
APNs: 118-183-006, 118-183-022, 118-183-023, 118-183-024 and 118-183-047
RCFC Parcel Nos.: 2070-111E, 2070-113C, 2070-111D, 2070-114A and 2070-112A

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is entered into this 20th day of October, 2020 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "SELLER") and NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, a California nonprofit public benefit corporation, (hereinafter called "BUYER") for acquisition by BUYER from SELLER of certain real property interests from the Oak Street Channel (hereinafter called "PROJECT").

RECITALS

- A. SELLER is the owner of certain real property located in the city of Corona, County of Riverside, State of California, consisting of approximately 1.12 acres (48,697 square feet) of land commonly known as a portion of Riverside County Assessor's Parcel Nos. 118-183-006, 118-183-022, 118-183-023, 118-183-024 and 118-183-047 and referenced as RCFC Parcel Nos. 2070-111E, 2070-113C, 2070-111D, 2070-114A and 2070-112A.
- B. SELLER desires to sell and BUYER desires to purchase from SELLER the fee title to the above-referenced parcels of land, being approximately 1.12 acres or 48,697 square feet.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following fee interests in certain real property, located in the city of Corona, County of Riverside, State of California, identified with Riverside County Assessor's Parcel Nos. 118-183-006, 118-183-022, 118-183-023, 118-183-024 and 118-183-047.

A. The fee interests which affect a section of land that will hereinafter be referred to as RCFC Parcel Nos. (i) 2070-111E as to APN 118-183-006, (ii) 2070-113C as to APN 118-183-022, (iii) 2070-111D as to APN 118-183-023, (iv) 2070-114A as to APN 118-183-024 and (v) 2070-112A as to APN 118-183-047 (collectively, the "Parcels").

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

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

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for the Property will consist of the following:

A. ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) ("Funds"). All payments specified in this section shall be made legal tender, such that the Escrow Holder can disburse proceeds to SELLER at the Close of Escrow.

3. PARCELS SOLD IN "AS-IS" CONDITIONS. BUYER acknowledges that the Parcels are sold in their "as-is" conditions, as of the date of this Agreement, without warranty and that SELLER is not responsible for making corrections or repairs of any nature to the Parcels. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Parcels, except that (i) to the best of SELLER's actual knowledge, SELLER has no material information about the Parcels in its possession or control that is directly contrary to the due diligence materials provided to BUYER hereunder, (ii) SELLER agrees to maintain the Parcels in their present condition or better, and (iii) SELLER shall not commit to any long-term lease or rental agreement affecting any of the Parcels.
4. PERMISSION TO ENTER ON PARCELS. SELLER hereby grants to BUYER or its authorized agents permission to enter upon the Parcels to be conveyed to them at all reasonable times prior to close of this transaction for the purpose of making necessary or appropriate inspections. BUYER shall provide advance notice to SELLER prior to such entry.

A. Contingencies: Physical Inspection Contingency period expires sixty (60) days after Opening of Escrow. Physical inspection of the Parcels may include Phase 1 environmental site assessment, geotechnical report and land survey. BUYER shall have fourteen (14) days after receipt of a preliminary report on the condition of title of the Parcels issued by Fidelity National Title Company (the "Preliminary Report") to waive Title Contingency. SELLER shall have ten (10) days from execution of this Agreement to deliver to BUYER any of the following items in SELLER's actual possession:

- Reports
- Studies
- Surveys
- Any other relevant documents that the SELLER may have pertaining to the Parcels

B. Conditions to Closing: BUYER's obligation to purchase the Parcels is expressly conditioned on its approval, in its sole discretion, of the (i) condition of title to the Parcels as disclosed in the Preliminary Report within fourteen (14) days after receipt thereof, and (ii) the physical condition of the Parcels and all other matters concerning the Parcels, including the environmental condition of the Parcels, within sixty (60) days after the Opening of Escrow. BUYER will deliver written notice to SELLER either (1) approving the matters set forth in each of the foregoing items (i) and (ii) within the time frames specifically set forth therein for each such item, or (2) terminating this Agreement, provided, however, if BUYER fails to deliver any such written notice to Seller as required herein, BUYER shall be deemed to have waived such condition. If this Agreement is so terminated, neither SELLER nor BUYER will have any further obligation or liability under this Agreement.

5. ESCROW. The Parties will establish an escrow at Fidelity National Title Company ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The Parties shall open an escrow within ten (10) business days of the date on which this Agreement is fully executed by the Parties. Within three (3) business days after the Opening of Escrow or as soon as reasonably possible thereafter, SELLER shall cause Escrow to issue the Preliminary Report to SELLER and BUYER. Close of Escrow means the date on which the Grant Deed is recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than one hundred eighty (180) days after the Opening of Escrow. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
- A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 6 and 7; (b) disburse the balance of the Purchase Price to SELLER; and (c) disburse any excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the Grant Deed in favor of BUYER to be recorded with the County Recorder for the County of Riverside and obtain conformed copies thereof for distribution to BUYER and SELLER.
 - C. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
 - D. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
6. CLOSING COSTS. Closing costs shall be allocated by Escrow as follows:
- A. Escrow's charges will be shared equally by SELLER and BUYER;
 - B. BUYER will pay the cost of recording the Grant Deed;
 - C. BUYER will pay any sales tax; and
 - D. Any documentary transfer tax and any municipal transfer tax will be paid in accordance with the custom and practice in Riverside County.

7. TITLE AND TITLE INSURANCE. If BUYER is in need of a policy of title insurance, they shall obtain said policy and be responsible for the payment of any premium for said policy.
8. CONVEYANCE OF TITLE. SELLER agrees to convey to BUYER by Grant Deed, in the form attached hereto as Exhibit "C" ("Grant Deed"), the Parcels free and clear of all recorded liens, encumbrances and assessments, EXCEPT:
- A. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California.
- B. Other Encumbrances: Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
9. POSSESSION OF PARCELS. Possession of the Parcels shall be given to BUYER upon the close of this transaction, as defined in Section 5 above.
10. 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 the consummation of this transaction:
- A. The SELLER and BUYER have each taken the respective required actions to permit the execution, delivery and performance of obligations under this Agreement.
- B. The SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date or consummation of the transaction will be a legal, valid and binding obligation respectively of each party and consummate the transaction contemplated herein.
11. INDEMNITY. The following indemnification obligations of the Parties extend only to liability created prior to or up to the Closing Date. Neither BUYER nor SELLER shall be responsible for acts or omissions after close of this transaction.

SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER's representation, warranties or covenants provided in this Agreement.

BUYER agrees to indemnify, defend and hold SELLER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of BUYER's representation, warranties or covenants provided in this Agreement.

11. 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.
12. 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) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the escrow company. Notices shall be addressed as provided below for the respective party. The Parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

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

BUYER: National Community Renaissance of California,
9421 Haven Avenue
Rancho Cucamonga, CA 91730

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

13. MISCELLANEOUS.
- A. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement by delivering written notice thereof to the defaulting party and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any.
- B. Further Instructions. Each party agrees to execute such other and further instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

- C. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER.
- D. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- E. Entire Agreement. This Agreement contains the entire agreement between the undersigned Parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.
- F. 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.
- G. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement.
- H. 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.
- I. 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.
- J. 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.

K. 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.

14. 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.

15. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting Parties.

