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



ITEM: 11.9 (ID # 15297) MEETING DATE:

FROM: FLOOD CONTROL DISTRICT:

Tuesday, June 08, 2021

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2021-24, Authorization to Sell the Fee Interest in Real Property and Reserve a Maintenance Easement and Rights of Reversion (RCFC Parcel Nos. 1120-13B, 1120-13C and a Portion of 1120-14A, all Within APN 209-060-023), Located in the City of Riverside, County of Riverside, to AFG Development, LLC by Grant Deed and Reservation of Easement Agreement, Project No. 1-0-00120, Nothing Further is Required Under CEQA, District 2. [\$0] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

- Find that the authorization to sell the fee interest and reservation of a maintenance easement in a portion of Riverside County Flood Control and Water Conservation District (District)-owned real property will not have a significant adverse effect on the environment and that any potentially significant environmental effects have been adequately analyzed in the Environmental Impact Report (EIR) (SCH#2018071058) prepared and certified by the City of Riverside (Lead Agency);
- Adopt Resolution No. F2021-24, Authorization to Sell the Fee Interest in Real Property and Reserve a Maintenance Easement and Rights of Reversion (RCFC Parcel Nos. 1120-13B, 1120-13C and a Portion of 1120-14A, all within APN 209-060-023), Located in the City of Riverside, County of Riverside, to AFG Development, LLC (Developer) by Grant Deed and Reservation of Easement Agreement;

Continued on Page 2

ACTION: 4/5 Vote Required, Policy

ey, GENERAL MOR-CHF FLD CHTRL ENG

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez, and Hewitt

Nays:

None

Absent:

Page 1 of 4

None

Date:

June 8, 2021

XC:

Flood

ID# 15297

Clerk of the Board By:

Kecia R. Harper

11.9

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

RECOMMENDED MOTION: That the Board of Supervisors:

- 3. Approve that certain Agreement for Purchase and Sale of Real Property (Agreement) between the Developer and the District for the Property, and authorize the Chair of the Board of Supervisors for the District to execute the same on behalf of the District;
- 4. Authorize the Chair of the Board of Supervisors for the District (Board) to execute the Grant Deed and Reservation of Easement Agreement in favor of the Developer;
- 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. Authorize the General Manager-Chief Engineer or his designee to execute the Rescission Deed if breach of contract occurs.

Continued on Page 3

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	S: N/A	Budget Adjus	stment: No	
			For Fiscal Ye	ear: 20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND: Summary

On March 30, 2021, the Board adopted Resolution No. F2021-15 [Agenda Item 11.6] providing notice of intention to sell fee interest in real property identified as RCFC Parcel Nos. 1120-13B, 1120-13C, and a portion of 1120-14, all within Assessor's Parcel Number 209-060-023, located in the city of Riverside, County of Riverside (Property). The Property was simultaneously declared to be exempt surplus pursuant to California Government Code 54220 et seq. because, this is a right of way conveyed to an owner of an adjacent property.

The Property is to be sold to the adjacent property owner, AFG Development, LLC, a California limited liability company (Developer), who intends to convert the existing open channel into an underground storm drain (Project) in order to develop the Property. District will reserve a maintenance easement and a right of reversion restriction.

The District has negotiated an Agreement with the Developer to include the fee interest, an easement reservation and the right of reversion. The District will transfer its interest in the Property by a Grant Deed and Reservation of Easement Agreement (GD&REA). Under the terms of the Agreement, the Developer would pay a purchase price of \$93,539.00 and pay for the transfer taxes and recording fees. The Developer engaged an appraiser from the District's approved list to value the property, which resulted in an opinion of value of \$93,539.00 for the fee interest with easement reservation. The District reviewed and concurred with the findings of the appraiser. The reversion restriction ensures that the District will not lose rights should the Developer sell the property or fail to construct the Project.

Pursuant to Water Code Appendix Sections 48-9 and 48-13, the District may dispose of any interest in 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 does not require the fee interest of the Subject Property as an easement for maintenance of flood control facilities is sufficient for District's use and purposes.

California Environmental Quality Act Findings

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

Pursuant to Section 15096 of the California Environmental Quality Act (CEQA) Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the EIR certified by the Lead Agency and independently finds that the EIR adequately covers the above actions. Furthermore, the District finds that no significant adverse impacts will occur as a result of the above actions, and that no further analysis is required under CEQA for the above actions.

Resolution No. F2021-24, the Purchase and Sale Agreement and the Easement Deed and Reservation of Easement Agreement have been approved as to form by County Counsel.

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

Prev. Agn. Ref.: 11.6 of 03/30/2021 MT14757

Impact on Residents and Businesses

There is no fiscal impact to the residents and businesses in the immediate area for this conveyance of fee interest to the Developer while allowing the District to continue operation and maintenance of the channel.

ATTACHMENTS:

- 1. Resolution No. F2021-24
- 2. Vicinity Map
- 3. Purchase and Sale Agreement with the Developer
- 4. Grant Deed and Reservation of Easement Agreement to the Developer

P8\238130 JP:rlp

Jason Farin Principal Management Analyst

6/2/2021 Gregory V. Priantos, Director County Counsel

5/26/2021

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2021-24

AUTHORIZATION TO SELL THE FEE INTEREST IN REAL PROPERTY AND RESERVE A MAINTENANCE EASEMENT AND RIGHTS OF REVERSION (RCFC PARCEL NOS. 1120-13B, 1120-13C AND A PORTION OF 1120-14A, ALL WITHIN APN 209-060-023), LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, TO AFG DEVELOPMENT, LLC BY GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT; PROJECT NO. 1-0-00120

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) owns certain real property known as RCFC Parcel Nos. 1120-13B, 1120-13C and a portion of 1120-14A (Property), which is within the city of Riverside, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 209-060-023; and

WHEREAS, the Property consists of 67,082 square feet of land and is legally described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof; and

WHEREAS, the Property is an improved portion of the University Wash Channel, and the fee interest is not needed by the District with a reservation of a maintenance easement; and

WHEREAS, the Developer, AFG Development, LLC, a California limited liability company (Developer) to the north of the Property desires to purchase the fee interest of Property from the District; and

WHEREAS, the Grant Deed and Reservation of Easement Agreement (GD&REA) will transfer the fee interest, reserve a maintenance easement, and include a Right of Reversion to protect the District's rights should the Developer sell the Property or fail to construct the underground storm drain. In event of breach of contract, the District will record the Recission Deed and revert fee ownership back to the District; and

WHEREAS, on March 30, 2021, the Board of Supervisors of the District (Board) adopted Resolution No. F2021-15 providing notice of the intent to sell the fee interest to the Developer and declaring the fee interest of the Property as Exempt 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, pursuant to the California Water Code Appendix Sections 48-9 and 48-13, Section 9, the District may dispose of any interest in real property within or outside of 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; and

06.08.2021 11.9

1 2

FORM APPROVED COUNTY COUNS

WHEREAS, the District finds that the sale of the fee interest of Property and the reservation of a maintenance easement is in the best interest of the District because the sale of fee interest by the District will terminate ownership liability while retaining maintenance rights for the Channel; and

WHEREAS, the District desires to sell the fee interest of the Property to the Developer while reserving a maintenance easement, and the Developer desires to purchase the fee interest of the Property from the District while District reserves a maintenance easement and enter into that certain Agreement for Purchase and Sale of Real Property between the District and the Developer; and

WHEREAS, pursuant to Section 15096 of the California Environmental Quality Act (CEQA) Statutes and Guidelines, the District, in its limited capacity as a CEQA Responsible Agency, considered the Environmental Impact Report (EIR) certified by the CEQA Lead Agency (City of Riverside) for "The Exchange" project (SCH#2018071058), and the EIR adequately addresses any potential significant adverse impacts that may result from this action and that this action will not have a significant adverse impact on the environment.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board, in regular session assembled on or after June 8, 2021, at or after 9:30 a.m., in its meeting room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based on a review of the proposed actions and its limited role as a CEQA Responsible Agency, independently finds that the EIR certified by the Lead Agency adequately covers the subject actions, and that these actions will not have a significant impact on the environment, and, therefore, nothing further is required under CEQA for these actions.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of this Board that this Board finds that the proposed fee interest conveyance would not unreasonably interfere with the use of the Property for the District's purposes.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes the sale of the fee interest of the Property located in the city of Riverside, County of Riverside, State of California, for the purchase price pursuant to the terms and conditions of the Agreement and to be conveyed by GD&REA.

1	BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board approves
2	the Agreement and the Chair of the Board of Supervisors of the District is given authority to execute the
3	Agreement for the Purchase and Sale of Real Property and the Grant Deed and Reservation of Easement
4	Agreement for the fee interest in real property and reservation of maintenance easement on behalf of the
5	District.
6	BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-
7	Chief Engineer or his designee is authorized to execute any other documents and administer all actions
8	necessary to complete the purchase of the real property and this transaction.
9	BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-
10	Chief Engineer or his designee is authorized to execute the Recission Deed if a breach of contract occurs.
11	
12	ROLL CALL:
13	Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt Nays: None
14	Nays: None Absent: None
15	
16	The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set
17	forth.
18	Kecia R. Harper, Clerk of said Board
19	By Chill SUVA Gasso
20	Deputy
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EXHIBIT "A" LEGAL DESCRIPTION

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-13A AND 1120-13B AS DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 20, 1976 AS INSTRUMENT NO. 139472, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED NOVEMBER 17, 1980 AS INSTRUMENT NO. 214763, TOGETHER WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-14A AS DESCRIBED IN DEED RECORDED MARCH 30, 1988 AS INSTRUMENT NO. 83442, ALSO SHOWN ON THE UNIVERSITY WASH RIGHT OF WAY MAP DRAWING NO. 1-397, RECORDS OF RIVERSIDE COUNTY FLOOD CONTROL, EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL NO. 1120-14A LYING SOUTHERLY OF A LINE REFERRED TO AS COURSE "A" DESCRIBED IN THE GRANT DEED RECORDED MARCH 13, 2017 AS DOCUMENT NO. 2017-0101440, ALL OFFICIAL RECORDS OF SAID COUNTY.

