

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



ITEM: 11.9
(ID # 14720)

MEETING DATE:

FROM: FLOOD CONTROL DISTRICT:

Tuesday, March 23, 2021

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2021-14, Authorization to Sell Fee Simple Interests of District-Owned Real Property Located in the City of Palm Springs, County of Riverside, Portions of Assessor's Parcel Number 505-141-005, Tachevah Creek Detention Dam, Project No.6-0-00050; Approval of the Agreement for Purchase and Sale of Real Property with Stephen Philip Sapunor and Allison Beth Sapunor, Trustees and to the Successor Trustees of the Stephen and Allison Sapunor Trust DTD January 12, 2010, and Approval of the Agreement for Purchase and Sale of Real Property with Richard B. Lippin and Sally Hightower Lippin, as Trustees of the Lippin Community Property Trust Dated August 1, 2015, CEQA Exempt, District 4. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the sale of fee simple interests of District-owned real property is exempt from the California Environmental Quality Act ("CEQA") as it has been determined to qualify as a "Class 12" categorical exemption pursuant to Article 19 of the State CEQA Guidelines, Sections 15312 and 15061(b)(3);
2. Adopt Resolution No. F2021-14, Authorization to Sell Fee Simple Interests of District-Owned Real Property located in the City of Palm Springs, County of Riverside, Portions of Assessor's Parcel Number 505-141-005;
3. Authorize the Chair of the Board of Supervisors (Board) for the Riverside County Flood Control and Water Conservation District (District) to execute the Agreements for Purchase and Sale on behalf of the District; and
4. Authorize the Board for the District to execute the Grant Deeds in favor of the buyers; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/10/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 23, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board
By:
Deputy

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

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns certain real property located in the city of Palm Springs, County of Riverside, identified by Assessor's Parcel Number 505-141-005 ("Property"). The District acquired the Property for the Tachevah Creek Detention Dam Project (Project). The Project consists of an earthen detention basin with a concrete slope spillway and subsequent operation and maintenance. Certain portions of the real property interests are no longer needed for the Project, and the District desires to sell those portions to the adjacent property owners.

Pursuant to the California Water Code Appendix, Chapter 48, Section 13, the Board 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 Property is exempt surplus land under the California Surplus Land Act, and the District may proceed with the conveyance of the Property because surplus land that is former right of way may be conveyed to an adjacent property owner (the "Act", Government Code Section 54220, et seq.).

On February 2, 2021 (11.3, MT 14290), the Board of the District adopted Resolution F2021-06, declaring the Property as surplus and no longer necessary to be owned in fee by the District or public purposes. District staff has negotiated a nominal value with the adjacent property owners for the conveyance of this parcel. The sale of this parcel will remove the cost of maintaining this parcel as well as eliminate a liability for the District and will place this parcel back onto the tax roll. The attached Agreements for Purchase and Sale of Real Property provide the terms and conditions for the sale to each owner of Property situated adjacent thereto and the Grant Deeds to effect each conveyance.

Pursuant to the California Environmental Quality Act (CEQA), the sale of each remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15312, Surplus Government Property Sales. The proposed action is the sale of 0.132 acre of 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

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OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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. Additionally, the Property sale is also exempt under Section 15061(b)(3), the "Common Sense" exemption, as it can be seen with certainty that the sale will not have a significant effect on the environment because it is merely the transfer of title to real property of vacant land and does not involve construction activities or an increase in the intensity of use of the site.

Resolution No. F2021-14, the Agreements for Purchase and Sale of Real Property, and the respective Grant Deeds have been approved as to form by County Counsel.

Impact on Residents and Businesses:

No fiscal impact on the residents and businesses in the immediate area for this is a conveyance of fee interest to adjacent property owners.

ATTACHMENTS:

1. Resolution No. F2021-14
2. Grant Deed
3. Agreements for the Purchase and Sale of Real Property
4. Vicinity Map

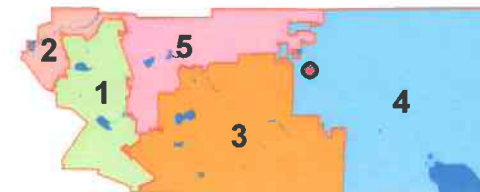
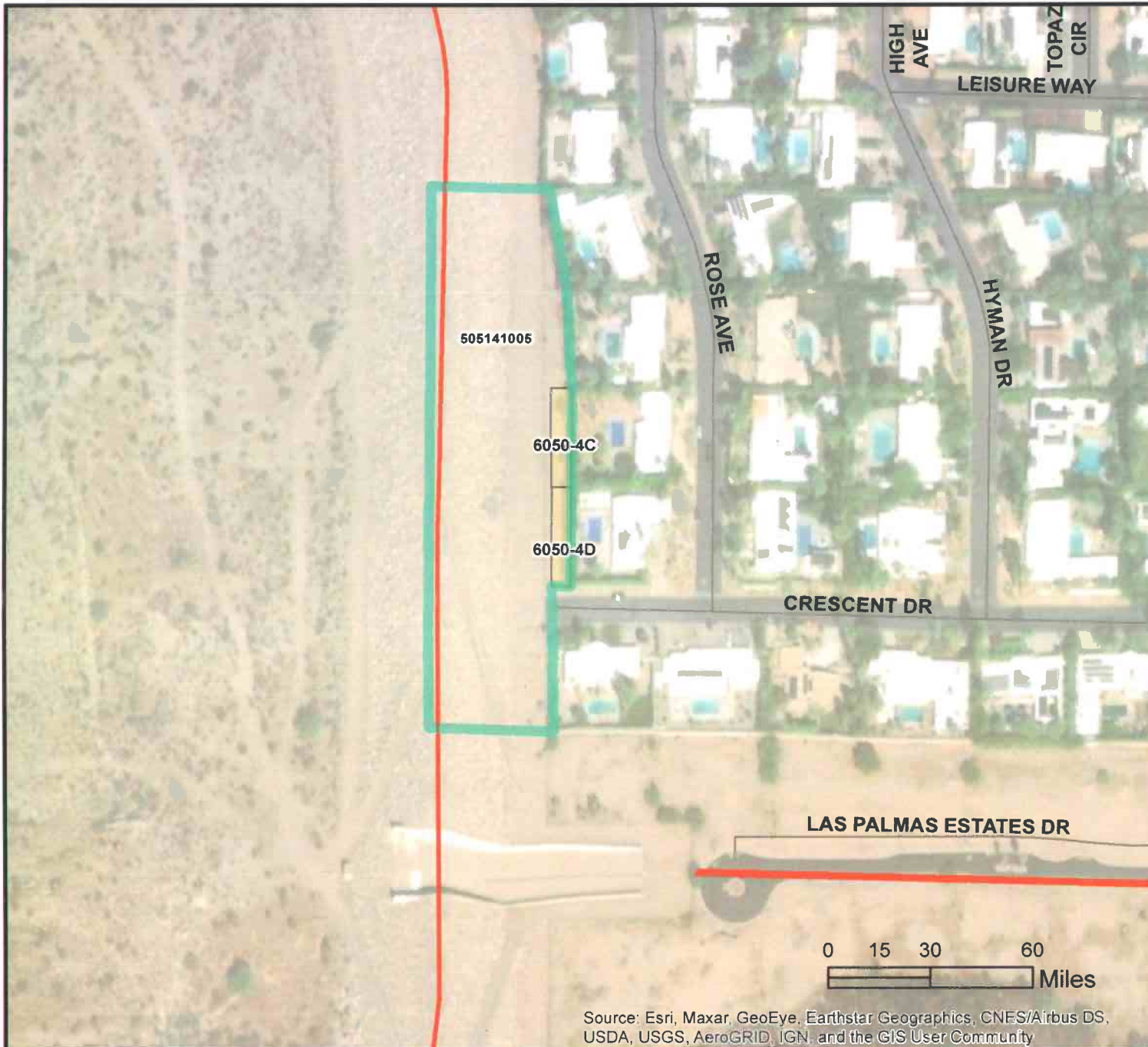
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Jason Farin, Principal Management Analyst