//
//
//

[Signatures on following page]


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

SELLER:

RECOMMENDED FOR APPROVAL

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

Date: _____

Date: October 20, 2020

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: 10.5.2020

Date: October 20, 2020

BUYER:

NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, a California non-profit public benefit corporation

Date: _____

By: 
STEVE PONTELL, Chief Executive Officer

Date: _____

By: 
MICHAEL FINN, Chief Financial Officer

Project: Oak Street Channel
Project No.: 2-0-00070
APNs: 118-183-006, 118-183-022, 118-183-023, 118-183-024 and 118-183-047
RCFC Parcel Nos.: 2070-111E, 2070-113C, 2070-111D, 2070-114A and 2070-112A

YK:MH:rlp
08/31/20

EXHIBIT "A"

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

**EXHIBIT "A"
LEGAL DESCRIPTION
OAK CREEK CHANNEL**

Parcel 2070-111E

APN: 118-183-006

In the city of Corona, County of Riverside, State of California, being that portion of the land described in the Grant Deed recorded November 20, 1991 as Instrument No. 1991-404517 of Official Records of said county, described as follows:

All that portion of said land lying northerly and westerly of the northwesterly line of Parcel 2070-111B as shown on Record of Survey filed in Book 90, Pages 3 through 16, inclusive, of Records of Survey, records of said county.

Containing 30,662 square feet / 0.704 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99997160.

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




JAMES R. McNEILL

Land Surveyor No. 7752

Date: 3-3-2020

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

OAK CREEK CHANNEL

Parcel 2070-113C

APN: 118-183-022

In the city of Corona, County of Riverside, State of California, being that portion of Lot 4, Block 67, of the Map of Lands of South Riverside Land and Water Company filed February 12, 1887 and recorded December 1888 in Map Book 9, Page 6 Official Records of the County of San Bernardino, described as follows:

Commencing at the southwesterly corner of said Lot 4;

Thence South $81^{\circ} 58' 24''$ East 150.00 feet along the southerly line of said Lot 4 to a line parallel with and 150.00 feet easterly of the westerly line of said Lot 4, also being the **Point of Beginning**;

Thence North $08^{\circ} 05' 01''$ East 152.00 feet along said parallel line to a line parallel with and 152.00 feet northerly of the southerly line of said Lot 4;

Thence South $81^{\circ} 58' 24''$ East 50.00 feet along said parallel line to a line parallel with and 200.00 feet easterly of said westerly line;

Thence South $08^{\circ} 05' 01''$ East 152.00 feet along said parallel line to said southerly line;

Thence North $81^{\circ} 58' 24''$ East 50.00 feet along said southerly line to the **Point of Beginning**.

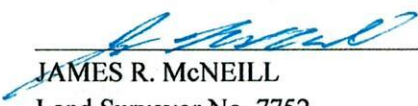
Excepting therefrom all that portion lying southerly and easterly of the northwesterly line of Parcel 2070-113A as shown on Record of Survey filed in Book 90, Pages 3 through 16, inclusive, of Records of Survey, Official Records of said county of Riverside.

Containing 3,404 square feet / 0.078 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99997160.

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





JAMES R. McNEILL
Land Surveyor No. 7752

Date: 3-3-2020

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

**EXHIBIT "A"
LEGAL DESCRIPTION
OAK CREEK CHANNEL**

Parcel 2070-111D

APN: 118-183-023

In the city of Corona, County of Riverside, State of California, being that portion of the land described as Parcel 2 in the Grant Deed recorded October 9, 1991 as Instrument No. 1991-350338 of Official Records of said county, described as follows:

All that portion of said land lying northerly of the northwesterly line of Parcel 2070-111C as shown on Record of Survey filed in Book 90, Pages 3 through 16, inclusive, of Records of Survey, records of said county.

Containing 5,647 square feet / 0.130 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99997160.

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





JAMES R. McNEILL

Date: 3-3-2020_____

Land Surveyor No. 7752

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

**EXHIBIT "A"
LEGAL DESCRIPTION
OAK CREEK CHANNEL**

Parcel 2070-114A

APN: 118-183-024

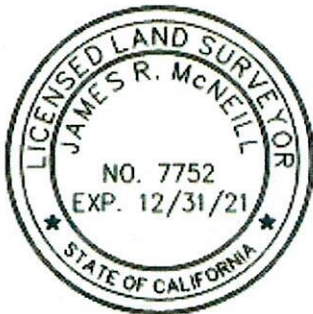
In the city of Corona, County of Riverside, State of California, being that portion of the land described as Parcel 1 of the Grant Deed recorded October 9, 1991 as Instrument No. 1991-350338 of Official Records of said county, described as follows:

All that portion of said land lying northerly and westerly of the northwesterly line of Parcel 2070-114 as shown on Record of Survey filed in Book 90, Pages 3 through 16, inclusive, of Records of Survey, records of said county.

Containing 7,482 square feet / 0.172 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99997160.

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





JAMES R. McNEILL

Land Surveyor No. 7752

Date: 3-3-2020

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

**EXHIBIT "A"
LEGAL DESCRIPTION
OAK CREEK CHANNEL**

Parcel 2070-112A

APN: 118-183-047

In the city of Corona, County of Riverside, State of California, all that portion of Parcel 2070-112A as shown on Record of Survey filed in Book 90, Pages 3 through 16, inclusive, of Records of Survey, Official Records of said county.

Containing 1,502 square feet / 0.034 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99997160.