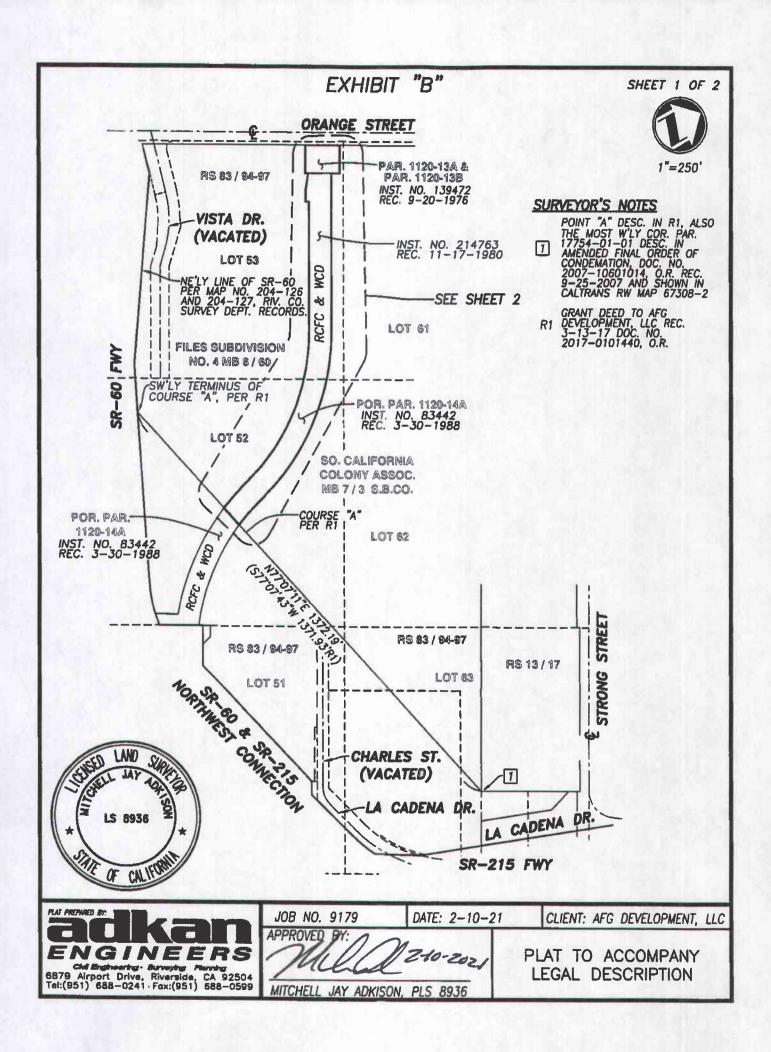
CONTAINING 1.54 ACRES, MORE OR LESS.

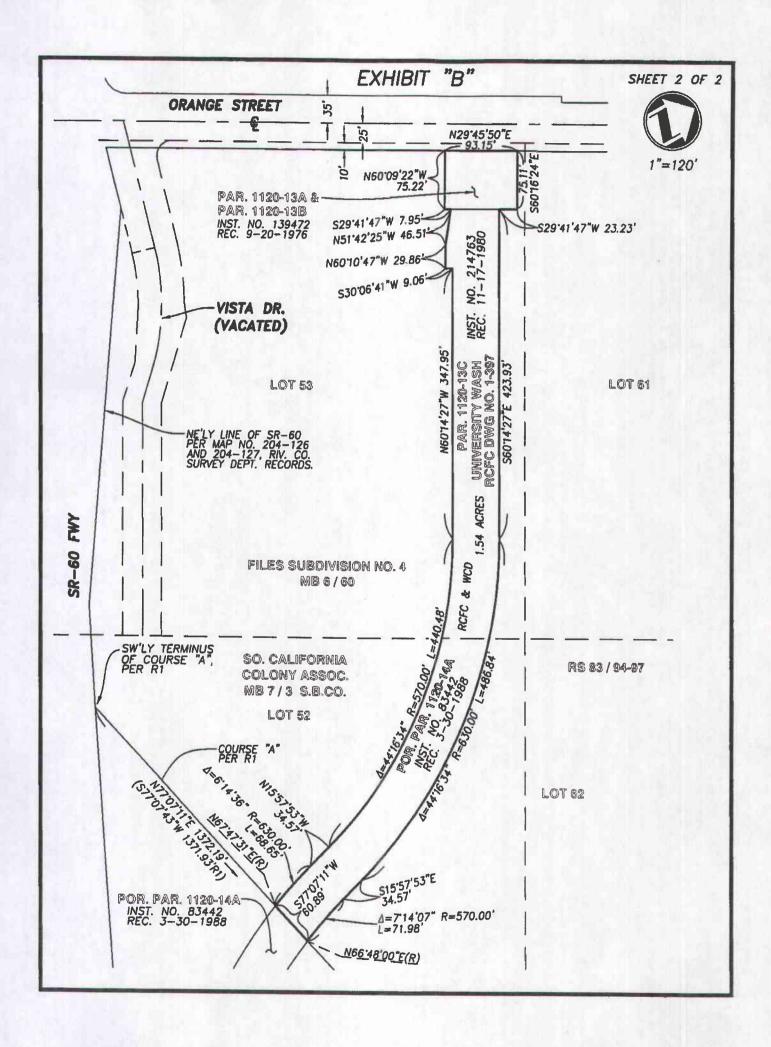
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

2-10-2021

PREPARED BY ME OR UNDER MY DIRECTION:

MITCHELL JAY ADKISON, PLS 8936





Recorded at request of, and return AFG DEVELOPMENT, LLC P.O. Box 52049 Riverside, CA 92517-3049

Sent-to department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

University Wash Channel Project No. 1-0-00120 APN 209-060-023 (portion)

The undersigned grantor(s) declare(s)

RCFC Parcel Nos. 1120-13B, 1120-13C and portion RCFC Parcel No. 1120-14A

GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "Grantor", hereby grants to and conveys to AFG Development, LLC, a California limited liability company, and/or its successors and assigns, hereinafter called "Grantee or Grantee Parties", subject to the terms and conditions set forth below, all that certain real property in the city of Riverside, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

THE REAL PROPERTY IS CONVEYED TO GRANTEE RESERVING unto and for the Grantor:

- 1. An easement for rights to operate and maintain Grantor's existing open channel and future underground storm drain facility for the repair, reconstruction and inspection on these and all appurtenant works, including rights of ingress and egress thereto, over, under and across that real property.
- 2. The right of reversion. Grantee agrees to convert the Grantor's open flood control channel into an underground storm drain facility, adhering to the Grantor's quality standards and within one (1) calendar year of the recording of the separate cooperative agreement between the Grantor, Grantee and the City of Riverside. After said open channel is converted to an underground storm drain facility by Grantee, said underground storm drain facility will be subject to formal approval and acceptance by Grantor, after which, the newly constructed facility will become Grantor's sole and permanent property. Should this condition not be met, this Grant Deed and Reservation of Easement Agreement (Agreement) shall be immediately rescinded via the document entitled Rescission of Grant

Deed and Reservation of Easement Agreement, attached hereto as Exhibit "C" and made a part hereof, and complete ownership shall revert back to Grantor per California Civil Code Div. 3, Part 2, Title 5, Chapter 2, Section 1688 and Civil Code Div. 3, Part 2, Title 5, Chapter 3, Section 1698(a).

Construction referenced in Item 2 shall be guided by the University Area Master Drainage Plan, Line 8-E, Stage 1, regarding Riverside County Flood Control and Water Conservation District Drawing Nos. 1-0749 and 1-0750, attached hereto as Exhibit "D" and made a part hereof. If Grantee is in active construction upon eclipsing the one (1) year deadline or at Grantor's sole discretion in any situation, Grantor has the option to extend above stated one (1) year deadline because of Grantee's attempted compliance with the requirements of Item 2.

Grantor, at Grantor's sole expense, shall maintain easement in a safe condition during the term of this Agreement and shall perform all maintenance in such a manner that will not unreasonably impair or impede Grantee's use of the area (Easement Area). If Grantor desires to access the Easement Area through Grantee's real property, Grantor shall provide Grantee with at least seven (7) days prior written or verbal notice. In case of an emergency, Grantor shall have immediate access to the real property to maintain, repair, modify or reinstall the facilities, provided Grantor provides Grantee with notice as soon as possible after access. If any portion of the real property, including fixtures, suffers any damage by reason of the use of the Easement Area by Grantor or Grantor's employees or contractors, Grantor shall, at its own cost and expense, repair all such damage and restore the real property to as good a condition as before such cause of damage occurred. Any work performed or caused to be performed by Grantor within the Easement Area shall be done in accordance with all applicable rules, laws and regulations.

If any portion of Grantor's facilities suffers any damage by reason of Grantee's or Grantee's employees' or contractors' conduct or use of the real property, Grantee shall indemnify and reimburse Grantor for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantor's facilities to as good condition as before such cause of damage occurred.

If any portion of Grantee's facilities suffer damage by reason of Grantor's or Grantor's employees' or contractors' negligent conduct during use of the Easement Area, Grantor shall indemnify and reimburse Grantee for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantee's facilities to as good a condition as before such cause of damage occurs.