3/16/2021


Gregory L. Priamos, Director County Counsel

3/11/2021



Supervisor Districts

Legend

- Existing Facility
- Parcel
- RCFC Parcels
- Location

Description

TACHEVAH CREEK DETENTION DAM
PROJECT NO. 6-0-00050



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Subject Property - APN 505-141-005
Vicinity Map



Attachment 1

Project: Tachevah Creek Detention Dam
 Project No. 6-0-00050
 RCFC Parcel No. 6050-4D
 APN 505-141-005 (portion)

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 23 day of March, 2021 by and between RICHARD B. LIPPIN AND SALLY HIGHTOWER LIPPIN, AS TRUSTEES OF THE LIPPIN COMMUNITY PROPERTY TRUST DATED AUGUST 1, 2015, (hereinafter called "BUYER") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "SELLER") for acquisition by BUYER from SELLER of certain real property interest within the area of the Tachevah Creek Detention Dam Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. SELLER is the owner of vacant real property located in the city of Palm Springs, County of Riverside, State of California, consisting of approximately 2,795 square feet of vacant land, in the city of Palm Springs, County of Riverside, State of California, identified as RCFC Parcel No. 6050-4D, as to a portion of Assessor's Parcel Number (APN) 505-141-005 (SELLER's PROPERTY).
- B. SELLER desires to sell and relinquish and BUYER desires to purchase SELLER's PROPERTY as specifically described herein and pursuant to the terms and conditions herein this Agreement.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell and relinquish to BUYER, and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement the following interest in real property located in the city of Palm Springs, County of Riverside, State of California, identified as RCFC Parcel No. 6050-4D, as to a portion of APN 505-141-005, consisting of approximately 2,795 square feet of vacant land.

Said above-listed interests in real property will hereinafter be collectively referred to as the "SELLER's PROPERTY".

The 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 to be paid by BUYER is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) and referred to hereinafter as the Purchase Price. All payments specified in this section shall be made in legal tender by cash, cashier's check or wire transfer.

3. SOLD IN "AS-IS" CONDITION. BUYER acknowledges that RCFC Parcel 6050-4D is sold and relinquished in "as-is" condition, as of the date of this Agreement, without warranty and that SELLER is not responsible for making correction or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding RCFC Parcel 6050-4D, except expressly stated in this Agreement.

4. RECORDATION AND NECESSARY INSTRUMENTS. Upon the approval of this Agreement by the Board of Supervisors of the DISTRICT, SELLER shall cause Recordation of the Grant Deed (Exhibit "C") in the Official Records of the County of Riverside once BUYER has submitted payment of the Purchase Price and SELLER has verified receipt thereof. BUYER and SELLER shall provide any additional instruments as may be necessary to complete these transactions. BUYER and SELLER hereby agree to cooperate with the execution of all documents necessary to complete the transfer and relinquishment of RCFC Parcel 6050-4D.

5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the SELLER's PROPERTY at all reasonable times prior to close of this transaction for the sole purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days advance notice to SELLER prior to such entry. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents, and representatives free and harmless from and against any and all liability, loss, damages, and costs and expenses, demands, causes of action, claims, or judgments, arising from or that is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the SELLER's PROPERTY pursuant to this Section 5. BUYER shall not store any personal property, facilities, tools, and equipment on portions of the SELLER's PROPERTY that is not on SELLER's PROPERTY. If BUYER fails to acquire the Property due to BUYER's default, this license will terminate upon the termination of BUYER's right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools, and equipment from SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from SELLER's PROPERTY within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools, and equipment from SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools, and equipment from SELLER's PROPERTY after entering the SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 5, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.

6. POSSESSION UPON CONSUMMATION OF TRANSACTION. The right of possession and use of SELLER's PROPERTY conveyed through this transaction by BUYER, including the right to use, remove, and dispose of improvements, shall commence upon the full execution of this Agreement by the Parties.

7. WARRANTIES AND REPRESENTATIONS. The Parties make the following representations and warranties and that all such representations and warranties are to be true and correct as of the 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, carry out its obligations hereunder (which are or at the consummation of this transaction will be legal, valid, and binding obligations respectively of each party), and can consummate the transaction contemplated herein. SELLER further warrants that it owns free and clear all encumbrances, and may sell and relinquish, such RCFC Parcel 6050-4D.

8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.

9. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) seven (7) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. Notices shall be addressed as provided below for the respective Party. The Parties agree, however, that if any Party gives notice in writing of a change of name or address to the other Party, notices to such Party shall thereafter be given as demanded in that notice:

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

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

BUYER: Mr. Richard B. Lippin
Mrs. Sally Hightower
596 North Tigertail Road
Los Angeles, CA 90049

10. MISCELLANEOUS.

A. Further Assurances. Each party shall, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged, or delivered any and all such further instruments and documents as may be necessary or proper, in the

reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement by delivering written notice thereof to the defaulting Party.
- C. 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 who 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.

11. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

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

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[Signatures on following page]

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

(SELLER)

**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: 4 Mar 21

Date: 03.23.2021

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:

KECIA R. HARPER
Clerk of the Board

By: 
WESLEY W. STANFIELD
Deputy County Counsel

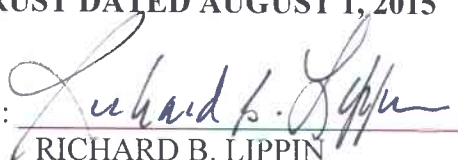
By: 

Date: 3/11/2021

Date: 03.23.2021

(BUYER)

**RICHARD B. LIPPIN AND SALLY HIGHTOWER LIPPIN,
AS TRUSTEES OF THE LIPPIN COMMUNITY PROPERTY
TRUST DATED AUGUST 1, 2015**

By: 
RICHARD B. LIPPIN
Trustee

By: 
SALLY HIGHTOWER LIPPIN
Trustee

Date: 10/28/2020

Date: 10/28/2020

Project: Tachevah Creek Detention Dam
Project No. 6-0-00050
RCFC Parcel No. 6050-4D
APN 505-141-005 (portion)

MCR:rlp
10/13/20

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

EXHIBIT "A"

LEGAL DESCRIPTION

TACHEVAH CREEK DETENTION DAM

APN: 505-141-005

In the City of Palm Springs, County of Riverside, State of California, being that portion of Lot 32, Tract No. 2094, filed in book 30, pages 91 and 92 of Maps, records of said county, described as follows:

Beginning at the southeast corner of said Lot 32;

Thence North 88°35'47" West 22.62 feet along the southerly line of said Lot 32 to the easterly line of Parcel 6050-4 as shown on Record of Survey, filed in Book 42 Pages 43 through 48, inclusive, of Records of Survey, records of said County;

Thence North 00°25'08" West 120.04 feet along said easterly line to the northerly line of said Lot 32;

Thence South 88°36'10" East 23.97 feet along said northerly line to the northeast corner of said Lot 32;

Thence South 00°13'24" West 120.01 feet along the easterly line of said Lot 32 to the **Point of Beginning**.

Containing 2,795 square feet / 0.064 acres more or less.

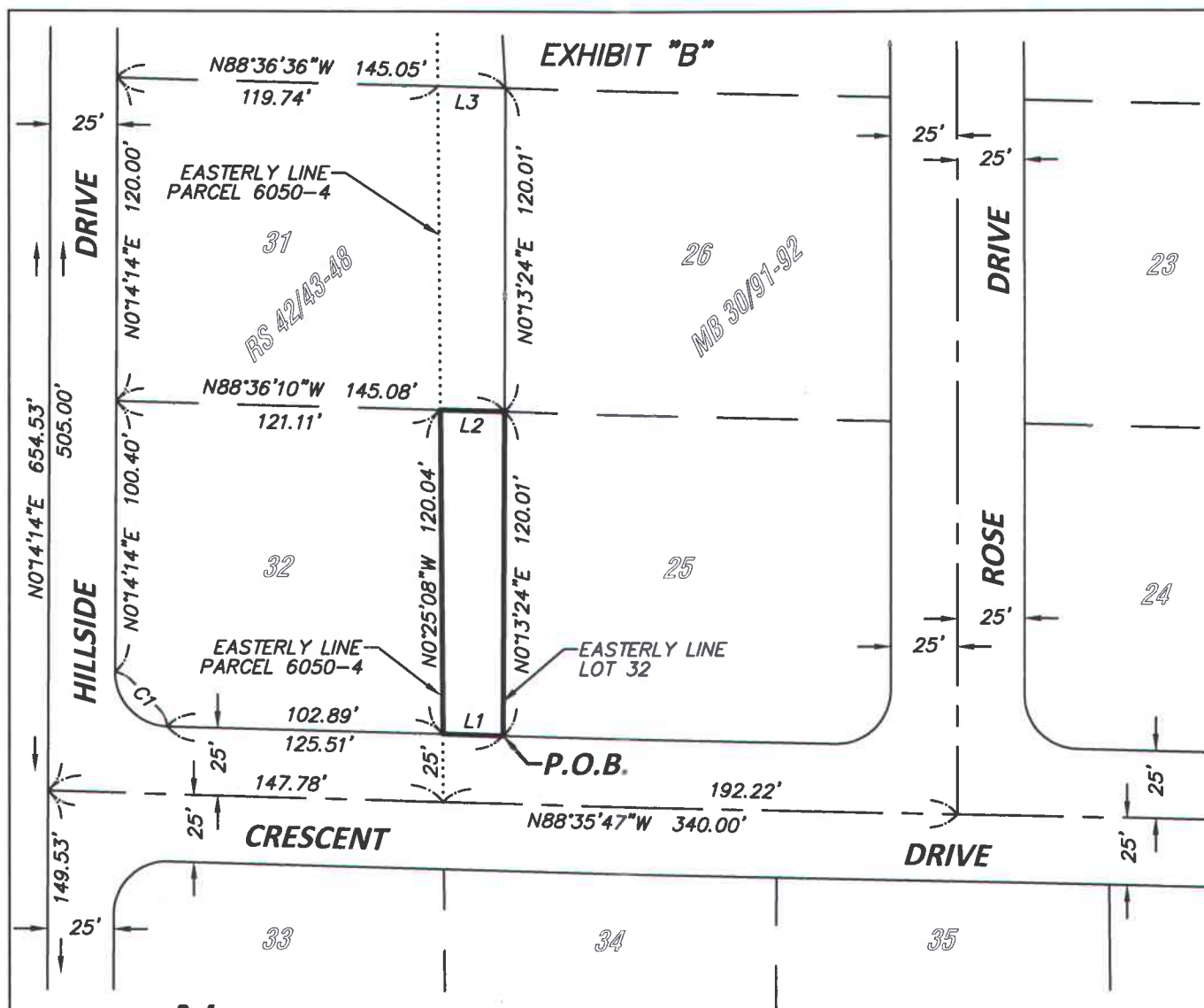
See Exhibit "B" attached hereto and made a part hereof.