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





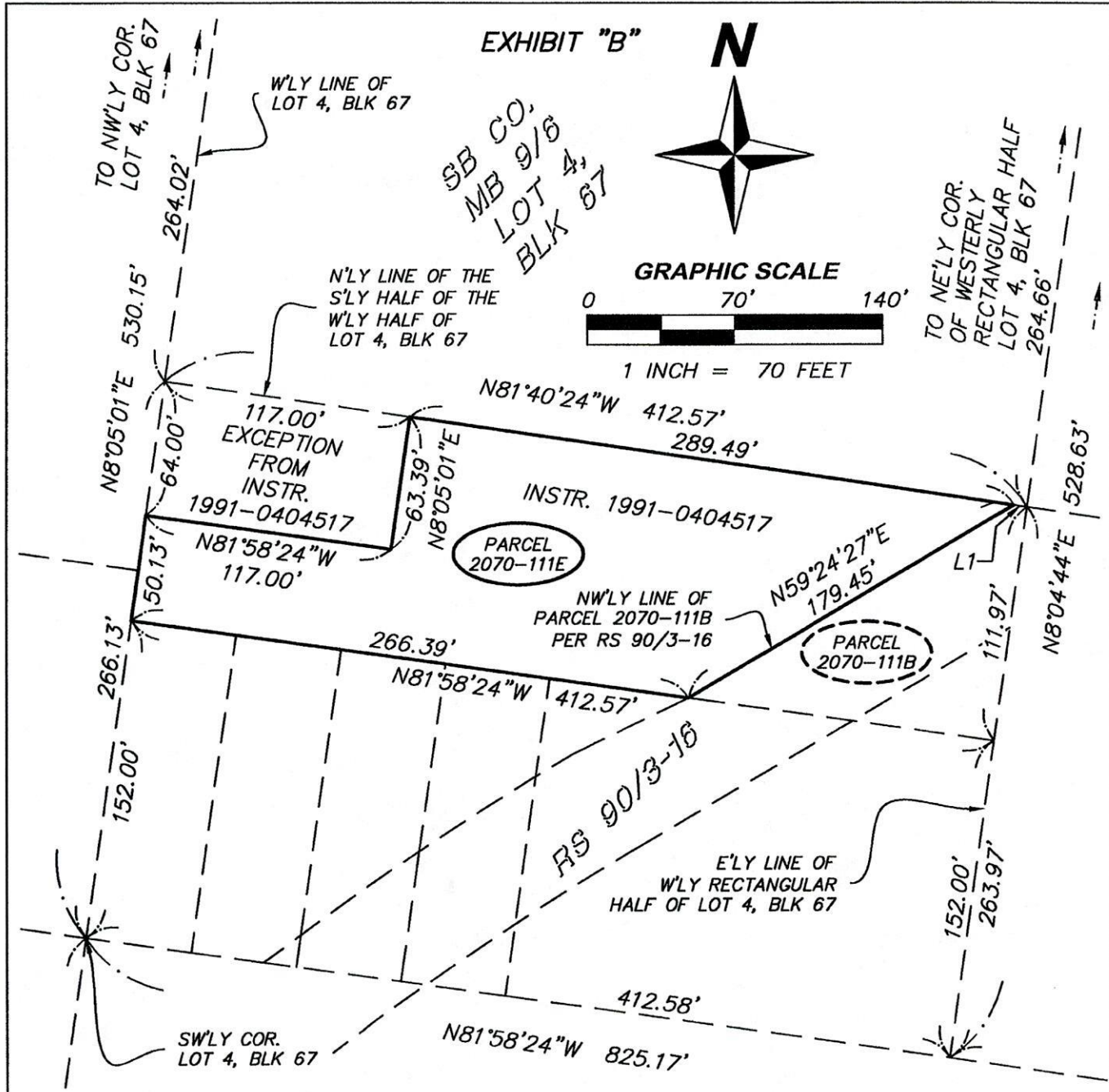
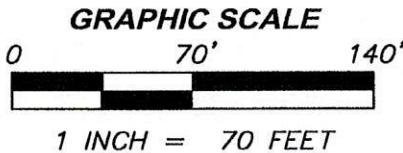
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 3-3-2020

EXHIBIT "B"

EXHIBIT "B"

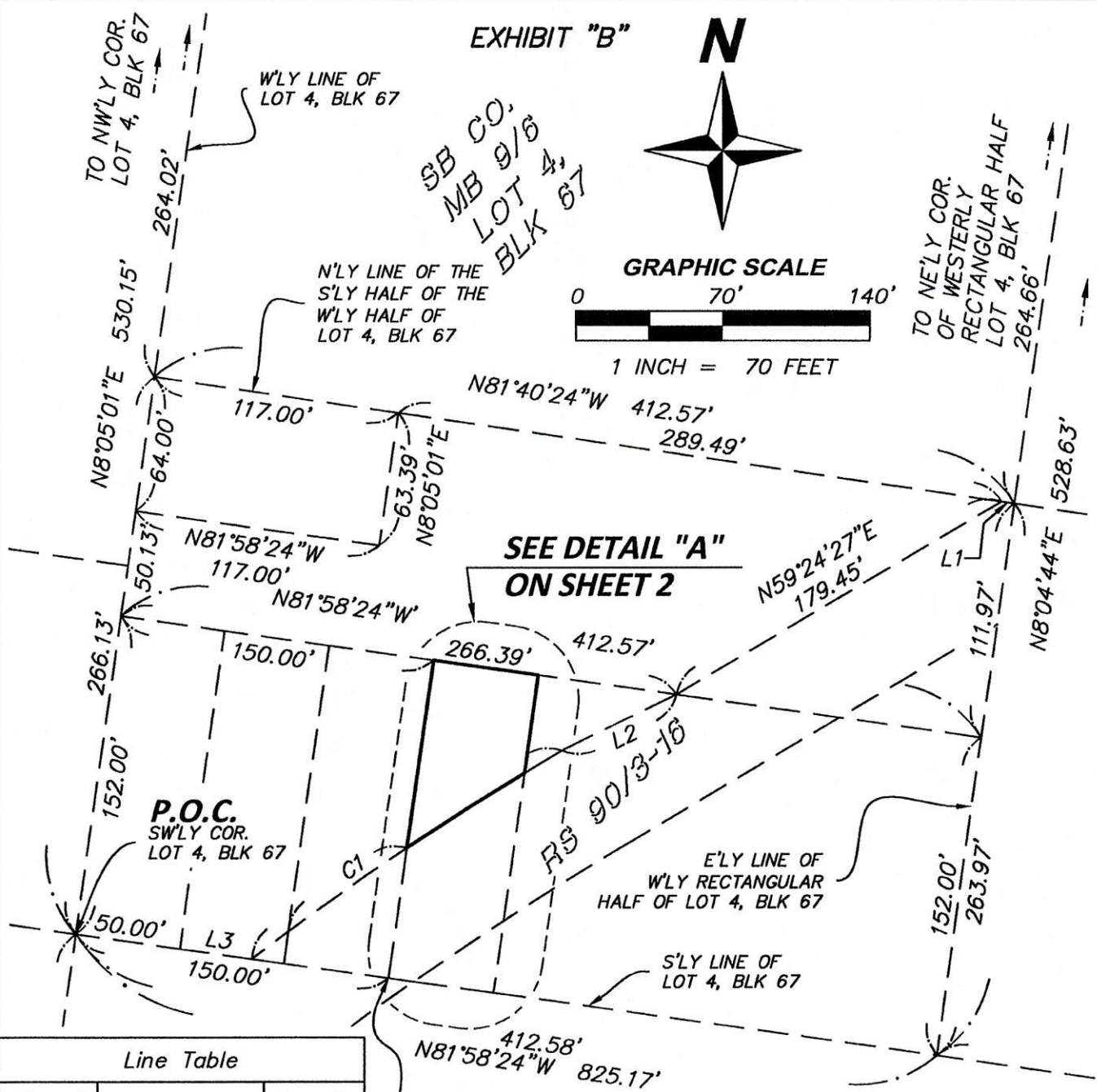
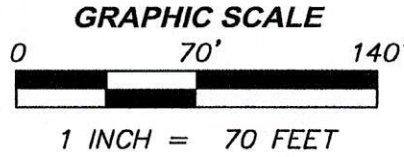


Line Table		
Line #	Direction	Length
L1	N81°40'24"W	6.08'

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

PROJECT NAME:	OAK STREET CHANNEL	SCALE 1"=70'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	2070-111E	DATE 03/03/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00070	SHEET NO.	1 OF 1

EXHIBIT "B"



SEE DETAIL "A"
ON SHEET 2

P.O.C.
SW'LY COR.
LOT 4, BLK 67

P.O.B.