If circumstances necessitate, Grantee shall provide oral, written or electronic notice to seller at least seventy-two (72) hours before Grantee or its authorized agents initially enters upon the reserved easement for any reason. No work shall be performed within the Easement Area without District approval, and such approval shall not be unreasonably withheld.

Grantee agrees to indemnify, defend (by Counsel satisfactory to Grantor) and hold harmless Grantor, its successors and assigns (hereinafter known as Grantor Parties) to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgements, litigation expenses and expert fees) that are incurred by or asserted against Grantor and/or Grantor Parties arising out of or connected in any manner with (i) the acts or omissions to act of Grantee add/or Grantee Parties in connection with the design, construction, operation and repair of

Grantee's facility or arising from the presence or performance activities by Grantee and/or Grantee Parties with respect to the Easement Area or any portion thereof; (ii) bodily injury to or death of any person (including employees of Grantor and/or Grantor Parties) or damage to or loss of use of property resulting from such acts or omissions of Grantee and/or Grantee Parties; or (iii) non-performance or breach by Grantee and/or Grantee Parties of any term or condition of this Agreement.

Should any acts or omissions of both the Grantee and Grantor contribute to the injury or damage, then their responsibility for the injury or damage will be divided between the Parties in proportion to their respective contributions to the injury or damage.

Should Grantee fail to fulfill its obligations as contracted within this Agreement and ownership of property revert back to Grantor, it shall be considered a breach of contract and no reimbursement will be made. However, Grantor shall have the right to pursue and recover any and all warranted damages as governed by the State of California Civil Code, Article 1 – Damages for Breach of Contract.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Riverside County Flood Control and Water Conservation District and AFG Development, LLC have agreed to be bound by the terms of this Grant Deed and Reservation of Easement Agreement and to execute the same with their signatures below:

Grantee:

AFG DEVELOPMENT, LLC,

a California limited liability company

By: __

JIM GUTHRIE

Managing Member

Date: 5-2/-2021

Grantor:

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

By

Karen S. Spiegel KAREN SPIEGEL, Chair,

Riverside County Flood Control and Water Conservation District Board of Supervisors Date: 06.08.2021

ATTESTS:

KECIA HARPER

Clerk of the Board of Supervisors

Donut

NOTARY ACKNOWLEDGMENTS ATTACHED

ACKNOWLEDGMENT

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.

On May 1/1 202 , before me, Wista Chave? a Notary Public, personally appeared _______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:

ignature Krista Cho



Place Notary Seal Above

237718
STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On <u>Yune 8</u>, 2021, before me, <u>Privula Kusso</u>, Board Assistant, personally appeared Karen Spiegel, Chair 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

Deputy

(Seal)

Place Notary Seal Above

EXHIBIT "A" LEGAL DESCRIPTION

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-13A AND 1120-13B AS DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 20, 1976 AS INSTRUMENT NO. 139472, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED NOVEMBER 17, 1980 AS INSTRUMENT NO. 214763, TOGETHER WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-14A AS DESCRIBED IN DEED RECORDED MARCH 30, 1988 AS INSTRUMENT NO. 83442, ALSO SHOWN ON THE UNIVERSITY WASH RIGHT OF WAY MAP DRAWING NO. 1-397, RECORDS OF RIVERSIDE COUNTY FLOOD CONTROL, EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL NO. 1120-14A LYING SOUTHERLY OF A LINE REFERRED TO AS COURSE "A" DESCRIBED IN THE GRANT DEED RECORDED MARCH 13, 2017 AS DOCUMENT NO. 2017-0101440, ALL OFFICIAL RECORDS OF SAID COUNTY.

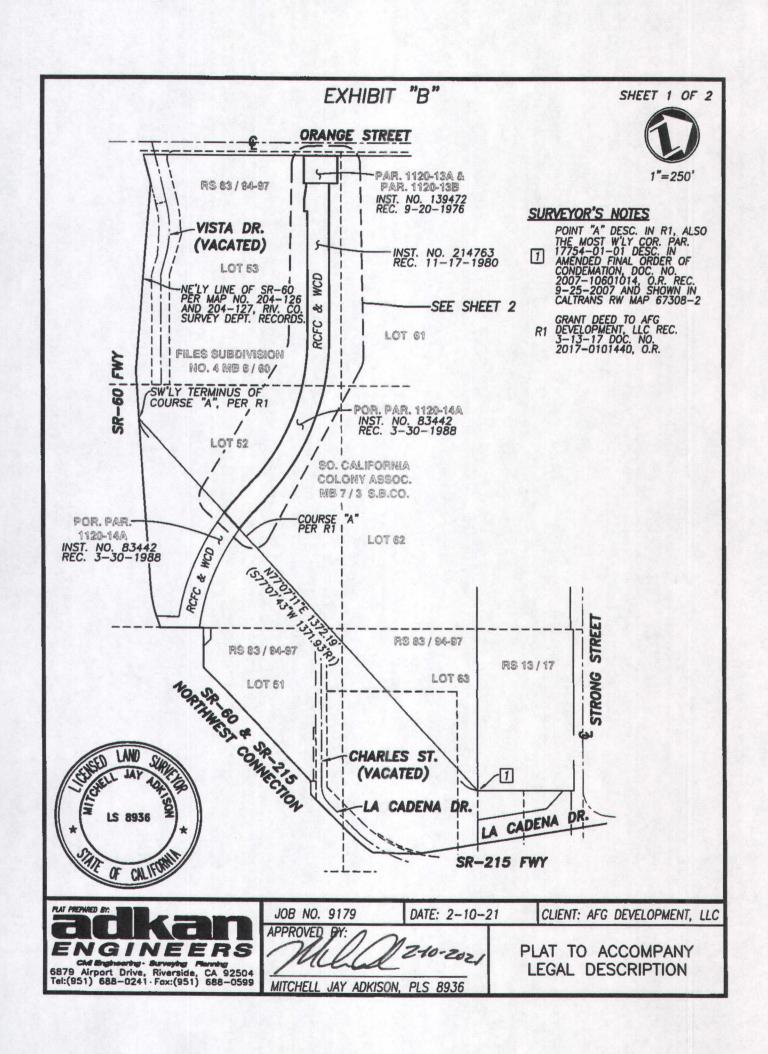
CONTAINING 1.54 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

2-10-2021

PREPARED BY ME OR UNDER MY DIRECTION:

MITCHELL JAY ADKISON, PLS 8936



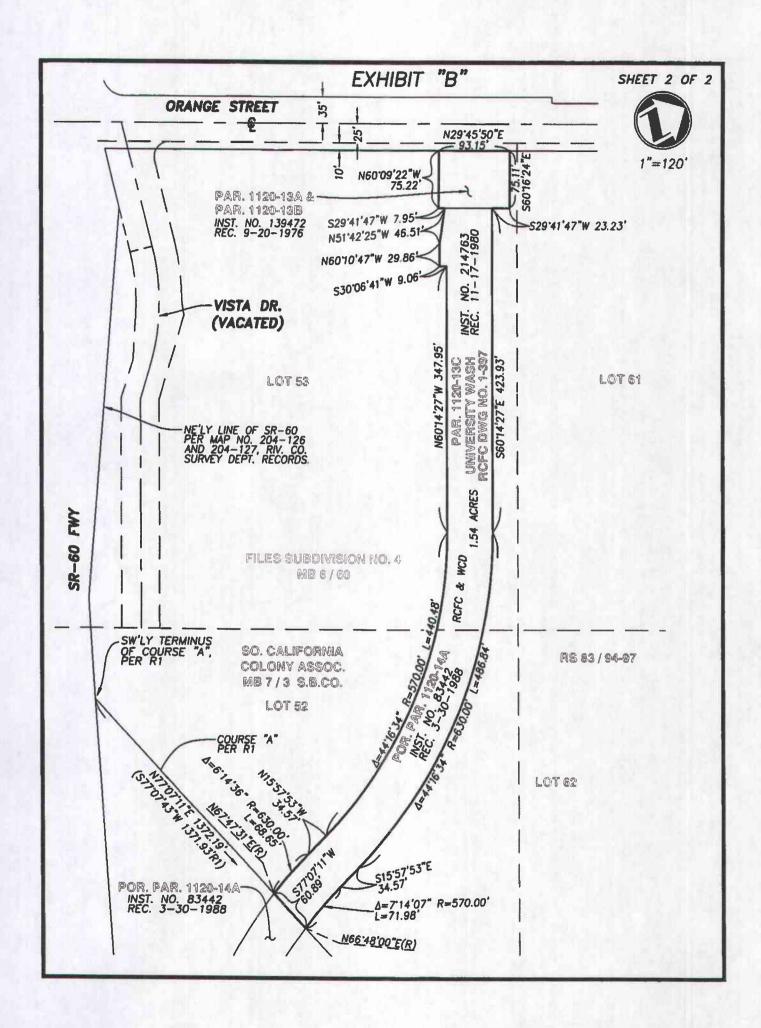


EXHIBIT "C"

Recorded at request of, and return to: Riverside County Flood Control and Water Conservation District 1995 Market Street Riverside, California 92501-1770

NO FEE (GOV. CODE 6103)

Project: University Wash Channel

Project No.: 1-0-00120

SPACE ABOVE THIS LINE FOR RECORDER'S USE DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL ENTITY OR POLITICAL

RCFC Parcel Nos. 1120-13B, 1120-13C and portion RCFC Parcel No. 1120-14A

SUBDIVISION R&T 11922

RESCISSION OF GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT

(Civil Code Section 1688 and 1698(b))

a body corporate and politic, as Grantor Development, LLC, a California limited liab which was recorded on Records of Riverside County, California, is both parties were not accomplished by Grant which was the subject of said conveyance, property ownership would revert back to the	CONTROL AND WATER CONSERVATION DISTRICT, declares that the conveyance of real property to AFG collity company, and/or its successors and assigns, as Grantee, 2021, as Instrument No, in the Official hereby rescinded for the reason that the terms agreed upon by ee. The Grant Deed and Reservation of Easement Agreement, contained specific conditions to be met by the Grantee or Grantor. Said conveyance document was of mutual consent document is attached hereto as Exhibit "A" and made a part
Assessor's Parcel Number 209-060-023	
	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:
Date:	By: JASON E. UHLEY General Manager-Chief Engineer

