

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



ITEM: 11.4
(ID # 14190)

MEETING DATE:
Tuesday, January 12, 2021

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2021-05, Authorization to Sell a Portion of Riverside County Flood Control and Water Conservation District-Owned Real Property Located in the City of Riverside, County of Riverside, Arizona Channel Line C, RCFC Parcel No. 1171-2A2, a Portion of Assessor's Parcel Number 136-212-035, to Adjacent Property Owner, Project No. 1-0-00171, CEQA Exempt, District 1. [\$0] [4/5 Vote Required]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Arizona Channel Line C Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15312 and 15061(b)(3); and
2. Adopt Resolution No. F2021-05, Authorization to Sell A Portion of Riverside County Flood Control and Water Conservation District ("District") Owned Real Property located in the City of Riverside, County of Riverside, State of California, Arizona Channel Line C, RCFC Parcel No. 1171-2A2 ("Subject Property") a Portion of Assessor's Parcel Number 136-212-035, to Adjacent Property Owner; and

ACTION: 4/5 Vote Required

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 12/23/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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: January 12, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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3. Approve that certain Agreement for Purchase and Sale of Real Property between Mohamed Seirafi and the District for the Subject Property, and authorize the Chair of the Board of Supervisors for the District to execute the same on behalf of the District; and
4. Authorize the Chair of the Board of Supervisors for the District to execute the Quitclaim Deed in favor of Mohamed Seirafi; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all action necessary to complete this transaction; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

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

In an effort to purchase 7,066 square feet of District-owned real property located in the city of Riverside, County of Riverside, State of California, Mohamed Seirafi, the adjacent property owner ("Adjacent Owner") contacted the District. The Subject Property is an unimproved remnant of the Arizona Channel Line C and is not needed by the District.

The Board adopted Resolution No. F2019-18 on October 8, 2019 declaring the Subject Property surplus land. The District sent written offers to other public agencies pursuant to California Government Code 54220 *et seq.* because, at the time, the remnant did not qualify as exempt surplus real property. None of these public agencies responded to the District's offer. Effective January 1, 2020, AB 1486 expanded the definition of exempt surplus land to include, among other things, surplus land that is a former street, right of way, or easement, and is conveyed to an owner of an adjacent property.

Pursuant to Water Code Appendix Sections 48-9 and 48-13, the District may dispose of real property of every kind within or outside the District boundaries necessary and convenient to the full exercise of its powers after adoption of a resolution declaring that a real property interest is no longer necessary to be retained for District use or purposes. The District acquired the Subject Property as right of way for the construction and maintenance of flood control facilities, but it is no longer needed for the District's use or purposes.

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District staff has negotiated a Purchase and Sale Agreement ("Agreement") with the Adjacent Owner for the real property interest, and the District will transfer its interest in the Subject Property by Quitclaim Deed. Under the terms of the Agreement, the Adjacent Owner would pay a purchase price of \$33,500.00 and pay for the transfer taxes and the recording fees. Due to the prohibitive costs of an appraisal, the purchase price was determined by comparing similar residential lands for sale in the immediate area and sold over the past year, as well as the Subject Property's location and physical condition.

California Environmental Quality Act Findings

Pursuant to the California Environmental Quality Act ("CEQA"), the sale of the Subject Property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15312, Surplus Government Property Sales. The proposed project is the sale of an exempt surplus remnant parcel of real property that is no longer needed for the use by or purposes of the District, does not have significant value for wildlife habitat or other environmental purposes, and the use of the property and adjacent property has not changed since the time of acquisition by the District. The project is also consistent with CEQA Guidelines Section 15061(b)(3), the "General Rule" or "Common Sense" exemption, because it can be seen with certainty that there is no possibility that the proposed project will have a significant effect on the environment as it is merely the transfer of vacant land and does not involve construction activities or an increase in the intensity of use of the site. As such, in accordance with CEQA, a Notice of Exemption (NOE) has been prepared and the Clerk of the Board will file the NOE within five days of the Board adopting Resolution No. F2020-01.