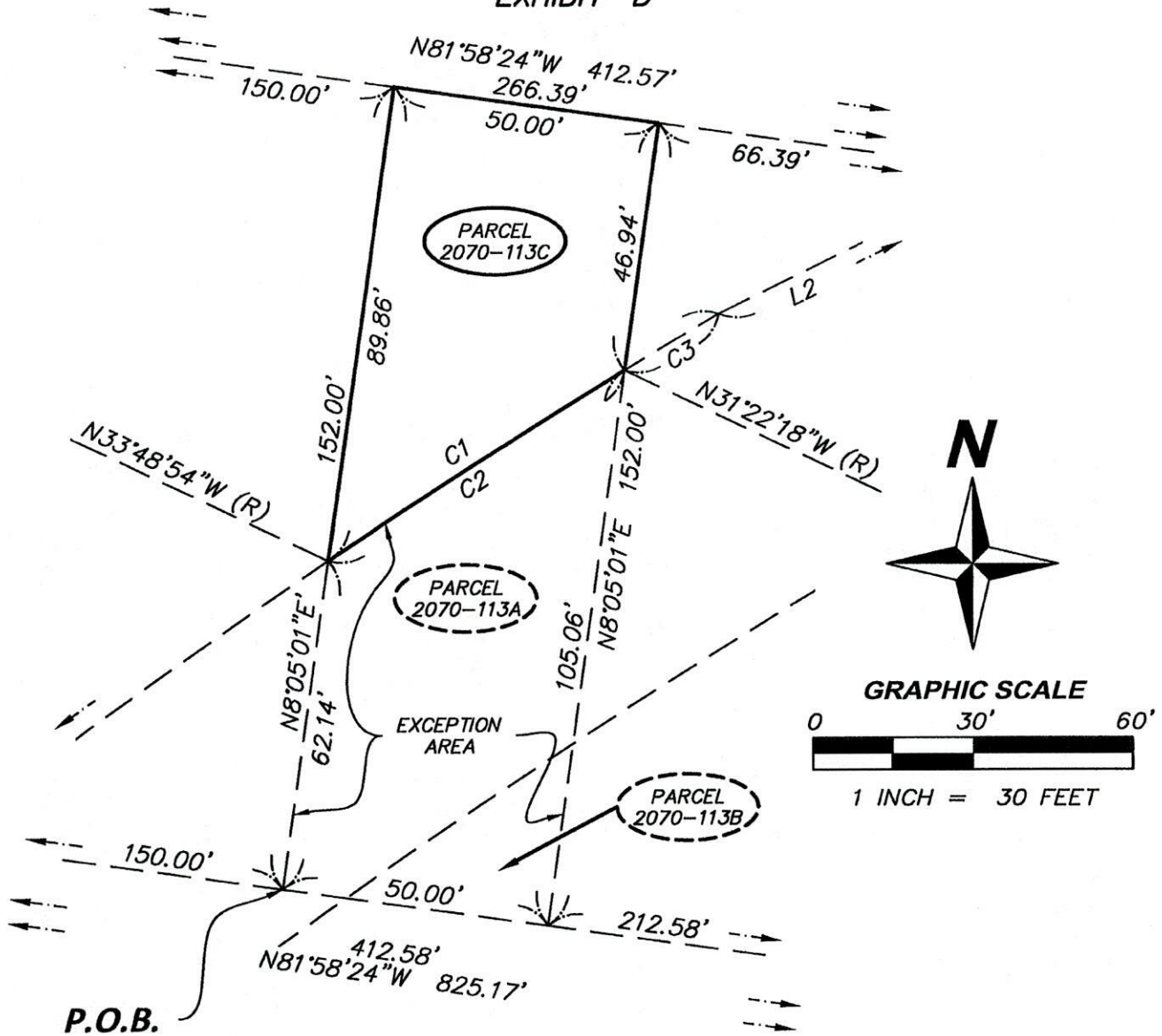
NOTE: SEE SHEET 2 FOR
CURVE DATA

Line Table		
Line #	Direction	Length
L1	N81°40'24"W	6.08'
L2	N64°03'47"E	60.81'
L3	N81°58'24"W	34.61'

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

PROJECT NAME:	OAK STREET CHANNEL	SCALE 1"=70'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	2070-113C	DATE 03/03/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00070	SHEET NO.	1 OF 2

EXHIBIT "B"



DETAIL "A"

1" = 30'

Line Table			Curve Table			
Line #	Direction	Length	Curve #	Delta	Radius	Length
			C1	$\Delta=6^{\circ}33'04''$	1546.17'	176.79'
			C2	$\Delta=2^{\circ}26'36''$	1546.17'	65.93'
L2	N64°03'47"E	60.81'	C3	$\Delta=0^{\circ}45'47''$	1546.17'	20.59'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

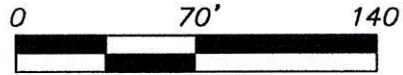
PROJECT NAME:	OAK STREET CHANNEL	SCALE	1"=30'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	2070-113C	DATE	03/03/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	2-0-00070	SHEET NO.	2 OF 2		

EXHIBIT "B"