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)
COUNTY OF RIVERSIDE)
On
WITNESS my hand and official seal.
Notary Signature (Seal)

EXHIBIT "A"

Recorded at request of, and return to: AFG DEVELOPMENT, LLC P.O. Box 52049 Riverside, CA 92517-3049

SPACE ABOVE THIS LINE FOR RECORDER'S USE

University Wash Channel Project No. 1-0-00120 APN 209-060-023 (portion)

The undersigned grantor(s) declare(s)

RCFC Parcel Nos. 1120-13B, 1120-13C and portion RCFC Parcel No. 1120-14A

GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "Grantor", hereby grants to and conveys to AFG Development, LLC, a California limited liability company, and/or its successors and assigns, hereinafter called "Grantee or Grantee Parties", subject to the terms and conditions set forth below, all that certain real property in the city of Riverside, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

THE REAL PROPERTY IS CONVEYED TO GRANTEE RESERVING unto and for the Grantor:

- 1. An easement for rights to operate and maintain Grantor's existing open channel and future underground storm drain facility for the repair, reconstruction and inspection on these and all appurtenant works, including rights of ingress and egress thereto, over, under and across that real property.
- 2. The right of reversion. Grantee agrees to convert the Grantor's open flood control channel into an underground storm drain facility, adhering to the Grantor's quality standards and within one (1) calendar year of the recording of the separate cooperative agreement between the Grantor, Grantee and the City of Riverside. After said open channel is converted to an underground storm drain facility by Grantee, said underground storm drain facility will be subject to formal approval and acceptance by Grantor, after which, the newly constructed facility will become Grantor's sole and permanent property. Should this condition not be met, this Grant Deed and Reservation of Easement Agreement (Agreement) shall be immediately rescinded via the document entitled Rescission of Grant

Deed and Reservation of Easement Agreement, attached hereto as Exhibit "C" and made a part hereof, and complete ownership shall revert back to Grantor per California Civil Code Div. 3, Part 2, Title 5, Chapter 2, Section 1688 and Civil Code Div. 3, Part 2, Title 5, Chapter 3, Section 1698(a).

Construction referenced in Item 2 shall be guided by the University Area Master Drainage Plan, Line 8-E, Stage 1, regarding Riverside County Flood Control and Water Conservation District Drawing Nos. 1-0749 and 1-0750, attached hereto as Exhibit "D" and made a part hereof. If Grantee is in active construction upon eclipsing the one (1) year deadline or at Grantor's sole discretion in any situation, Grantor has the option to extend above stated one (1) year deadline because of Grantee's attempted compliance with the requirements of Item 2.

Grantor, at Grantor's sole expense, shall maintain easement in a safe condition during the term of this Agreement and shall perform all maintenance in such a manner that will not unreasonably impair or impede Grantee's use of the area (Easement Area). If Grantor desires to access the Easement Area through Grantee's real property, Grantor shall provide Grantee with at least seven (7) days prior written or verbal notice. In case of an emergency, Grantor shall have immediate access to the real property to maintain, repair, modify or reinstall the facilities, provided Grantor provides Grantee with notice as soon as possible after access. If any portion of the real property, including fixtures, suffers any damage by reason of the use of the Easement Area by Grantor or Grantor's employees or contractors, Grantor shall, at its own cost and expense, repair all such damage and restore the real property to as good a condition as before such cause of damage occurred. Any work performed or caused to be performed by Grantor within the Easement Area shall be done in accordance with all applicable rules, laws and regulations.

If any portion of Grantor's facilities suffers any damage by reason of Grantee's or Grantee's employees' or contractors' conduct or use of the real property, Grantee shall indemnify and reimburse Grantor for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantor's facilities to as good condition as before such cause of damage occurred.

If any portion of Grantee's facilities suffer damage by reason of Grantor's or Grantor's employees' or contractors' negligent conduct during use of the Easement Area, Grantor shall indemnify and reimburse Grantee for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantee's facilities to as good a condition as before such cause of damage occurs.

If circumstances necessitate, Grantee shall provide oral, written or electronic notice to seller at least seventy-two (72) hours before Grantee or its authorized agents initially enters upon the reserved easement for any reason. No work shall be performed within the Easement Area without District approval, and such approval shall not be unreasonably withheld.

Grantee agrees to indemnify, defend (by Counsel satisfactory to Grantor) and hold harmless Grantor, its successors and assigns (hereinafter known as Grantor Parties) to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgements, litigation expenses and expert fees) that are incurred by or asserted against Grantor and/or Grantor Parties arising out of or connected in any manner with (i) the acts or omissions to act of Grantee add/or Grantee Parties in connection with the design, construction, operation and repair of

Grantee's facility or arising from the presence or performance activities by Grantee and/or Grantee Parties with respect to the Easement Area or any portion thereof; (ii) bodily injury to or death of any person (including employees of Grantor and/or Grantor Parties) or damage to or loss of use of property resulting from such acts or omissions of Grantee and/or Grantee Parties; or (iii) non-performance or breach by Grantee and/or Grantee Parties of any term or condition of this Agreement.

Should any acts or omissions of both the Grantee and Grantor contribute to the injury or damage, then their responsibility for the injury or damage will be divided between the Parties in proportion to their respective contributions to the injury or damage.

Should Grantee fail to fulfill its obligations as contracted within this Agreement and ownership of property revert back to Grantor, it shall be considered a breach of contract and no reimbursement will be made. However, Grantor shall have the right to pursue and recover any and all warranted damages as governed by the State of California Civil Code, Article 1 – Damages for Breach of Contract.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Riverside Constrict and AFG Development, LLC have agreed to Reservation of Easement Agreement and to execute	ounty Flood Control and Water Conservation be bound by the terms of this Grant Deed and the same with their signatures below:
Grantee:	
AFG DEVELOPMENT, LLC, a California limited liability company	
By:	Date:
JIM GUTHRIE Managing Member	
Grantor:	
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic	
By:	Date:
KAREN SPIEGEL, Chair, Riverside County Flood Control and Water Conservation District Board of Supervisors	
ATTESTS:	
KECIA HARPER Clerk of the Board of Supervisors	
By: Deputy	

NOTARY ACKNOWLEDGMENTS ATTACHED

ACKNOWLEDGMENT

signed the document to whic of that document.	er completing this certificate verifies on this certificate is attached, and not to	he truthfulness, accuracy, or validity
STATE OF CALIFORNIA		
COUNTY OF		
Onpersonally appeared	, before me,	, a Notary Public,
The state of the s		
proved to me on the basis of s the within instrument and ac authorized capacity(ies), and the	atisfactory evidence to be the person(eknowledged to me that he/she/they nat by his/her/their signature(s) on the on(s) acted, executed the instrument.	s) whose name(s) is/are subscribed to executed the same in his/her/their instrument the person(s), or the entity
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proved to me on the basis of s the within instrument and ac authorized capacity(ies), and the	eknowledged to me that he/she/they nat by his/her/their signature(s) on the on(s) acted, executed the instrument. I certify under PENALTY	or executed the same in his/her/their instrument the person(s), or the entity OF PERJURY under the laws of the oregoing paragraph is true and correct.

Place Notary Seal Above

237718		
STATE OF CALIF	ORNIA)	
)ss	
COUNTY OF RIVI		
water Conservation to be the person who in his authorized cap	District, State of California, who propose name is subscribed to the within in pacity, and that by his signature on the acted, executed the instrument; and	, Board Assistant, personally isors of the Riverside County Flood Control and ovided to me on the basis of satisfactory evidence instrument and acknowledged to me that the same is instrument the person, or the entity upon behalf that a copy of this paper, document or instrument
I certify under the pois true and correct	enalty of perjury under the laws of th	e State of California that the foregoing paragraph
WITNESS my hand	and official seal	
KECIA HARPER Clerk of the Board of	of Supervisors	
By:Deputy		(Seal)

Place Notary Seal Above

EXHIBIT "A" LEGAL DESCRIPTION

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-13A AND 1120-13B AS DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 20, 1976 AS INSTRUMENT NO. 139472, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED NOVEMBER 17, 1980 AS INSTRUMENT NO. 214763, TOGETHER WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-14A AS DESCRIBED IN DEED RECORDED MARCH 30, 1988 AS INSTRUMENT NO. 83442, ALSO SHOWN ON THE UNIVERSITY WASH RIGHT OF WAY MAP DRAWING NO. 1-397, RECORDS OF RIVERSIDE COUNTY FLOOD CONTROL, EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL NO. 1120-14A LYING SOUTHERLY OF A LINE REFERRED TO AS COURSE "A" DESCRIBED IN THE GRANT DEED RECORDED MARCH 13, 2017 AS DOCUMENT NO. 2017-0101440, ALL OFFICIAL RECORDS OF SAID COUNTY.