JAMES R. McNEILL

Land Surveyor No. 7752

Date: 6/22/2020



GRAPHIC SCALE



1 INCH = 60 FEET

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°35'47"W	22.62'
L2	S88°36'10"E	23.97'
L3	N88°36'36"W	25.31'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	Δ=88°51'00"	20.00'	31.01'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	TACHEVAH CREEK DETENTION DAM	SCALE 1" = 60'	DRAWN BY JRR
RCFC-WCD PARCEL NUMBER(S):	NOT APPLICABLE	DATE 06/18/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00050	SHEET NO.	1 OF 1

EXHIBIT "C"

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

NO FEE (GOV. CODE 6103)

Project: Tachevah Creek Detention Dam
 Project No. 6-0-00050
 RCFC Parcel No. 6050-4D
 APN 505-141-005 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
 DOCUMENTARY TRANSFER TAX \$ _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, ("Grantor") grants to **RICHARD B. LIPPIN AND SALLY HIGHTOWER LIPPIN, as Trustees of the Lippin Community Property Trust DTD August 1, 2015**, ("Grantee") the real property in the city of Palm Springs, County of Riverside, State of California, as described in Exhibit "A" and as shown in Exhibit "B" attached hereto and made a part hereof.

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

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

(Notary Attached)

APN: 505-141-005 (portion)

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, _____ before me, _____, Board Assistant, personally appeared Karen Spiegel, Chairwoman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

KECIA R. HARPER

Clerk of the Board of Supervisors

By: _____
Deputy

(Seal)

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

EXHIBIT "A"

LEGAL DESCRIPTION

TACHEVAH CREEK DETENTION DAM

APN: 505-141-005

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Beginning at the southeast corner of said Lot 32;

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Thence South $88^{\circ}36'10''$ East 23.97 feet along said northerly line to the northeast corner of said Lot 32;

Thence South $00^{\circ}13'24''$ West 120.01 feet along the easterly line of said Lot 32 to the **Point of Beginning**.

Containing 2,795 square feet / 0.064 acres more or less.

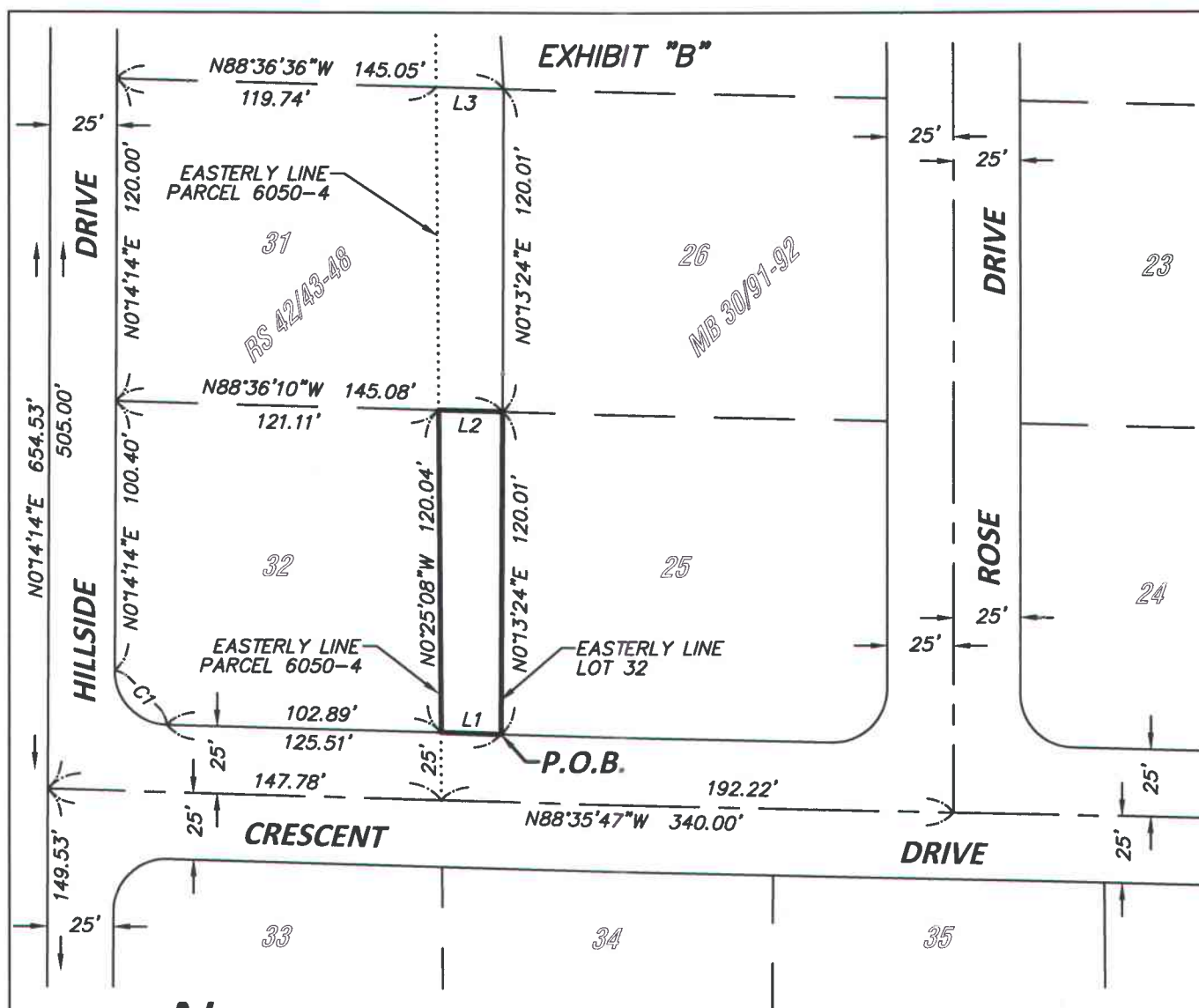
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JAMES R. McNEILL

Land Surveyor No. 7752

Date: 6/22/2020



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RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	TACHEVAH CREEK DETENTION DAM	SCALE 1" = 60'	DRAWN BY JRR
RCFC-WCD PARCEL NUMBER(S):	NOT APPLICABLE	DATE 06/18/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00050	SHEET NO.	1 OF 1

Project: Tachevah Creek Detention Dam
 Project No. 6-0-00050
 RCFC Parcel No. 6050-4C
 APN 505-141-005 (portion)

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 23 day of March 2021 by and between STEPHEN PHILIP SAPUNOR AND ALLISON BETH SAPUNOR, TRUSTEES AND TO THE SUCCESSOR TRUSTEES OF THE STEPHEN AND ALLISON SAPUNOR TRUST DTD 01/12/2010, (hereinafter called "BUYER") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "SELLER") for acquisition by BUYER from SELLER of certain real property interest within the area of the Tachevah Creek Detention Dam Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. SELLER is the owner of vacant real property located in the County of Riverside, State of California, consisting of approximately 2,956 square feet of vacant land in the city of Palm Springs, County of Riverside, State of California, identified as RCFC Parcel No. 6050-4C as to a portion of Assessor's Parcel Number (APN) 505-141-005 (SELLER's PROPERTY).
- B. SELLER desires to sell and relinquish, and BUYER desires to purchase SELLER's PROPERTY as specifically described herein and pursuant to the terms and conditions herein this Agreement.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell and relinquish to BUYER, and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following interest in real property located in the city of Palm Springs, County of Riverside, State of California, identified as RCFC Parcel No. 6050-4C, as a portion of APN 505-141-005, consisting of approximately 2,956 square feet of vacant land.