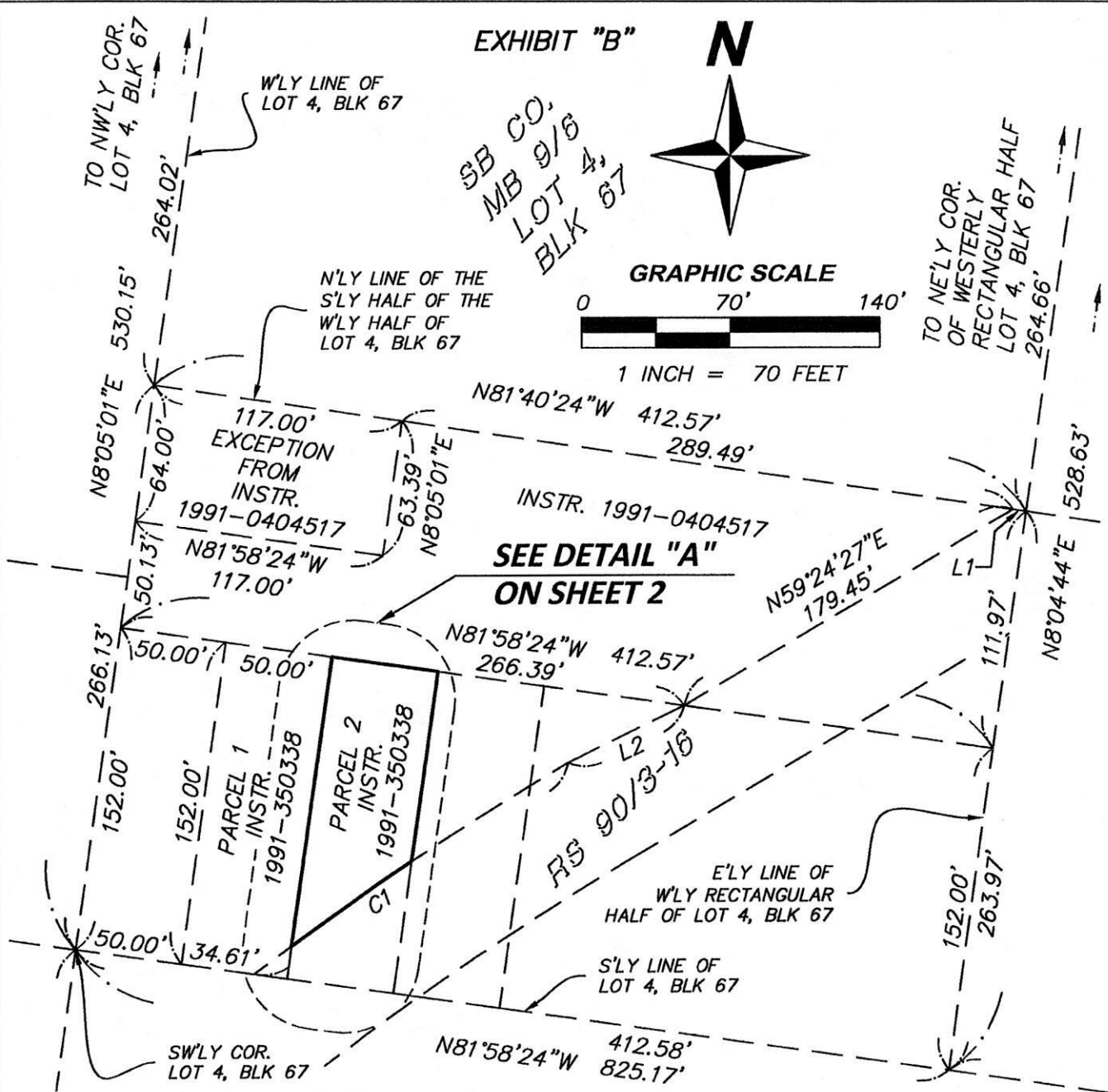


SB CO.
MB 9/8
LOT 4,
BLK 67

GRAPHIC SCALE



1 INCH = 70 FEET



SEE DETAIL "A"
ON SHEET 2

Line Table

Line #	Direction	Length
L1	N81°40'24"W	6.08'
L2	N64°03'47"E	60.81'

Curve Table

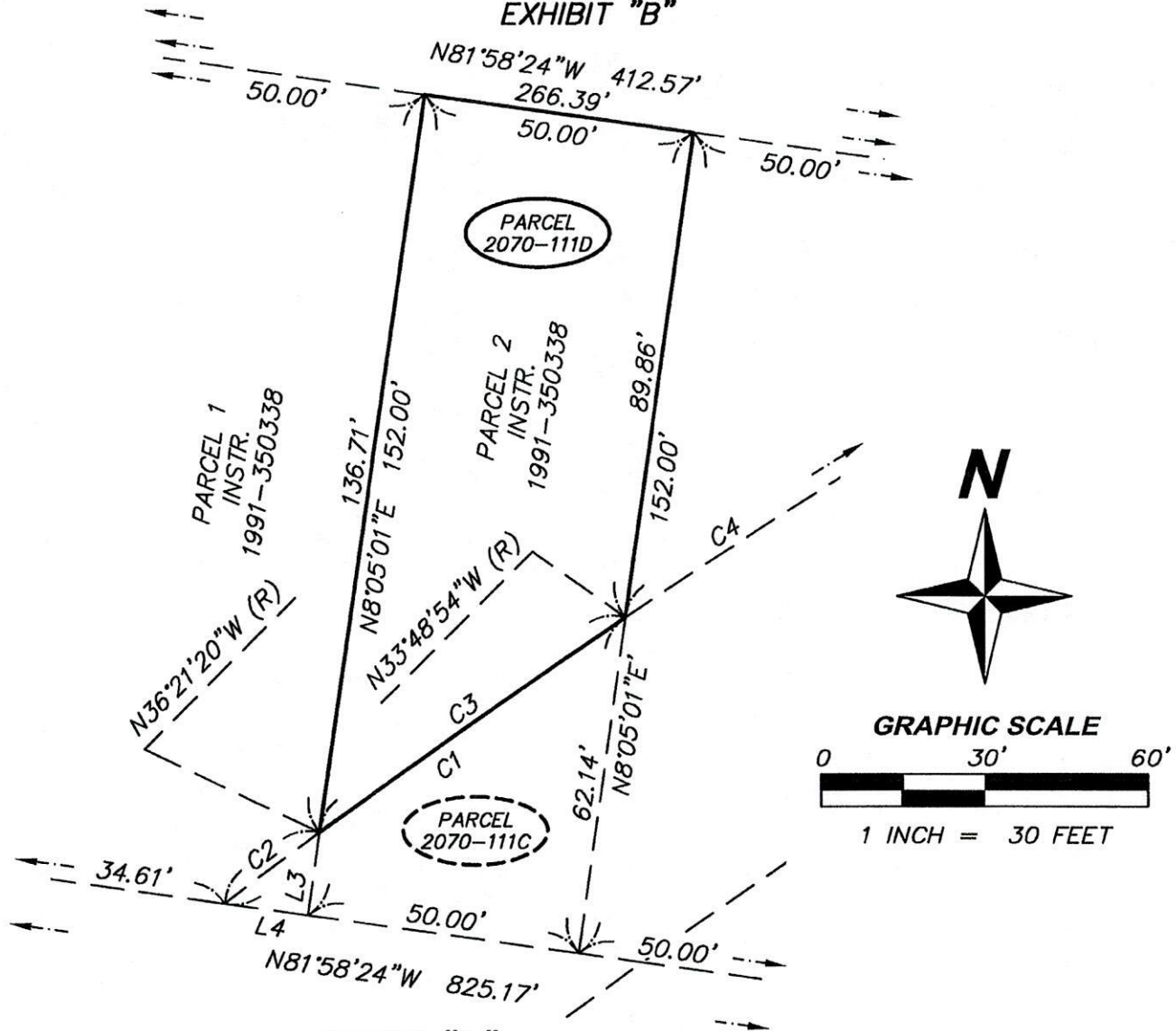
Curve #	Delta	Radius	Length
C1	Δ=6°33'04"	1546.17'	176.79'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	OAK STREET CHANNEL	SCALE	1"=70'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	2070-111D	DATE	03/03/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	2-0-00070	SHEET NO.	1 OF 2		

EXHIBIT "B"



DETAIL "A"

1" = 30'