Resolution No. F2021-05, the Purchase and Sale Agreement, and the Quitclaim Deed have been approved as to form by County Counsel.

All associated costs with this action shall be borne by the Adjacent Owner.

Prev. Agn. Ref.: 11.3 of 10/8/2019 MT10899

Impact on Residents and Businesses

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

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ATTACHMENTS:

1. Resolution No. F2021-05
2. Vicinity Map
3. Legal and Plat
4. Purchase and Sale Agreement with the Adjacent Owner
5. Quitclaim Deed to the Adjacent Owner for a Portion of District-Owned Real Property APN 136-212-035
6. CEQA Notice of Exemption and Authorization to Bill

P8\228671

JP:rlp



Gregory F. Priamos, Director County Counsel 12/30/2020

NOTICE OF EXEMPTION

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

From: Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Contact: Joan Valle
Phone: 951.955.8856

Project Title: Sale of a Portion of Riverside County Flood Control and Water Conservation District-Owned Real Property located in a Portion of Assessor's Parcel Number 136-212-035 Arizona Channel Lateral C-1, Project No. 1-0-00171

Project Location – City: Riverside

Project Location – County: Riverside

The project is located in the city of Riverside, and includes 7,066 square feet of vacant land adjacent to Arizona Channel Lateral C-1, Assessor's Parcel Number (APN) 136-212-035 (RCFC Parcel 1171-2A2). The project is within Township 3 South, Range 6 West, Section 24 of the Riverside West 7.5 Minute US Geological Survey (USGS) Topographic Quadrangle. The properties are located at approximately 33° 53' 38.14" N, 117° 28' 7.66" W (Lat/Long).

Project Description: The Riverside County Flood Control and Conservation District (District) owns a 7,066 square foot remnant property left over from the construction of the Arizona Channel Lateral C-1. The property was declared surplus by the Board of Supervisors on October 8, 2019. The District will now sell the parcel to a private citizen. The land is undeveloped and devoid of vegetation and habitat.

Public Agency Approving Project: Riverside County Flood Control and Water Conservation District

Public Agency Carrying Out Project: Riverside County Flood Control and Water Conservation District

Exempt Status: Categorical Exemption Pursuant to State CEQA Guidelines §15312 and 15061(b)(3)

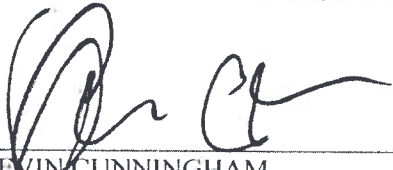
Reasons Why Project is Exempt: The project qualifies for the following CEQA Exemptions:

Section 15312: Class 12 Categorical Exemption, "Surplus Government Property Sales", consists of sales of surplus government property except for parcels of land located in an area of statewide, regional, or area-wide concern identified in Section 15206(b)(4). The Lead Agency (District) has determined that the parcel does not meet any of the significance criteria listed in CEQA guideline §15206(b)(4), and that the proposed project is not of statewide, regional, or area-wide significance.

Section 15061(b)(3): The project qualifies for the "General Rule" or "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment. The District is merely vacating an unnecessary flood control easement on undisturbed property.

The project does not affect a change in the environment. The project will not result in any specific or general exceptions to the validity of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Furthermore, no unusual circumstances or potential cumulative impacts would reasonably occur that may create an environmental impact.

Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Lead Agency: 
KEVIN CUNNINGHAM
Senior Flood Control Planner
Riverside County Flood Control
and Water Conservation District

Date: 10/13/2020

ARM:mcv
P8\233992

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.
11/2/20
Date
YPR
Initial

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 10/5/2020 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25110 DEPT ID: 947400 PROGRAM:

AMOUNT: \$50.00

REF:

Arizona Channel Lateral C-1, RCFC Parcel No. 1171-2A2 a Portion of Assessor's Parcel Number 136-212-035 Adjacent Propeerty Owner Project No. 1-0-00171 221-44101-1-6-00171-00-28-8000-838

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Jeanine Rey Ext 51264 PRESENTED BY: Joan Valle Ext 58856 CONTACT: Drew Marshall Ext 54643

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2021-05

AUTHORIZATION TO SELL A PORTION OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT-OWNED REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, ARIZONA CHANNEL LINE C, RCFC PARCEL NO. 1171-2A2, A PORTION OF ASSESSOR'S PARCEL NUMBER 136-212-035, TO ADJACENT PROPERTY OWNER, PROJECT NO. 1-0-00171

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) owns certain real property in fee title known as RCFC Parcel No. 1171-2A2 (Subject Property), which is within the city of Riverside, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 136-212-035; and

WHEREAS, the Subject Property consists of 7,066 square feet of land and is legally described in Exhibit "A" and depicted on Exhibit "B", which are attached hereto and made a part hereof;

WHEREAS, the Subject Property is an unimproved remnant of the Arizona Channel Line C and is not needed by the District; and

WHEREAS, the adjacent property owner (Adjacent Owner) to the west of the Subject Property desires to purchase the Subject Property from the District; and

WHEREAS, on October 8, 2019, the Board of Supervisors of the District (Board) adopted Resolution No. F2019-18 declaring the Subject Property as Surplus Real Property that is no longer needed nor will it be needed in the future for the District's use and purposes; and

WHEREAS, the District sent written offers to sell the Subject Property to other public agencies because, prior to AB 1486, the remnant Subject Property did not qualify as exempt surplus land; and

WHEREAS, no public agency responded to the District's offer to sell the Subject Property; and

FORM APPROVED COUNTY COUNSEL
BY: WESLEY W. STANFIELD 12/20/2020
DATE

JAN 12 2021 11.4

1 **WHEREAS**, effective January 1, 2020, AB 1486 expanded the definition of exempt
2 surplus land to include, among other things, surplus land that is a former street, right of way, or
3 easement, and is conveyed to an owner of an adjacent property; and

4 **WHEREAS**, the District has found that the Subject Property is exempt surplus land
5 pursuant to California Government Code Section 54221(f)(1)(e) because the Subject Property is
6 former right of way that is no longer needed by the District and is being conveyed to the Adjacent
7 Owner; and

8 **WHEREAS**, pursuant to the California Water Code Appendix Sections 48-9 and 48-13,
9 Section 9, the District may dispose of real property of every kind, within or outside of District
10 boundaries, necessary and convenient to the full exercise of its powers after adoption of a
11 resolution declaring that a real property interest is no longer necessary to be retained for District
12 use or purposes; and

13 **WHEREAS**, the District finds that the sale of the Subject Property is in the best interest
14 of the District as the sale will terminate liability and maintenance responsibilities for the District;
15 and

16 **WHEREAS**, the District desires to sell the Subject Property to the Adjacent Owner and
17 the Adjacent Owner desires to purchase the Subject Property from the District and enter into that
18 certain Agreement for Purchase and Sale of Real Property between the District and the Adjacent
19 Owner ("Agreement"); and

20 **WHEREAS**, the District has reviewed and determined the sale of the Subject Property is
21 categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State
22 CEQA Guidelines Section 15312 for surplus government property sales and is consistent with the
23 "General Rule" exemption pursuant to State CEQA Guidelines Section 15061(b)(3) as it can be
24 seen with certainty that the proposed sale of real property involving the transfer of title to the real
25 property to the Adjacent Owner does not interfere with the use and purposes of the District and
26 does not have significant values for wildlife habitat or other environmental purposes. The use of
27 the Subject Property and the adjacent property has not changed since the time of acquisition by the
28 District.