Said above-listed interests in real property will hereinafter be collectively referred to as the "SELLER's PROPERTY".

The 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 to be paid by BUYER is TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00) (Purchase Price). All payments specified in this section shall be made in legal tender, by cash, cashier's check or wire transfer.

3. SOLD IN "AS-IS" CONDITION. BUYER acknowledges that RCFC Parcel 6050-4C is sold and relinquished in "as-is" condition, 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 RCFC Parcel 6050-4C except expressly stated in this Agreement.
4. RECORDATION AND NECESSARY INSTRUMENTS. Upon the approval of this Agreement by the Board of Supervisors of DISTRICT, SELLER shall cause recordation of the Grant Deed (Exhibit "C") in the Official Records of the County of Riverside once BUYER has submitted payment of the Purchase Price and SELLER has verified receipt thereof. BUYER and SELLER shall provide any additional instruments as may be necessary to complete these transactions. BUYER and SELLER hereby agree to cooperate with the execution of all documents necessary to complete the transfer and relinquishment of RCFC Parcel 6050-4C.
5. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the SELLER's PROPERTY at all reasonable times prior to close of this transaction for the sole purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days advance notice to SELLER prior to such entry. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents, and representatives free and harmless from and against any and all liability, loss, damages, and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the SELLER's PROPERTY pursuant to this Section 5. BUYER shall not store any personal property, facilities, tools, and equipment on portions of the SELLER's PROPERTY that is not on SELLER's PROPERTY. If BUYER fails to acquire the Property due to BUYER's default, this license will terminate upon the termination of BUYER's right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools, and equipment from SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from SELLER's PROPERTY within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools, and equipment from SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools, and equipment from SELLER's PROPERTY after entering the SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 5, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
6. POSSESSION UPON CONSUMMATION OF TRANSACTION. The right of possession and use of SELLER's PROPERTY conveyed through this transaction by BUYER, including the right to use, remove and dispose of improvements, shall commence upon the full execution of this Agreement by the Parties.
7. WARRANTIES AND REPRESENTATIONS. The Parties make the following representations and warranties and that all such representations and warranties are to be true and correct as of the 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, carry out its obligations hereunder (which are, or at the consummation of this transaction will be legal, valid, and binding obligations respectively of each party) and can consummate the transaction contemplated herein. SELLER further warrants that it owns free and clear of all encumbrances, and may sell and relinquish, such RCFC Parcel 6050-4C.

8. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.
9. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) seven (7) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. Notices shall be addressed as provided below for the respective Party. The parties agree, however, that if any Party gives notice in writing of a change of name or address to the other Party, notices to such Party shall thereafter be given as demanded in that notice:

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

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

BUYER: Mr. Stephen Sapunor
Mrs. Allison Sapunor
922 S Windsor Boulevard
Los Angeles, CA 90019

10. MISCELLANEOUS.

- A. Further Assurances. Each party shall, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged, or delivered any and all such further instruments and documents as may be necessary or proper, in the

reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement by delivering written notice thereof to the defaulting Party.
- C. 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 who 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.

11. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

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


//
//
//

[Signatures on following page]

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

(SELLER)

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

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

Date: 4 MAR 21

Date: 03-23-2021

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: 
WESLEY W. STANFIELD
Deputy County Counsel

By: 

Date: 3/11/2021

Date: 03-23-2021

(BUYER)

**STEPHEN PHILIP SAPUNOR AND ALLISON BETH SAPUNOR,
TRUSTEES AND TO THE SUCCESSOR TRUSTEES
OF THE ~~STEPHEN AND ALLISON SAPUNOR TRUST DTD 01/12/2010~~**

4/5
AS

By: 
STEPHEN PHILIP SAPUNOR
Trustee

By: 
ALLISON BETH SAPUNOR
Trustee

Date: 10/19/2020

Date: 10/19/2020

Project: Tachevah Creek Detention Dam
Project No. 6-0-00050
RCFC Parcel No. 6050-4C
APN 505-141-005 (portion)

MCR:rlp
10/07/20

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

EXHIBIT "A"

LEGAL DESCRIPTION

TACHEVAH CREEK DETENTION DAM

APN: 505-141-005

In the City of Palm Springs, County of Riverside, State of California, being that portion of Lot 31, Tract No. 2094, filed in book 30, pages 91 and 92 of Maps, records of said county, described as follows:

Beginning at the southeast corner of said Lot 31;

Thence North 88°36'10" West 23.97 feet along the southerly line of said Lot 31 to the easterly line of Parcel 6050-4 as shown on Record of Survey, filed in Book 42 Pages 43 through 48, inclusive, of Records of Survey, records of said County;

Thence North 00°25'08" West 120.04 feet along said easterly line to the northerly line of said Lot 31;

Thence South 88°36'36" East 25.31 feet along said northerly line to the northeast corner of said Lot 31;

Thence South 00°13'24" West 120.01 feet along the easterly line of said Lot 31 to the **Point of Beginning**.

Containing 2,956 square feet / 0.068 acres more or less.