Curve Table

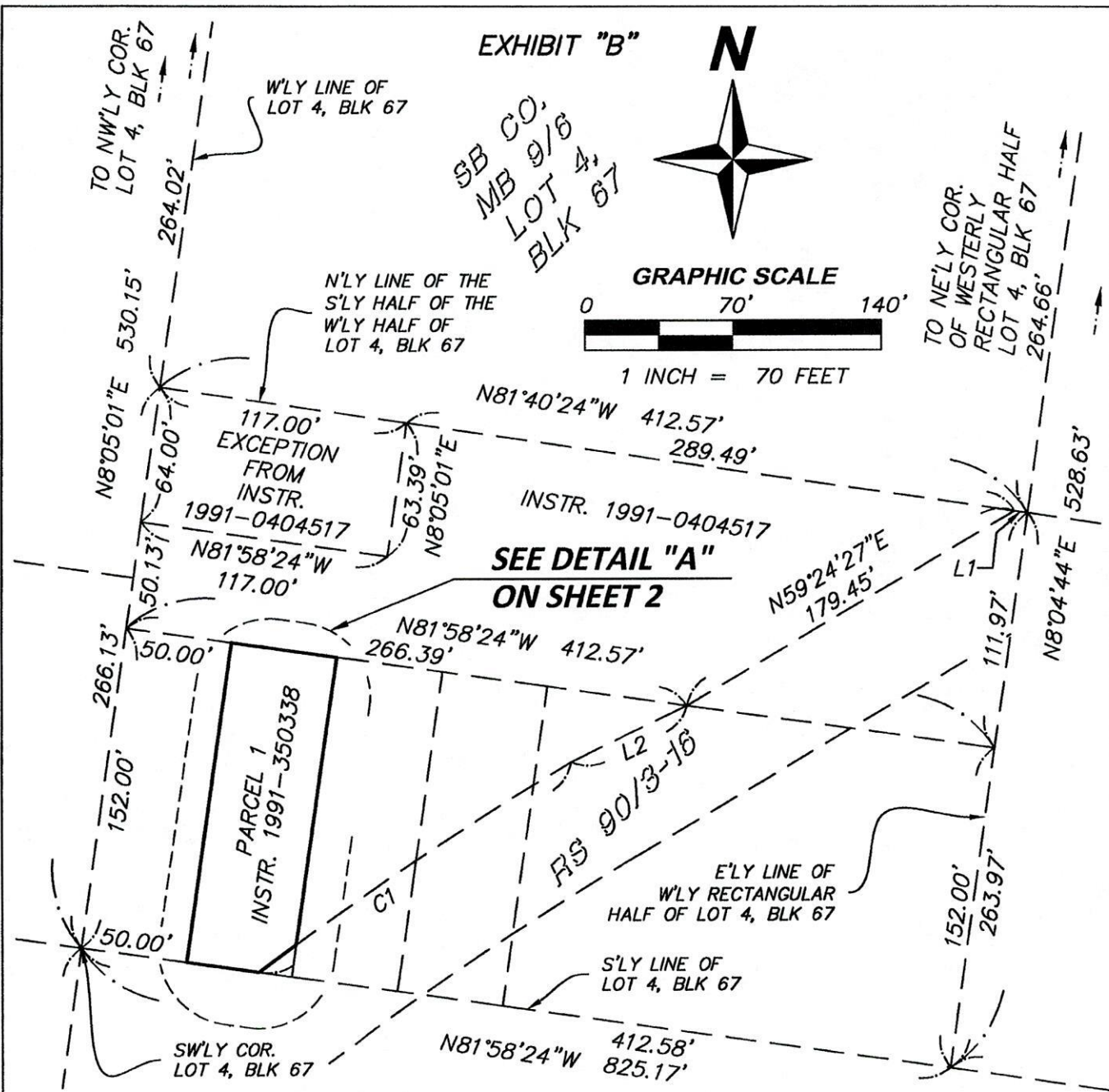
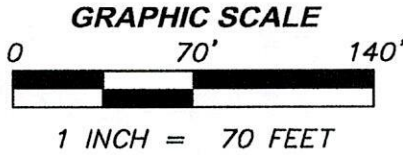
Curve #	Delta	Radius	Length	Line Table		
C2	$\Delta=0^{\circ}48'15''$	1546.17'	21.70'	Line #	Direction	Length
C3	$\Delta=2^{\circ}32'26''$	1546.17'	68.56'	L3	N08'05'01"E	15.29'
C4	$\Delta=3^{\circ}12'23''$	1546.17'	86.52'	L4	S81'58'24"E	15.39'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	OAK STREET CHANNEL	SCALE	1"=30'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	2070-111D	DATE	03/03/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	2-0-00070	SHEET NO.	2 OF 2		

EXHIBIT "B"



Line Table

Line #	Direction	Length
L1	N81°40'24"W	6.08'
L2	N64°03'47"E	60.81'

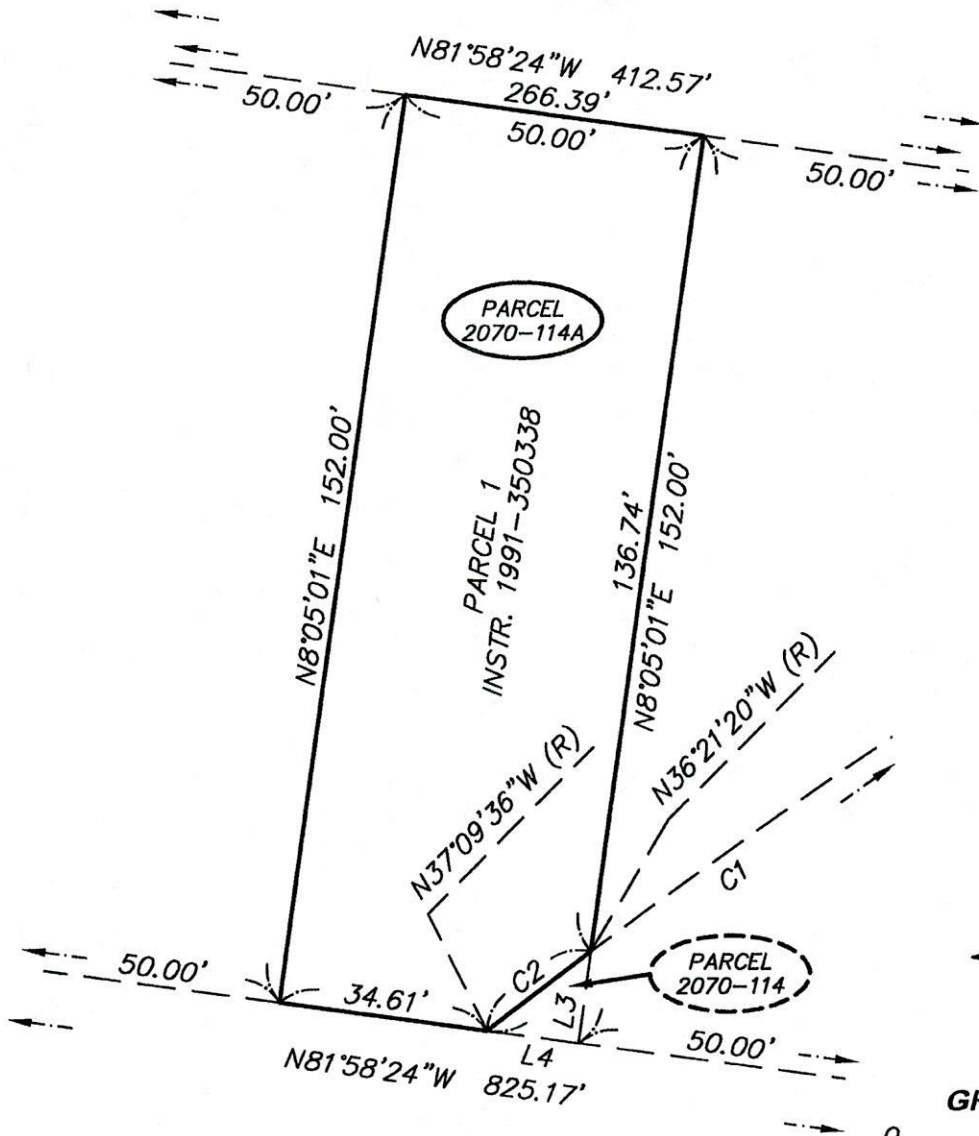
Curve Table			
Curve #	Delta	Radius	Length
C1	Δ=6°33'04"	1546.17'	176.79'

TO SE'LY COR. LOT 4, BLK 67

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

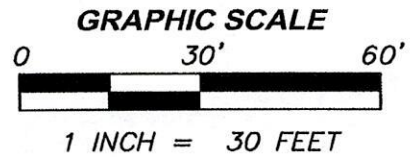
PROJECT NAME:	OAK STREET CHANNEL	SCALE 1"=70'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	2070-114A	DATE 03/03/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00070	SHEET NO.	1 OF 2

EXHIBIT "B"



DETAIL "A"

1" = 30'