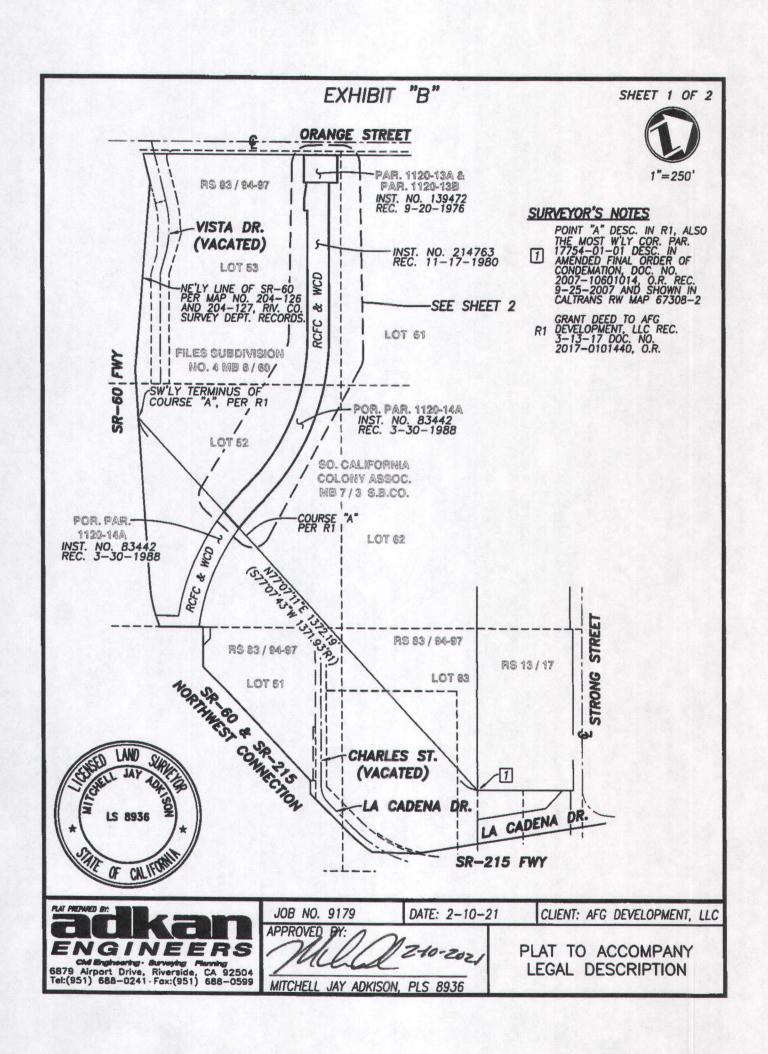
CONTAINING 1.54 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

2-10-2021

PREPARED BY ME OR UNDER MY DIRECTION:

MITCHELL JAY ADKISON, PLS 8936



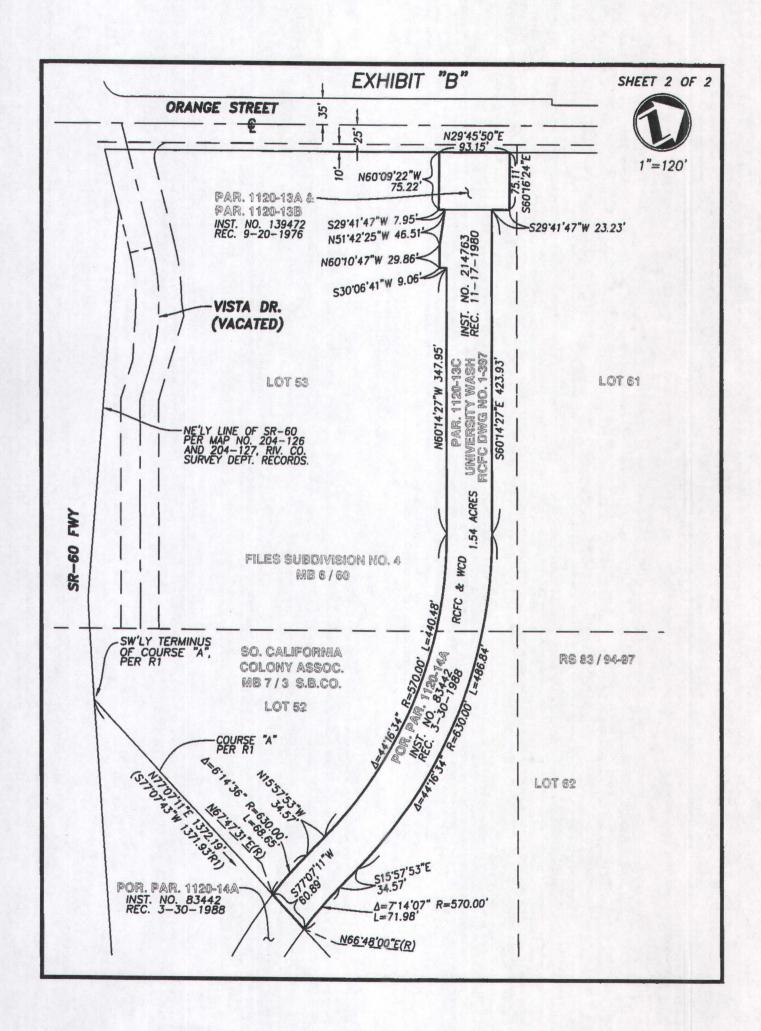
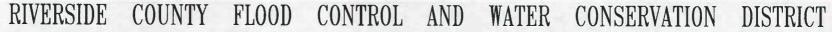
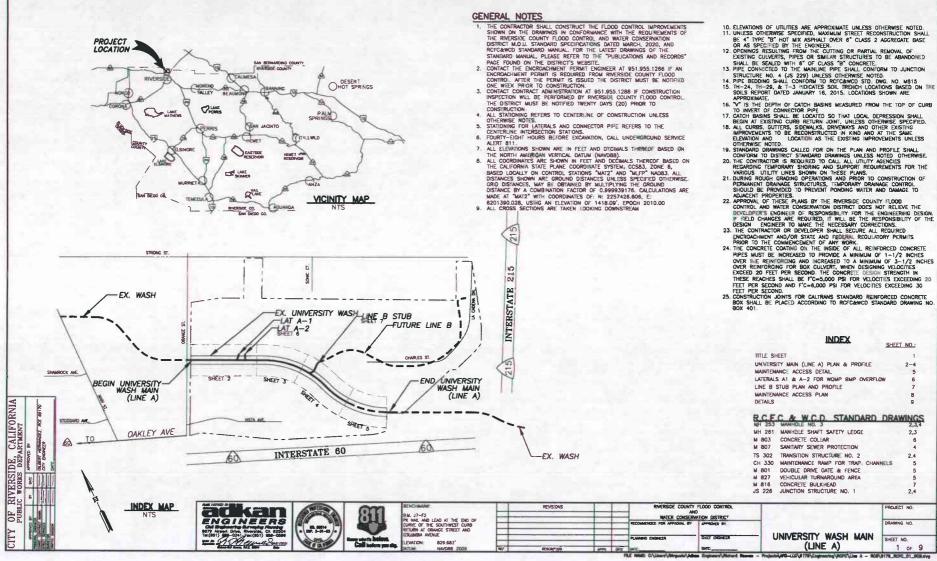
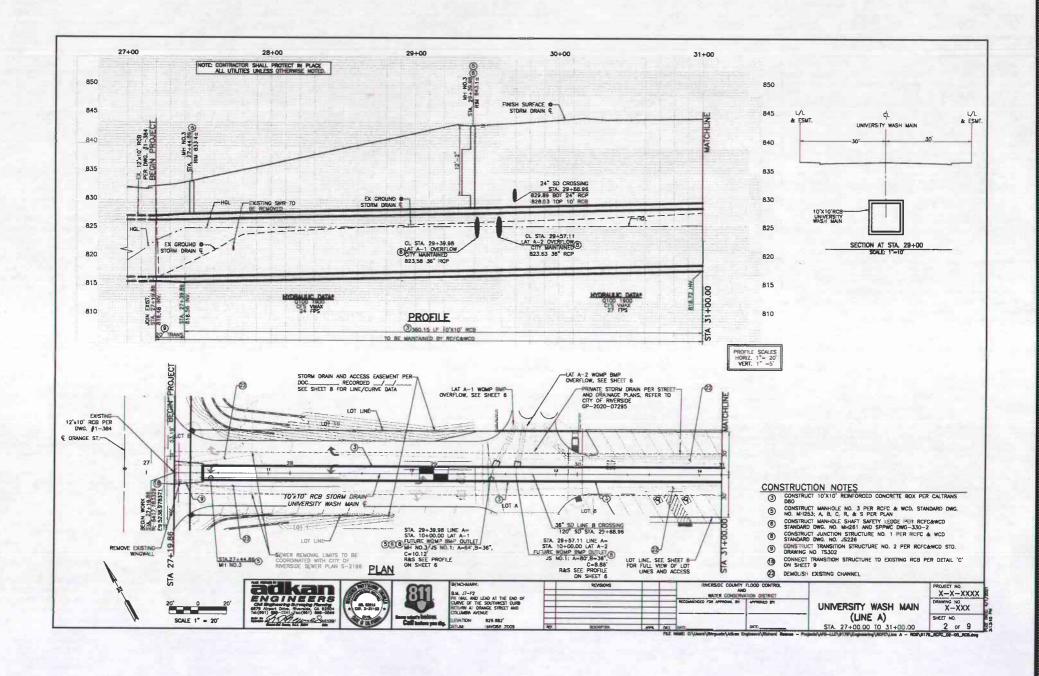
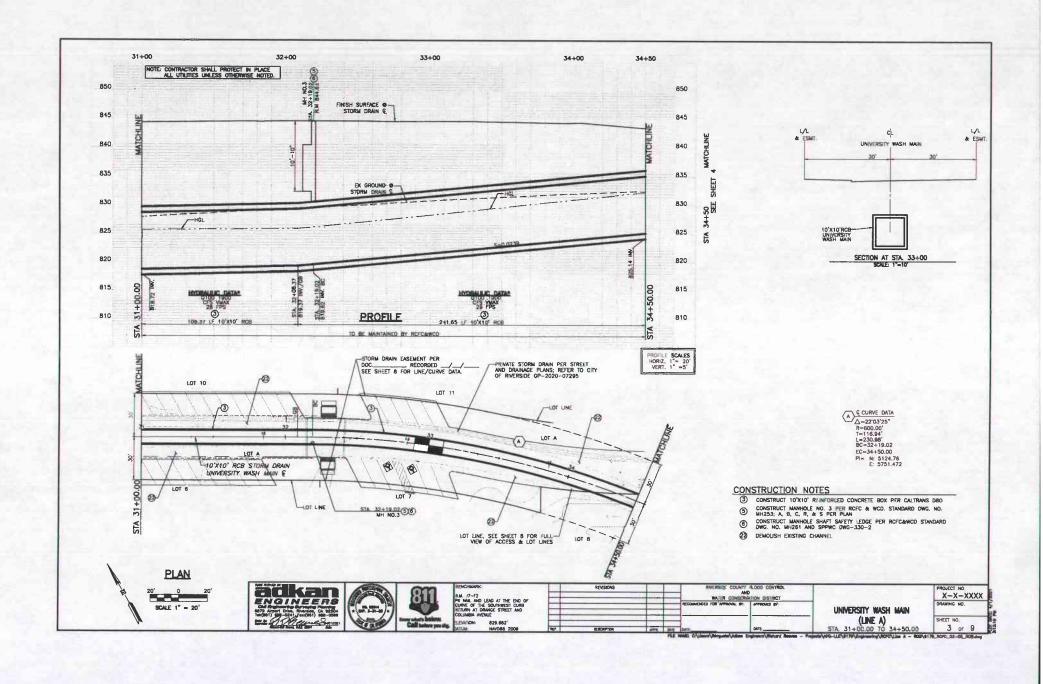