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





JAMES R. McNEILL

Land Surveyor No. 7752

Date: 6/22/2020

GRAPHIC SCALE

0' 60' 120'



1 INCH = 60 FEET

EXHIBIT "C"

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

NO FEE (GOV. CODE 6103)

Project: Tachevah Creek Detention Dam
 Project No. 6-0-00050
 RCFC Parcel No. 6050-4C
 APN 505-141-005 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
 DOCUMENTARY TRANSFER TAX \$ _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic** ("Grantor") grants to **STEPHEN PHILIP SAPUNOR AND ALLISON BETH SAPUNOR, TRUSTEES AND TO THE SUCCESSOR TRUSTEES OF THE STEPHEN AND ALLISON SAPUNOR TRUST DTD 01/12/2010** ("Grantee") the real property in the city of Palm Springs, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

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

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

(Notary Attached)

APN: 505-141-005 (portion)

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 _____, 2020, before me, _____, Board Assistant, personally appeared Karen Spiegel, Chairwoman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

Kecia Harper
Clerk of the Board of Directors

By: _____
Deputy

(Seal)

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

EXHIBIT "A"

LEGAL DESCRIPTION

TACHEVAH CREEK DETENTION DAM

APN: 505-141-005

In the City of Palm Springs, County of Riverside, State of California, being that portion of Lot 31, Tract No. 2094, filed in book 30, pages 91 and 92 of Maps, records of said county, described as follows:

Beginning at the southeast corner of said Lot 31;

Thence North 88°36'10" West 23.97 feet along the southerly line of said Lot 31 to the easterly line of Parcel 6050-4 as shown on Record of Survey, filed in Book 42 Pages 43 through 48, inclusive, of Records of Survey, records of said County;

Thence North 00°25'08" West 120.04 feet along said easterly line to the northerly line of said Lot 31;

Thence South 88°36'36" East 25.31 feet along said northerly line to the northeast corner of said Lot 31;

Thence South 00°13'24" West 120.01 feet along the easterly line of said Lot 31 to the **Point of Beginning**.

Containing 2,956 square feet / 0.068 acres more or less.

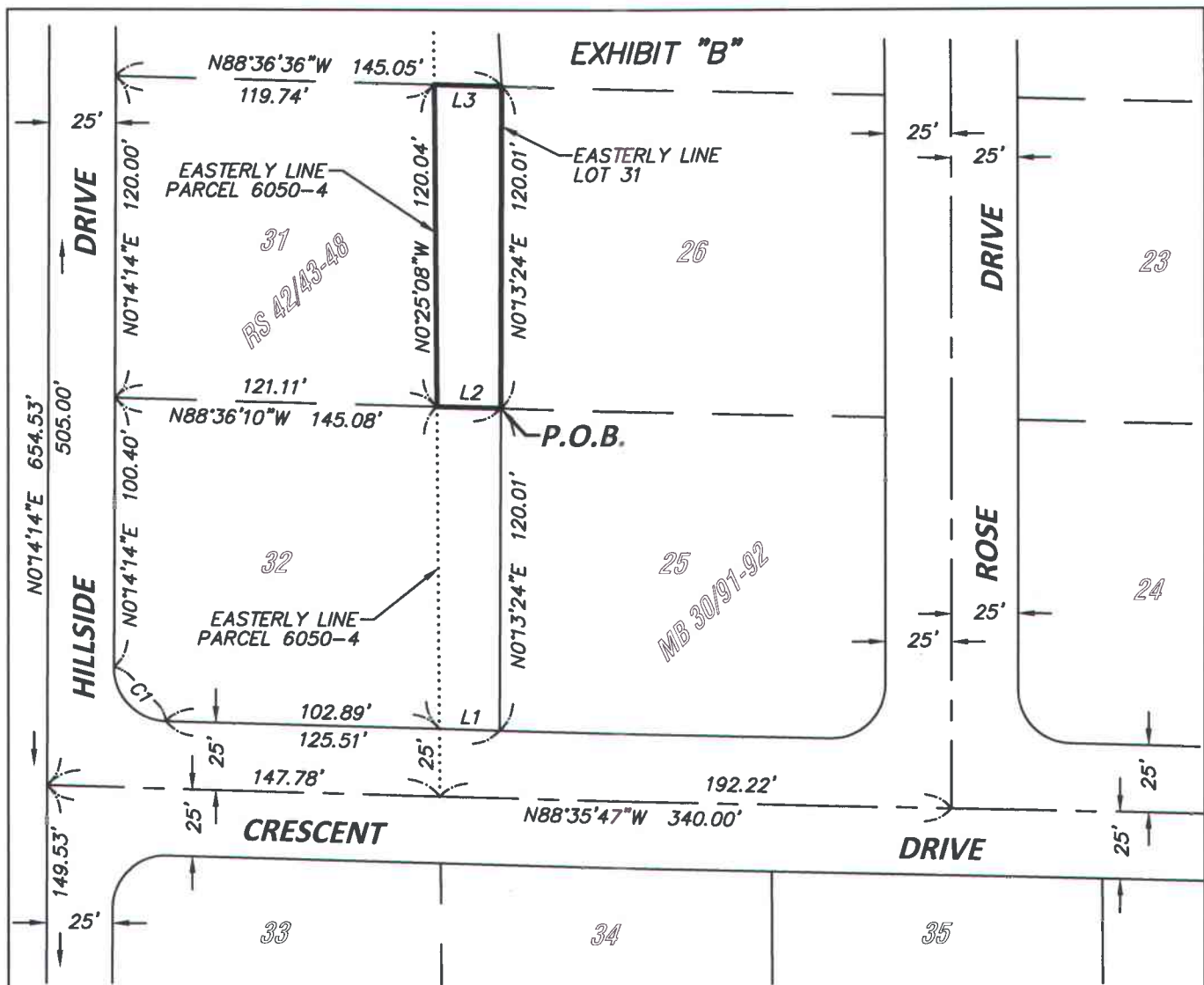
See Exhibit "B" attached hereto and made a part hereof.




JAMES R. McNEILL

Land Surveyor No. 7752

Date:  6/22/2020



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	TACHEVAH CREEK DETENTION DAM	SCALE 1" = 60'	DRAWN BY JRR
RCFC-WCD PARCEL NUMBER(S):	NOT APPLICABLE	DATE 06/18/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00050	SHEET NO.	1 OF 1

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

COPY

to be filed by Flood

NO FEE (GOV. CODE 6103)

Project: Tachevah Creek Detention Dam
 Project No. 6-0-00050
 RCFC Parcel No. 6050-4D
 APN 505-141-005 (portion)

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, ("Grantor") grants to **RICHARD B. LIPPIN AND SALLY HIGHTOWER LIPPIN, as Trustees of the Lippin Community Property Trust DTD August 1, 2015**, ("Grantee") the real property in the city of Palm Springs, County of Riverside, State of California, as described in Exhibit "A" and as shown in Exhibit "B" attached hereto and made a part hereof.