Line Table

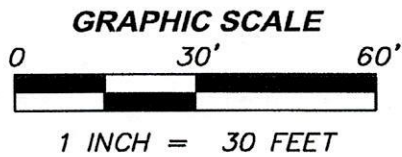
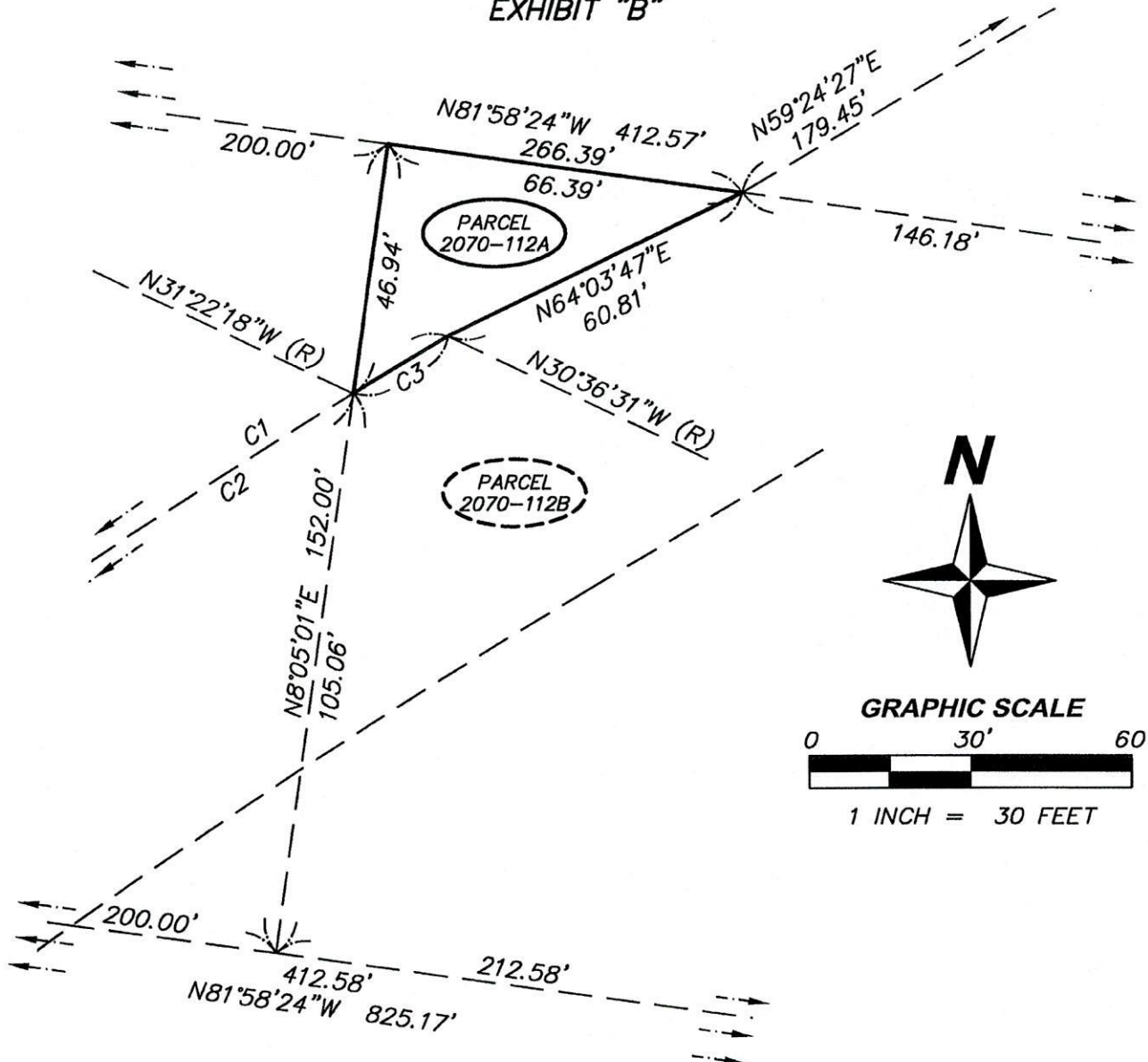
Line #	Direction	Length	Curve Table			
			Curve #	Delta	Radius	Length
L3	N08°05'01"E	15.29'	C2	Δ=0°48'15"	1546.17'	21.70'
L4	S81°58'24"E	15.39'	C1			

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	OAK STREET CHANNEL	SCALE 1"=30'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	2070-114A	DATE 03/03/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00070	SHEET NO.	2 OF 2

EXHIBIT "B"



DETAIL "A"

1" = 30'

Curve Table			
Curve #	Delta	Radius	Length
C1	$\Delta=6^{\circ}33'04''$	1546.17'	176.79'
C2	$\Delta=2^{\circ}26'36''$	1546.17'	65.93'
C3	$\Delta=0^{\circ}45'47''$	1546.17'	20.59'

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

PROJECT NAME:	OAK STREET CHANNEL	SCALE 1"=30'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	2070-112A	DATE 03/03/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00070	SHEET NO.	2 OF 2

EXHIBIT "C"

Recorded at request of:
Riverside County Flood Control
and Water Conservation District

When Recorded, return to:
National Community Renaissance
of California
9451 Haven Avenue
Rancho Cucamonga, California 91730

NO FEE (GOV. CODE 6103)

Oak Street Channel
Project No. 2-0-00070
APNs: 118-183-006, 118-183-022,
118-183-023, 118-183-024 and 118-183-047

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel Nos. 2070-111E, 2070-113C,
2070-111D, 2070-114A and 2070-112A

GRANT DEED AND RESTRICTIVE COVENANTS

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, grants to **NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA**, a California non-profit public benefit corporation, the real property ("Property") in the city of Corona, County of Riverside, State of California, as described in Exhibits "A" and "B", attached hereto and made a part hereof, subject to all matters of record and is further subject to the following:

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of at least 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

[SIGNATURE ON FOLLOWING PAGE]

EXHIBIT "C"

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed by its authorized representative(s) on this ____ day of _____, 2020.

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

Date: _____

By: _____

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

ATTEST:

KECIA R. HARPER
Clerk of the Board of Supervisors

By: _____
Deputy

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOH-Resolution No. F2020-28 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

11/03/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: November 03, 2020
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011421532-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2020-28 NOTICE OF INTENT TO CONVEY EASEMENT INTERESTS IN REAL PROPERTY OVER A PORTION OF RCFC PARCEL NOS. 6060-3A, 6060-213, 6060-217, 6060-2A, AND 6060-215, WITHIN ASSESSOR'S PARCEL NUMBERS 508-161-002, 508-171-013, 508-172-010, 508-171-007, AND 508-172-012, TO THE CITY OF PALM SPRINGS BY EASEMENT DEEDS, TAHQUITZ CREEK CHANNEL, PROJECT NO. 1-0-00060

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) owns RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A, and 6060-215, within Assessor's Parcel Numbers 508-161-002, 508-171-013, 508-172-010, 508-171-007, and 508-172-012, in fee, which are associated with the Tahquitz Creek Channel (Property);

WHEREAS, the City of Palm Springs (City) has a proposed project located along South Palm Canyon Drive approximately 250 feet south of East Sunny Dunes Road and north of Mesquite Avenue (Project); and