1 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
2 Board, in regular session assembled on or after January 12, 2021, at or after 9:30 a.m., in its
3 meeting room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
4 Riverside, California, that this Board finds that the environmental impacts of the Subject Property
5 have been sufficiently assessed and has determined that the activity in question qualifies for a
6 "Class 12 Categorical" exemption pursuant to Article 19 of the State CEQA Guidelines Section
7 15312, and is also consistent with the "General Rule" exemption pursuant to State CEQA
8 Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the
9 activity in question will have significant effect on the environment because the District is merely
10 relinquishing and transferring fee title to the Adjacent Owner and does not interfere with the use
11 and purposes of the District, does not have significant values for wildlife habitat or other
12 environmental purposes, and the use of the Subject Property and adjacent property has not changed
13 since the time of acquisition by the District.

14 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of this
15 Board that this Board finds that the proposed real property conveyance would not unreasonably
16 interfere with the District's Arizona Channel Line C Project.

17 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
18 declares that the Subject Property is exempt surplus land pursuant to California Government Code
19 Section 54221(f)(1)(e) because the Subject Property is former right of way that is no longer needed
20 by the District and is being conveyed to the Adjacent Owner.

21 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
22 authorizes the sale of the Subject Property located in the city of Riverside, County of Riverside,
23 State of California, for the purchase price pursuant to the terms and conditions of the Agreement
24 and to be conveyed by Quitclaim Deed.

25 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
26 approves the Agreement and the Chair of the Board is given authority to execute the Agreement
27 for the Purchase and Sale of Real Property and the Quitclaim Deed for the fee interest in real
28 property on behalf of the District.

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

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of Board is directed to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
~~Abst~~ent: None

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

Kecia R. Harper, Clerk of said Board
By 
Deputy

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

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel No. 1171-2A2

Parcel 2 described in the Grant Deed recorded April 22, 1988, in the City of Riverside, County of Riverside, State of California, as Instrument No. 107529 of Official Records of said county.

Excepting therefrom the land described in the Grant Deed recorded April 7, 1989 as Instrument No. 110977 of Official Records of said county.

Containing 7,066 square feet/0.162 acres.

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





JAMES R. McNEILL

Date: 3-12-19

Land Surveyor No. 7752



EXHIBIT "B"

M.B. 1/70 S.B.
LOT 8

GRAPHIC SCALE



1 INCH = 40 FEET

E LA SIERRA AVE.

PARCEL
1171-2A2

INST. NO. 107529
PAR 1171-2A

N84°29'26"W 169.86'