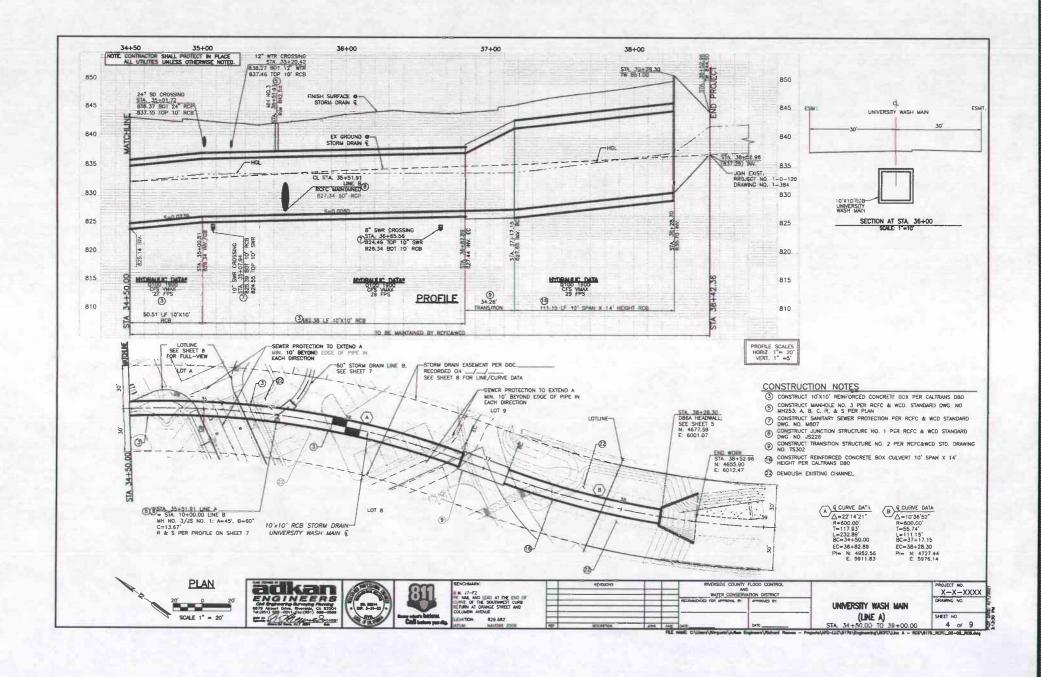
EXHIBIT "D"