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

Date: 03.23.2021

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

ATTEST:

KECIA R. HARPER
 Clerk of the Board of Supervisors

By: Pliscia Pass
 Deputy

(Notary Attached)

APN: 505-141-005 (portion)

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, March 23, 2024 before me, Priscilla Rasso, Board Assistant, personally appeared Karen Spiegel, Chairwoman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

KECIA R. HARPER

Clerk of the Board of Supervisors

By:

Priscilla Rasso
Deputy

(Seal)

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

TACHEVAH CREEK DETENTION DAM

APN: 505-141-005

In the City of Palm Springs, County of Riverside, State of California, being that portion of Lot 32, Tract No. 2094, filed in book 30, pages 91 and 92 of Maps, records of said county, described as follows:

Beginning at the southeast corner of said Lot 32;

Thence North $88^{\circ}35'47''$ West 22.62 feet along the southerly line of said Lot 32 to the easterly line of Parcel 6050-4 as shown on Record of Survey, filed in Book 42 Pages 43 through 48, inclusive, of Records of Survey, records of said County;

Thence North $00^{\circ}25'08''$ West 120.04 feet along said easterly line to the northerly line of said Lot 32;

Thence South $88^{\circ}36'10''$ East 23.97 feet along said northerly line to the northeast corner of said Lot 32;

Thence South $00^{\circ}13'24''$ West 120.01 feet along the easterly line of said Lot 32 to the **Point of Beginning**.

Containing 2,795 square feet / 0.064 acres more or less.

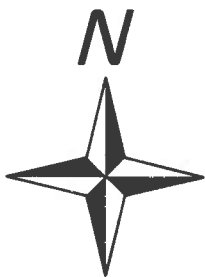
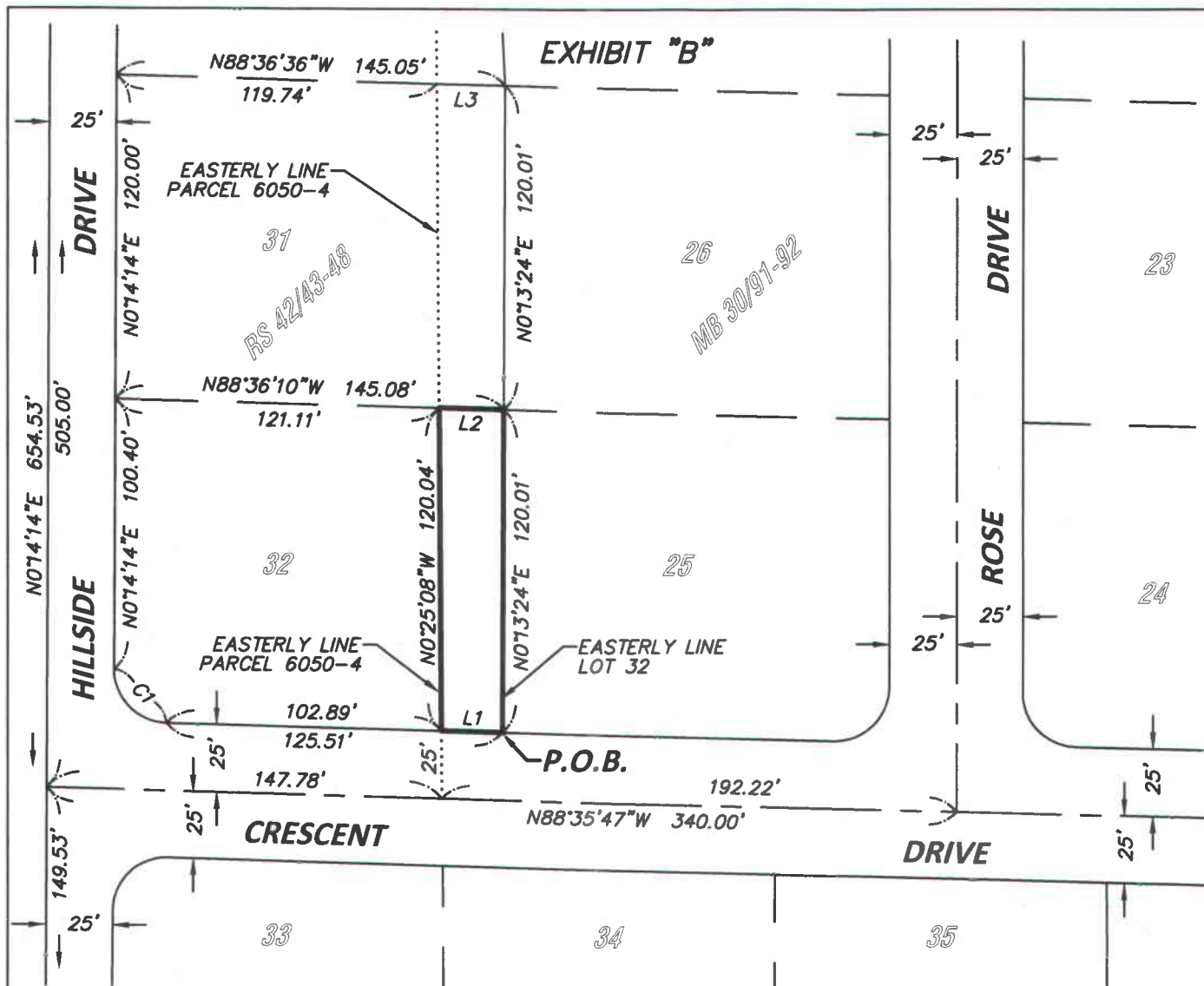
See Exhibit "B" attached hereto and made a part hereof.




JAMES R. McNEILL

Land Surveyor No. 7752

Date: 6/22/2020



GRAPHIC SCALE



1 INCH = 60 FEET

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°35'47"W	22.62'
L2	S88°36'10"E	23.97'
L3	N88°36'36"W	25.31'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	Δ=88°51'00"	20.00'	31.01'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	TACHEVAH CREEK DETENTION DAM	SCALE 1" = 60'	DRAWN BY JRR
RCFC-WCD PARCEL NUMBER(S):	NOT APPLICABLE	DATE 06/18/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00050	SHEET NO.	1 OF 1

1 **BOARD OF SUPERVISORS****RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**4 **RESOLUTION NO. F2021-14**