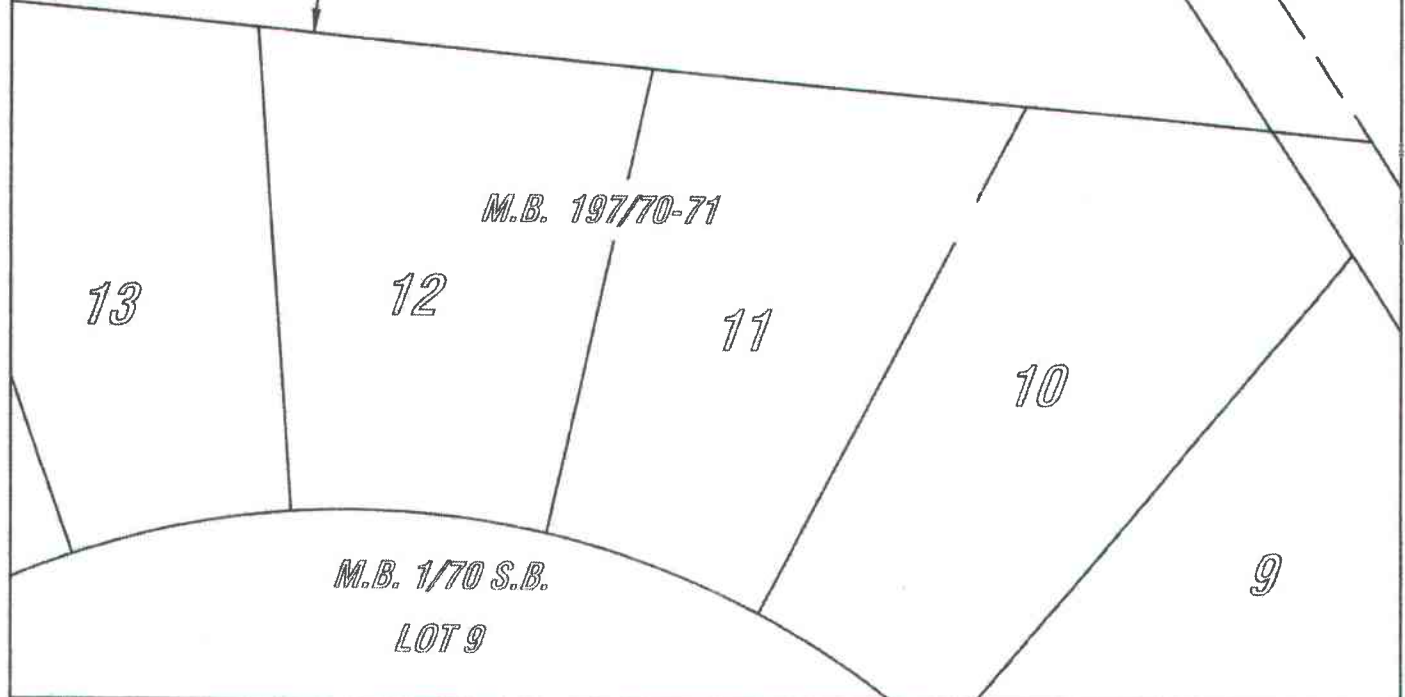
R.S. 80/72-77
PAR 1171-2

INST. NO. 110977

N56°21'16"E 131.76'

N33°37'19"W 107.25'

60'



M.B. 197/70-71

M.B. 1/70 S.B.
LOT 9

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

PROJECT NAME:	NOT APPLICABLE	SCALE 1"=40'	DRAWN BY SL
RCFC-WCD PARCEL NUMBER(S):	1171-2A2	DATE 3/12/19	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	1-0-00171	SHEET NO.	1 OF 1

Project: Arizona Channel Line C
 Project No. 1-0-00171
 APN 136-212-035
 RCFC Parcel No. 1171-2A2

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is entered into this 6th day of August, 2020 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "SELLER") and Mohamed Seirafi, a married man, as his sole and separate property (hereinafter called "BUYER"), for acquisition by BUYER from SELLER of certain real property interests from the Arizona Channel Line C (hereinafter called "PROJECT").

RECITALS

- A. SELLER is the owner of certain real property located in the city of Riverside, County of Riverside, State of California, consisting of approximately 0.162 acre (7,066 square feet) of land, commonly known as a portion of Riverside County Assessor's Parcel No. 136-212-035 and referenced as RCFC Parcel No. 1171-2A2.
- B. BUYER owns the fee simple title of certain real property abutting RCFC Parcel No. 1171-2A2, being a portion of Lot 8, Block 44 of the Lands of the Riverside Land and Irrigating Company, as filed in Book 1, Page 72 of Maps, in the office of the county recorder of San Bernardino County.
- C. SELLER desires to sell to BUYER and BUYER desires to purchase from SELLER the fee title to the above-referenced triangular shaped parcel of land abutting BUYER'S property, being approximately 0.162 acre or 7,066 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 interest in certain real property, located in the city of Riverside, County of Riverside, State of California, commonly known as Vacant Land, Riverside, CA 92503 and is currently designated as a portion of Riverside County Assessor Parcel No. 136-212-035 and legally described as follows:

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 as full compensation for RCFC Parcel No. 1171-2A2 is:

THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS
(\$33,500.00)

This transaction shall close upon the receipt of payment by SELLER, at which time SELLER shall deliver an executed Quitclaim Deed in substantially the same form as attached hereto.