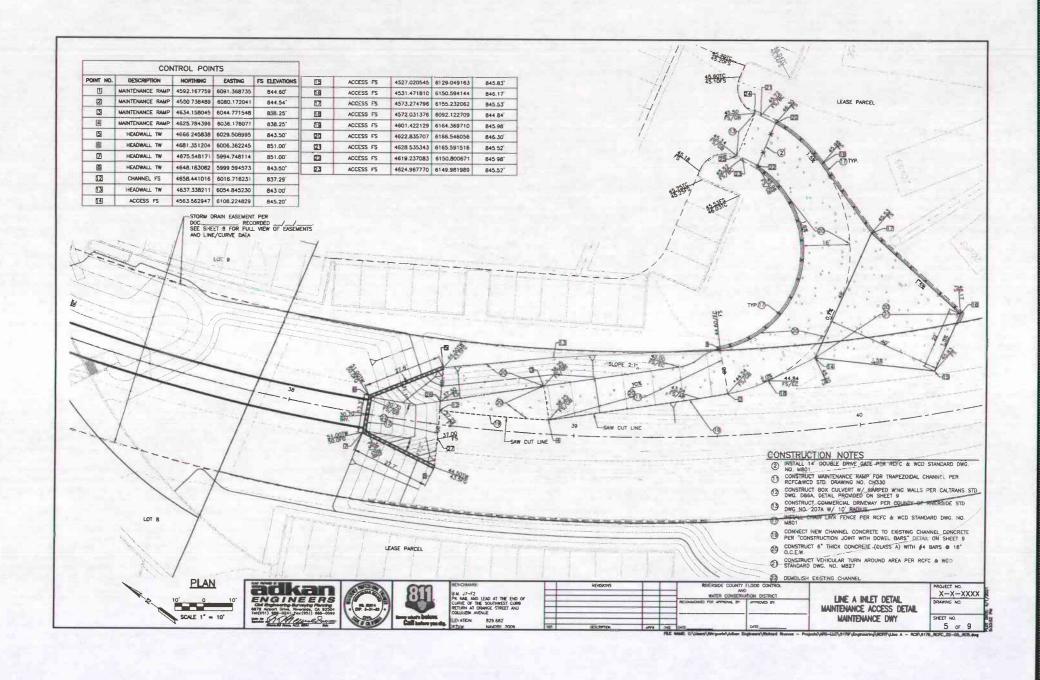


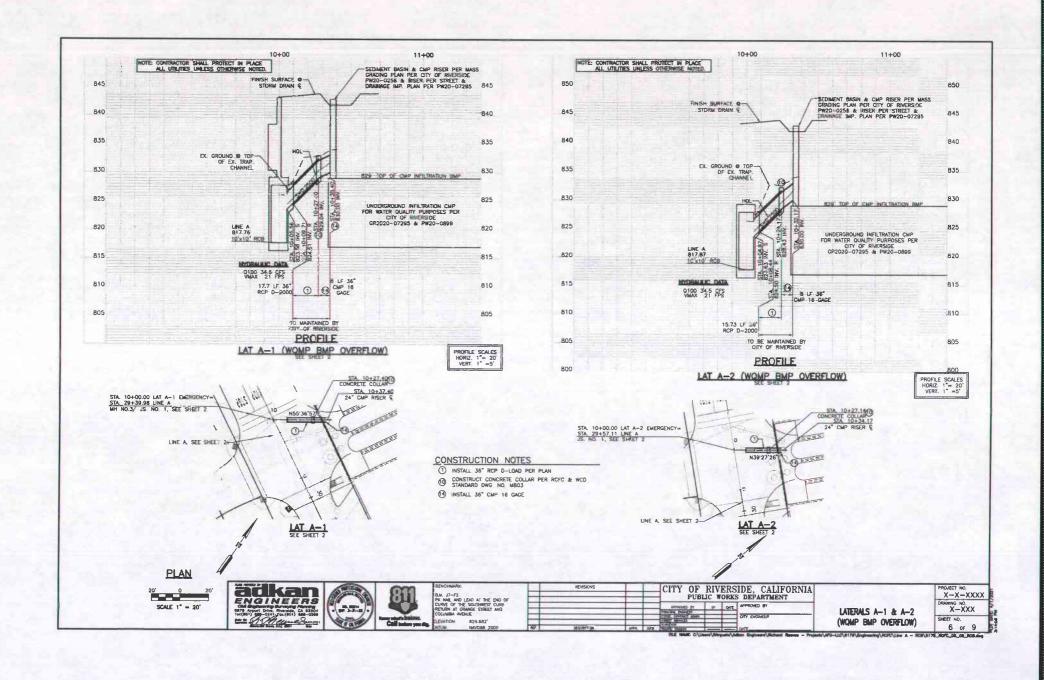


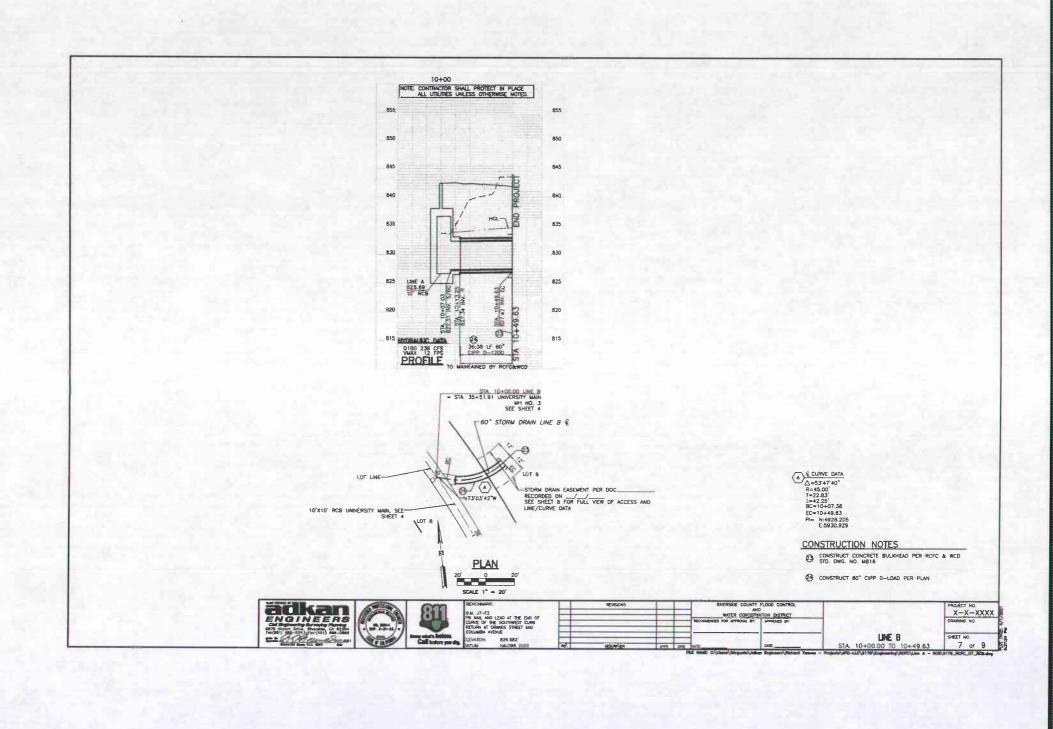


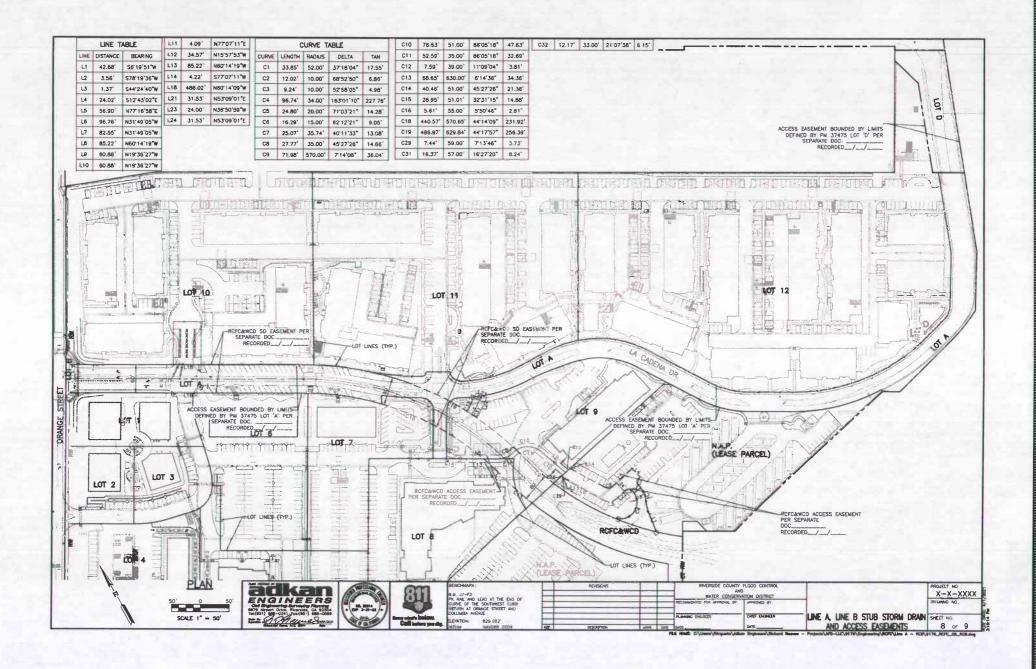


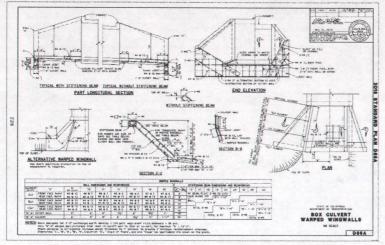




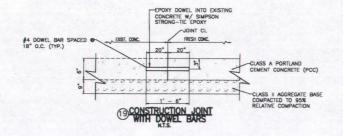


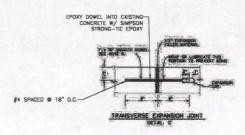






(2) CALTRANS STD. DWG. NO. D86A: BOX CULVERT WARPED WINGWALLS





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(B)CONNECTION TO EXISTING BOX DETAIL 'C' FROM RCFC STD. DWG. BX401





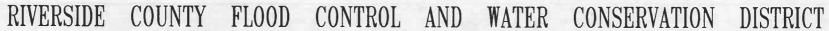


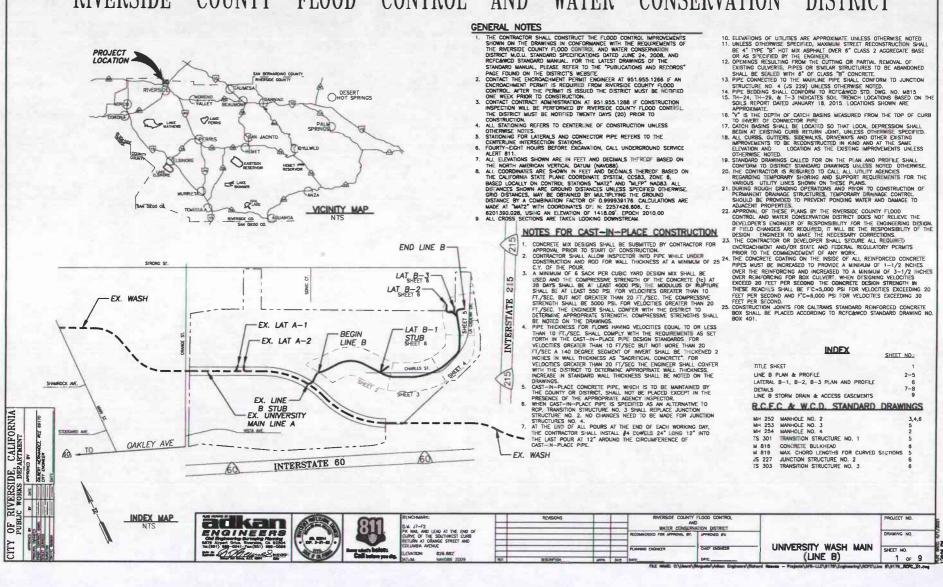
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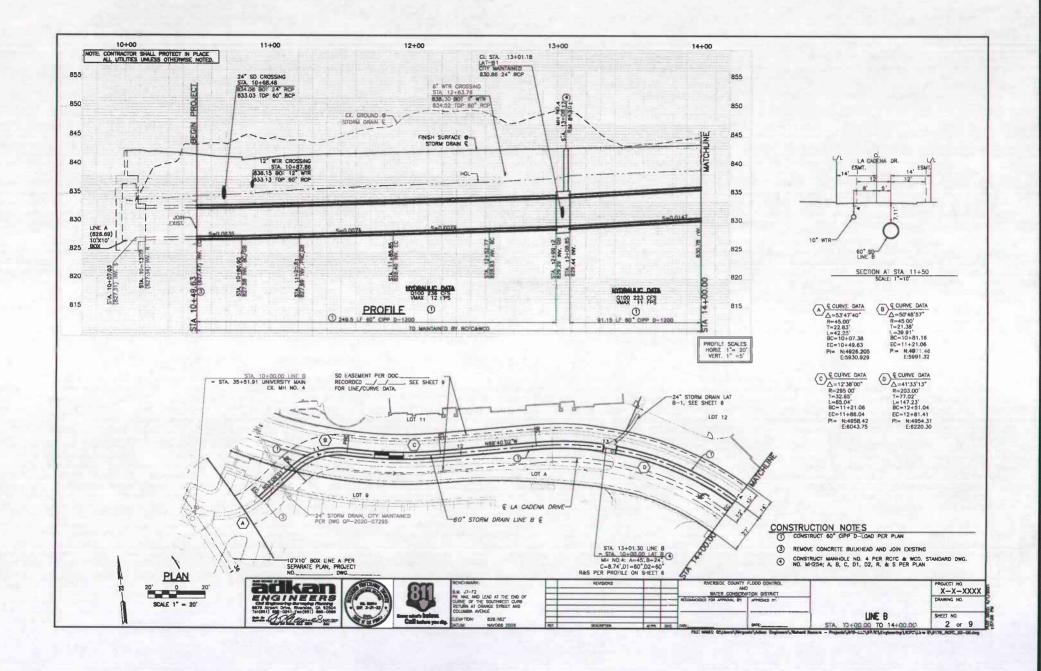
CITY OF RIVERSIDE, CALIFORNIA PUBLIC WORKS DEPARTMENT