WHEREAS, the Project will include the replacement of the existing bridge and improve traffic circulation on South Palm Canyon Drive by providing a consistent roadway and sidewalk section along the Project area, which will also improve Tahquitz Creek Channel hydraulic capacity by providing a larger and consistent channel cross-section under the bridge; and

WHEREAS, the Project will require a Slope Easement, Channel Structure Easement, and Grant of Right of Way Easement Deed (Easements) from the District to the City over a portion RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A, and 6060-215, more particularly described in Exhibit "A" and shown in Exhibit "B" attached, being approximately 8,008 square feet; and

WHEREAS, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the Board of Supervisors of the District has the power to grant any interest in real property it owns to other public agencies where such grant does not interfere with the use of the real property for the purposes of the District; and

WHEREAS, the District has reviewed and approved the South Palm Canyon Bridge Replacement Plans and finds that granting said Easements will not interfere with the use of the right of way for the intended purposes of the District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors (Board) of the District, in regular session assembled on or after October 20, 2020 at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors of the District located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board intends to convey the Easements on or after November 17, 2020 by Slope Easement, Channel Structure Easement, and Grant of Right of Way Easement Deed to the City of Palm Springs as described in Exhibit "A" and shown in Exhibit "B".

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk of the Board is directed to give notice hereof as provided in Section 6061 of the California Government Code.

ROLL CALL:

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on October 20, 2020.

KECIA R. HARPER, Clerk of said Board
By: Hannah Lumanauw, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email cob@rivco.org

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to the hearing.

Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Press-Enterprise: 11/03

Flood Control
District
Item 11.4 of 10/20/20



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 27, 2020

THE PRESS ENTERPRISE
P.O. BOX 792
RIVERSIDE, CA 92501

PH: (951) 368-9225
E-MAIL: legals@pe.com

RE: NOTICE OF PUBLIC HEARING: RESOLUTION NO. F2020-28 NOTICE OF INTENT TO CONVEY EASEMENT INTERESTS IN REAL PROPERTY OF RCFC

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Tuesday, November 03, 2020**.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION**.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA R. HARPER, CLERK OF THE BOARD

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

**RESOLUTION NO. F2020-28
NOTICE OF INTENT TO CONVEY EASEMENT INTERESTS IN
REAL PROPERTY OVER A PORTION OF RCFC
PARCEL NOS. 6060-3A, 6060-213, 6060-217, 6060-2A, AND 6060-215,
WITHIN ASSESSOR'S PARCEL NUMBERS
508-161-002, 508-171-013, 508-172-010, 508-171-007, AND 508-172-012,
TO THE CITY OF PALM SPRINGS BY EASEMENT DEEDS,
TAHQUITZ CREEK CHANNEL, PROJECT NO. 1-0-00060**

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) owns RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A, and 6060-215, within Assessor's Parcel Numbers 508-161-002, 508-171-013, 508-172-010, 508-171-007, and 508-172-012, in fee, which are associated with the Tahquitz Creek Channel (Property);

WHEREAS, the City of Palm Springs (City) has a proposed project located along South Palm Canyon Drive approximately 250 feet south of East Sunny Dunes Road and north of Mesquite Avenue (Project); and

WHEREAS, the Project will include the replacement of the existing bridge and improve traffic circulation on South Palm Canyon Drive by providing a consistent roadway and sidewalk section along the Project area, which will also improve Tahquitz Creek Channel hydraulic capacity by providing a larger and consistent channel cross-section under the bridge; and

WHEREAS, the Project will require a Slope Easement, Channel Structure Easement, and Grant of Right of Way Easement Deed (Easements) from the District to the City over a portion RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A, and 6060-215, more particularly described in Exhibit "A" and shown in Exhibit "B" attached, being approximately 8,008 square feet; and

WHEREAS, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the Board of Supervisors of the District has the power to grant any interest in real property it owns to other public agencies where such grant does not interfere with the use of the real property for the purposes of the District; and

WHEREAS, the District has reviewed and approved the South Palm Canyon Bridge Replacement Plans and finds that granting said Easements will not interfere with the use of the right of way for the intended purposes of the District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors (Board) of the District, in regular session assembled on or after October 20, 2020 at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors of the District located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board intends to convey the Easements on or after November 17, 2020 by Slope Easement, Channel Structure Easement, and Grant of Right of Way Easement Deed to the City of Palm Springs as described in Exhibit "A" and shown in Exhibit "B".

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk of the Board is directed to give notice hereof as provided in Section 6061 of the California Government Code.

ROLL CALL:

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on October 20, 2020.

KECIA R. HARPER, Clerk of said Board
By: Hannah Lumanauw, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email cob@rivco.org

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to the hearing.

Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOH-Resolution No. F2020-28 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

11/03/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: November 03, 2020
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011421532-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

**RESOLUTION NO. F2020-28
NOTICE OF INTENT TO CONVEY EASEMENT INTERESTS IN
REAL PROPERTY OVER A PORTION OF RCFC
PARCEL NOS. 6060-3A, 6060-213, 6060-217, 6060-2A, AND 6060-215,
WITHIN ASSESSOR'S PARCEL NUMBERS
508-161-002, 508-171-013, 508-172-010, 508-171-007, AND 508-172-012,
TO THE CITY OF PALM SPRINGS BY EASEMENT DEEDS,
TAHQUITZ CREEK CHANNEL, PROJECT NO. 1-0-00060**

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) owns RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A, and 6060-215, within Assessor's Parcel Numbers 508-161-002, 508-171-013, 508-172-010, 508-171-007, and 508-172-012, in fee, which are associated with the Tahquitz Creek Channel (Property);

WHEREAS, the City of Palm Springs (City) has a proposed project located along South Palm Canyon Drive approximately 250 feet south of East Sunny Dunes Road and north of Mesquite Avenue (Project); and

WHEREAS, the Project will include the replacement of the existing bridge and improve traffic circulation on South Palm Canyon Drive by providing a consistent roadway and sidewalk section along the Project area, which will also improve Tahquitz Creek Channel hydraulic capacity by providing a larger and consistent channel cross-section under the bridge; and

WHEREAS, the Project will require a Slope Easement, Channel Structure Easement, and Grant of Right of Way Easement Deed (Easements) from the District to the City over a portion RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A, and 6060-215, more particularly described in Exhibit "A" and shown in Exhibit "B" attached, being approximately 8,008 square feet; and

WHEREAS, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the Board of Supervisors of the District has the power to grant any interest in real property it owns to other public agencies where such grant does not interfere with the use of the real property for the purposes of the District; and

WHEREAS, the District has reviewed and approved the South Palm Canyon Bridge Replacement Plans and finds that granting said Easements will not interfere with the use of the right of way for the intended purposes of the District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors (Board) of the District, in regular session assembled on or after October 20, 2020 at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors of the District located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board intends to convey the Easements on or after November 17, 2020 by Slope Easement, Channel Structure Easement, and Grant of Right of Way Easement Deed to the City of Palm Springs as described in Exhibit "A" and shown in Exhibit "B".

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk of the Board is directed to give notice hereof as provided in Section 6061 of the California Government Code.

ROLL CALL:

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on October 20, 2020.

KECIA R. HARPER, Clerk of said Board
By: Hannah Lumanauw, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

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Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Press-Enterprise: 11/03

Flood Control District
Item 11.4 of 10/20/20



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ROLL CALL:

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