3. PROPERTY SOLD IN "AS-IS" CONDITIONS. BUYER acknowledges that the Property is sold in "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. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property.
4. PERMISSION TO ENTER ON PROPERTY. SELLER each hereby grants to BUYER or its authorized agents, permission to enter upon the property to be conveyed to them at all reasonable times prior to close of this transaction for the purpose of making necessary or appropriate inspections. BUYER shall provide 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 Property pursuant to this Section 4. If BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER'S personal property, facilities, tools, and equipment from the Property. If BUYER does not remove all of BUYER'S personal property, facilities, tools and equipment from the Property within ten (10) business days of the date that BUYER'S license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools, and equipment from the Property. In the event of BUYER fails to remove BUYER'S personal property, facilities, tools and equipment from the Property after entering the Property to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 4, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
5. NECESSARY INSTRUMENTS. Upon the approval of the Board of Supervisors of the District, SELLER shall prepare, execute, notarize, and deliver the Quitclaim Deed conveying SELLER's Property to BUYER for signatures. It shall be the responsibility of SELLER to record said deed with the Riverside County Recorder's office. There shall be no third-party escrow with this transaction. 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 transfers of the properties.

The term "close of this transaction", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder for all affected properties involved in the project.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of or supplement to any instructions must be in writing.

6. TITLE AND TITLE INSURANCE. If BUYER is in need of a policy of title insurance, BUYER shall obtain said policy and be responsible for the payment of any premium for said policy.
7. CONVEYANCE OF TITLE. SELLER agrees to convey by recorded Quitclaim Deed to BUYER SELLER's property free and clear of all recorded liens, encumbrances, assessments. And taxes EXCEPT:
 - A. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California.
 - B. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
8. POSSESSION OF PROPERTY. Possession of SELLER Property shall be given to BUYER upon the close of this transaction, as defined in Section 5 above.
9. 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.
 - C. BUYER is purchasing the Property with separate property funds.
10. INDEMNITY. BUYER agrees to indemnify, defend and hold SELLER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of BUYER'S representation, warranties or covenants provided in this Agreement including, but not limited to, any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense resulting from the Ahmed Seirafi's execution of this Agreement and purchase of the Property on behalf of Mohamed Seirafi, in Ahmed Seirafi's capacity as temporary conservator of the estate of Mohamed Seirafi.
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.

12. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid:

SELLER: Riverside County Flood Control
and Water Conservation District
Attention: Ruben F. Duran
Supervising Real Property Agent
1995 Market Street
Riverside, CA 92501

BUYER: Mohamed Seirafi
12906 Heather Crest Court
Riverside, CA 92503

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

The parties hereto, by notice given hereunder, may, respectively designate different addresses to which subsequent notices, certificates or other communications will be sent.

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.

Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly

supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.

- F. Authorities.
- A. BUYER and SELLER have each taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.
- B. BUYER and SELLER have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date will be, legal, valid, and binding obligations of BUYER and SELLER respectively and can consummate the transaction contemplated herein.
- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- H. Time of Essence. The parties acknowledge that time is of the essence in this Agreement.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

M. Brokers. SELLER and BUYER agree that there are no brokers or real estate agents involve in this transaction that would be entitled to a fee or commission. BUYER shall hold SELLER harmless from any claims for such fees or commissions claimed by another broker, real estate agent or other third party claiming through BUYER.

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.

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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 15 DEC 2020.
(date to be filled in by General Manager-Chief Engineer)

SELLER:

RECOMMENDED FOR APPROVAL

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

By: 
Fu JASON E. UHLEY
General Manager-Chief Engineer

By: 
Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

Date: _____

Date: JAN 12 2021

BUYER:

Date: 8/6/20

By: 
MOHAMED SEIRAFI by and through Ahmed Seirafi, Temporary Conservator of the Estate of Mohamed Seirafi

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: 
WESLEY STANFIELD
Deputy-County Counsel

By: 

Date: 12/14/2020

Date: JAN 12 2021

APN 136-212-035
Project: Arizona Channel Line C
Project No. 1-0-00171
RCFC Parcel No. 1171-2A2

JLP:rlp
09/15/19

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

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel No. 1171-2A2

Parcel 2 described in the Grant Deed recorded April 22, 1988, in the City of Riverside, County of Riverside, State of California, as Instrument No. 107529 of Official Records of said county.