5 **AUTHORIZATION TO SELL FEE SIMPLE INTERESTS OF DISTRICT-OWNED REAL**
 6 **PROPERTY LOCATED IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE,**
 7 **PORTIONS OF ASSESSOR'S PARCEL NUMBER 505-141-005, TACHEVAH CREEK DETENTION**
 8 **DAM, PROJECT NO. 6-0-00050; APPROVAL OF THE AGREEMENT FOR PURCHASE**
 9 **AND SALE OF REAL PROPERTY WITH STEPHEN PHILIP SAPUNOR AND ALLISON BETH**
 10 **SAPUNOR, TRUSTEES AND TO THE SUCCESSOR TRUSTEES OF THE STEPHEN AND**
 11 **ALLISON SAPUNOR TRUST DTD 1/12/2010 AND APPROVAL OF THE AGREEMENT FOR**
 12 **PURCHASE AND SALE OF REAL PROPERTY WITH RICHARD B. LIPPIN AND SALLY**
 13 **HIGHTOWER LIPPIN AS TRUSTEES OF THE LIPPIN COMMUNITY PROPERTY TRUST**
 14 **DATED AUGUST 1, 2015**

15 **WHEREAS**, the Riverside County Flood Control and Water Conservation District (District) owns
 16 certain real property referred to as RCFC Parcel No. 6050-4C, consisting of .068 acre (2,956 sq. ft.) of land,
 17 and 6050-4D, consisting of .064 acre (2,795 sq. ft.) of land, also known as Assessor's Parcel No. 505-141-
 18 005, located in the city of Palm Springs, County of Riverside, (Properties); and

19 **WHEREAS**, the District desires to sell the Properties to the respective adjacent property owners
 20 (Buyers), and the Buyers desire to purchase the Properties by each entering into separate Agreements for
 21 Purchase and Sale of Real Property (Agreements) with the District; and

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

27 **WHEREAS**, on February 2, 2021, the District's Board of Supervisors adopted Resolution No.
 28 F2021-06, declaring the Properties as surplus and no longer necessary to be retained by the District in fee
 for the uses and purposes thereof; and

03.23.2021 11.9

ORIGINAL FILED IN COUNTY CLERK'S OFFICE
 BY:  WESLEY W. STANFIELD
 DATE: 3/16/2021

1 **WHEREAS**, the Properties are exempt surplus land under the California Surplus Land Act pursuant
2 to California Government Code Section 54221(f)(1)(E) because the Properties are former right of way and
3 are being conveyed to owners of the adjacent property; and

4 **WHEREAS**, pursuant to the California Environmental Quality Act (CEQA), the sale of each
5 remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA
6 under State CEQA Guidelines Section 15312, Surplus Government Property Sales, because the proposed
7 action is the sale of exempt surplus remnant parcels of real property that is no longer needed for the use by
8 or purposes of the District, does not have significant values for wildlife habitat or other environmental
9 purposes, and the use of the property and adjacent property has not changed since the time of acquisition
10 by the District;

11 **WHEREAS**, the sale of the Properties is also exempt under Section 15061(b)(3), the Common
12 Sense exemption, as it can be seen with certainty that the project will not have a significant effect on the
13 environment because it is merely the transfer of title to real property of vacant land and does not involve
14 construction activities or an increase in the intensity of use of the site.

15 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by vote of the
16 Board of Supervisors of the District (Board) in regular session assembled on March 23, 2021, in the meeting
17 room of the Board located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
18 Riverside, California, at 9:30 a.m. or soon thereafter, the Board finds the project to be categorically exempt
19 from CEQA under State CEQA Guidelines Section 15312 – Surplus Government Property Sales and
20 exempt under Section 15061(b)(3), the "Common Sense" exemption, because the Properties do not have
21 significant values for wildlife habitat or other environmental purposes. The use of the Properties has not
22 changed since the time of acquisition by the District and the sale of the Properties will not have a significant
23 effect on the environment because the project is merely the transfer of the title to real property of vacant
24 land and does not involve construction or an increase in the intensity of use of the site.

25 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of this Board that
26 this Board authorizes the sale of the exempt Properties, as more particularly described in Exhibits "A" and
27 Exhibits "B", located in the city of Palm Springs.
28

1 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
2 approves the Agreements and authorizes the Chair of the Board to execute the Agreements and Grant Deeds,
3 attached hereto on behalf of the District.

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

7
8 **ROLL CALL:**

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

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

14 Kecia R. Harper, Clerk of said Board

15
16 By  _____

Deputy

EXHIBIT "A"

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

EXHIBIT "A"

LEGAL DESCRIPTION

TACHEVAH CREEK DETENTION DAM

APN: 505-141-005

In the City of Palm Springs, County of Riverside, State of California, being that portion of Lot 31, Tract No. 2094, filed in book 30, pages 91 and 92 of Maps, records of said county, described as follows:

Beginning at the southeast corner of said Lot 31;

Thence North $88^{\circ}36'10''$ West 23.97 feet along the southerly line of said Lot 31 to the easterly line of Parcel 6050-4 as shown on Record of Survey, filed in Book 42 Pages 43 through 48, inclusive, of Records of Survey, records of said County;

Thence North $00^{\circ}25'08''$ West 120.04 feet along said easterly line to the northerly line of said Lot 31;

Thence South $88^{\circ}36'36''$ East 25.31 feet along said northerly line to the northeast corner of said Lot 31;

Thence South $00^{\circ}13'24''$ West 120.01 feet along the easterly line of said Lot 31 to the **Point of Beginning**.

Containing 2,956 square feet / 0.068 acres more or less.

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




JAMES R. McNEILL

Land Surveyor No. 7752

Date: 6/22/2020

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

TACHEVAH CREEK DETENTION DAM

APN: 505-141-005

In the City of Palm Springs, County of Riverside, State of California, being that portion of Lot 32, Tract No. 2094, filed in book 30, pages 91 and 92 of Maps, records of said county, described as follows:

Beginning at the southeast corner of said Lot 32;

Thence North 88°35'47" West 22.62 feet along the southerly line of said Lot 32 to the easterly line of Parcel 6050-4 as shown on Record of Survey, filed in Book 42 Pages 43 through 48, inclusive, of Records of Survey, records of said County;

Thence North 00°25'08" West 120.04 feet along said easterly line to the northerly line of said Lot 32;

Thence South 88°36'10" East 23.97 feet along said northerly line to the northeast corner of said Lot 32;

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Containing 2,795 square feet / 0.064 acres more or less.

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




JAMES R. McNEILL

Land Surveyor No. 7752

Date: 6/22/2020

EXHIBIT "B"

PROJECT NAME:	TACHEVAH CREEK DETENTION DAM	SCALE	1" = 60'	DRAWN BY	JRR
RCFC-WCD PARCEL NUMBER(S):	NOT APPLICABLE	DATE	06/18/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	6-0-00050	SHEET NO.	1 OF 1		