Excepting therefrom the land described in the Grant Deed recorded April 7, 1989 as Instrument No. 110977 of Official Records of said county.

Containing 7,066 square feet/0.162 acres.

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





JAMES R. McNEILL

Land Surveyor No. 7752

Date: 3-12-19

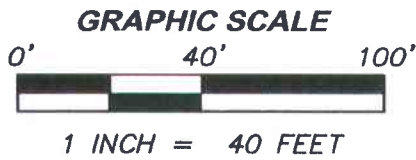


EXHIBIT "B"

M.B. 1/70 S.B.
LOT 8

E LA SIERRA AVE.

N56°21'16"E 131.76'

N33°37'19"W 107.25'

INST. NO. 107529

PAR 1171-2A

N84°29'26"W 169.86'

INST. NO. 110977

R.S. 80/72-77

PAR 1171-2

60'

M.B. 197/70-71

13

12

11

10

9

M.B. 1/70 S.B.
LOT 9

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	NOT APPLICABLE	SCALE 1"=40'	DRAWN BY SL
RCFC-WCD PARCEL NUMBER(S):	1171-2A2	DATE 3/12/19	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	1-0-00171	SHEET NO. 1 OF 1	

Recorded at request of, and return to:
MOHAMED SEIRAFI
12906 Heather Crest Court
Riverside, California 92503

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Arizona Channel Line C
Project No: 1-0-00171

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

RCFC Parcel No: 1171-2A2

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **RIVERSIDE COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT** herein, hereby remises, releases and quitclaims to MOHAMED SEIRAFI, a married man, as his sole separate property, all that right, title and interest in and to the real property situated in the city of Riverside, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and "B" and made a part hereof.

Assessor's Parcel Number: ptn 136-212-035

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date _____

By: _____

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

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____
Deputy

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

EXHIBIT "A"

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Containing 7,066 square feet/0.162 acres.

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





JAMES R. McNEILL

Date: 3-12-19

Land Surveyor No. 7752

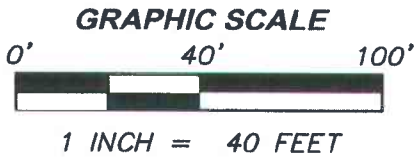


EXHIBIT "B"

M.B. 1/70 S.B.
LOT 8

E LA SIERRA AVE.

PARCEL
1171-2A2

INST. NO. 107529

PAR 1171-2A

R.S. 80/72-77

PAR 1171-2

N84°29'26"W 169.86'

N33°37'19"W 107.25'

INST. NO. 110977

60'

40'

57'

N56°21'16"E 131.76'

M.B. 197/70-71

13

12

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M.B. 1/70 S.B.
LOT 9

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RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	NOT APPLICABLE	SCALE 1"=40'	DRAWN BY SL
RCFC-WCD PARCEL NUMBER(S):	1171-2A2	DATE 3/12/19	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	1-0-00171	SHEET NO.	1 OF 1

Recorded at request of, and return to:
MOHAMED SEIRAFI
12906 Heather Crest Court
Riverside, California 92503

COPY

Project: Arizona Channel Line C
Project No: 1-0-00171

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

RCFC Parcel No: 1171-2A2

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **RIVERSIDE COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT** herein, hereby remises, releases and quitclaims to MOHAMED SEIRAFI, a married man, as his sole separate property, all that right, title and interest in and to the real property situated in the city of Riverside, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and "B" and made a part hereof.

Assessor's Parcel Number: ptn 136-212-035

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date JAN 12 2021

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

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: Piscilla Russo
Deputy

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

STATE OF CALIFORNIA)

)ss

COUNTY OF RIVERSIDE)

On January 12, 2019, before me, Priscilla Rasso, Board Assistant, personally appeared **Karen Spiegel**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

KECIA HARPER

Clerk of the Board of Supervisors

By: Priscilla Rasso
Deputy

(Seal)