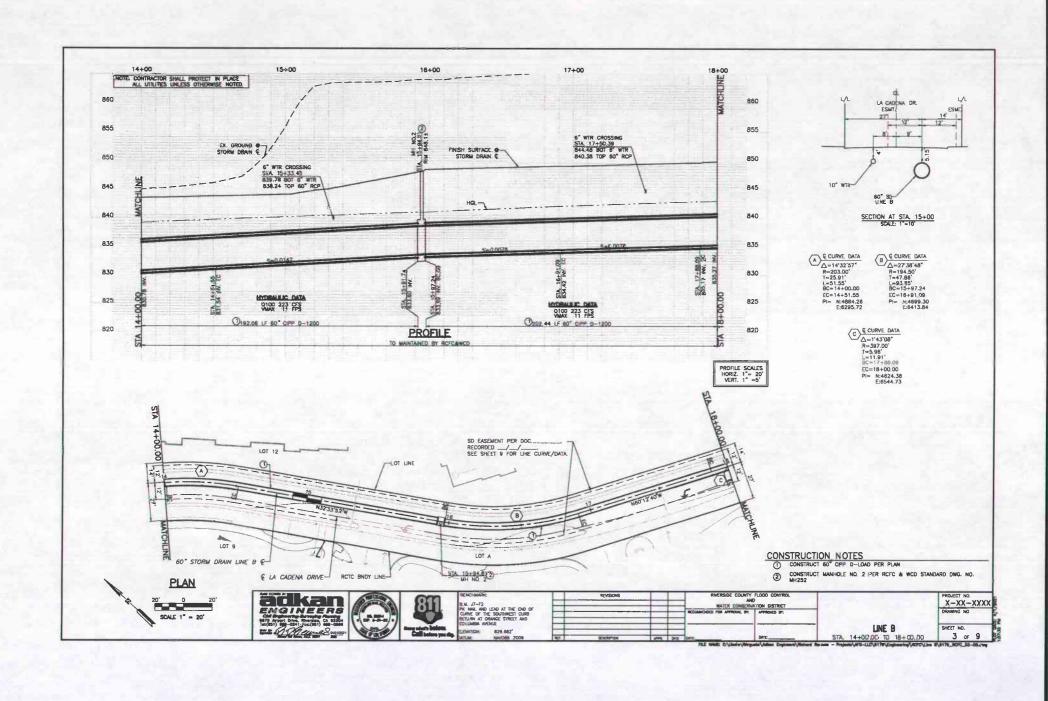
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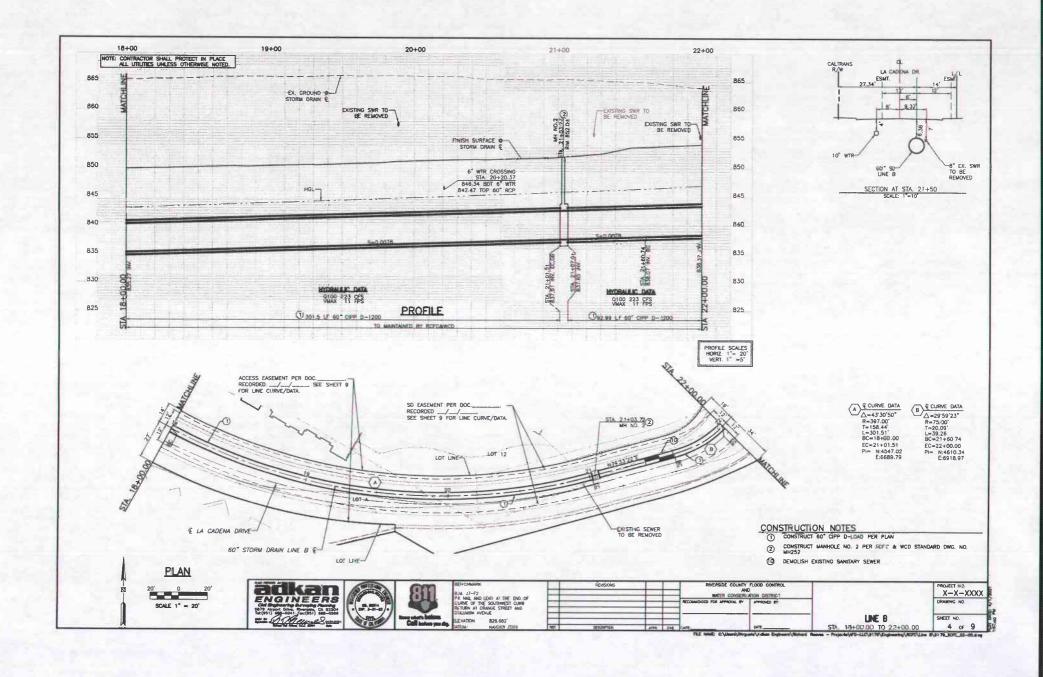
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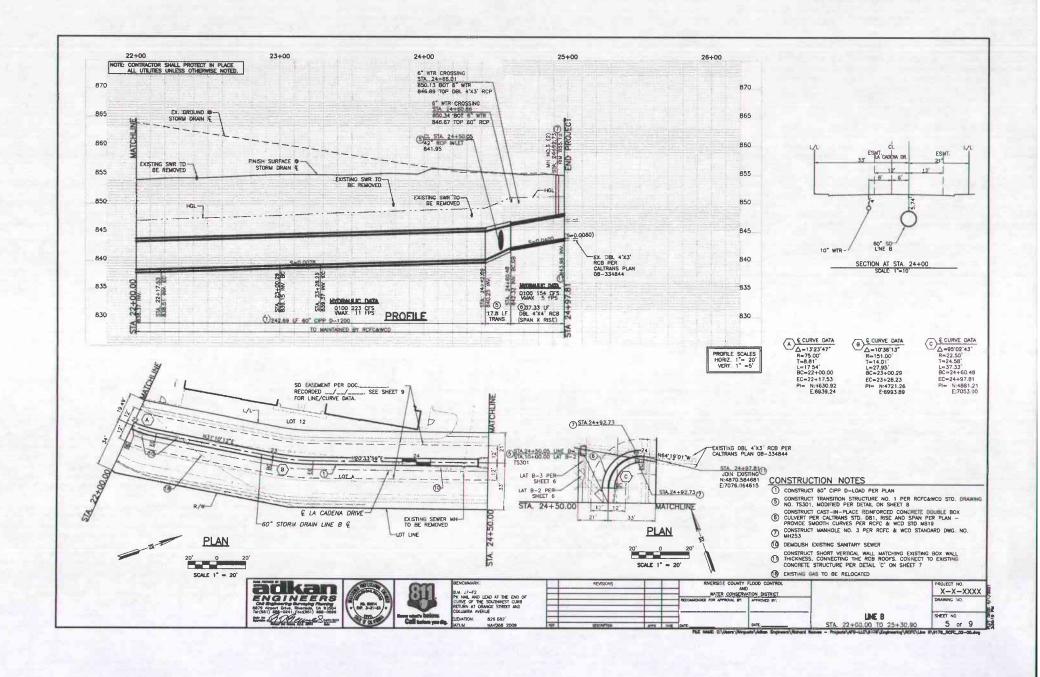


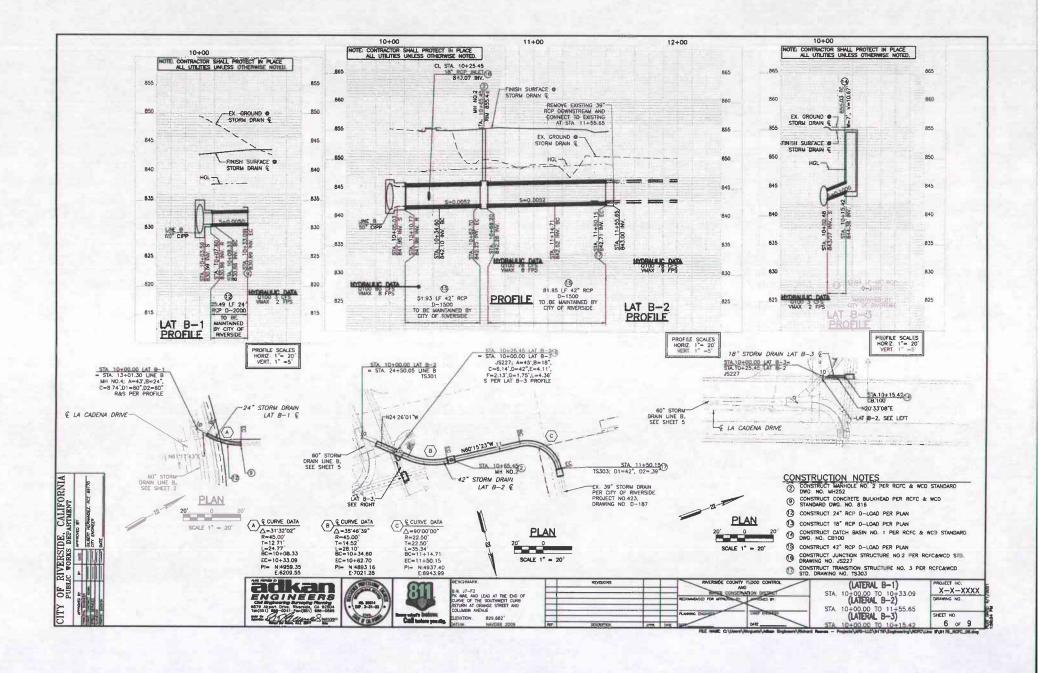


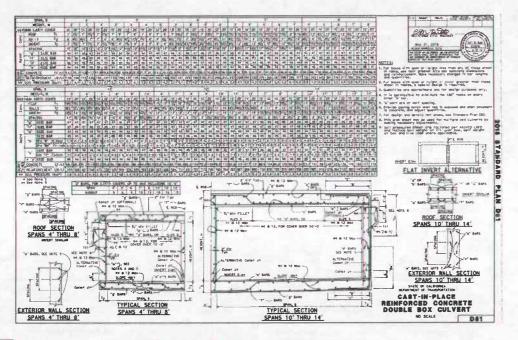












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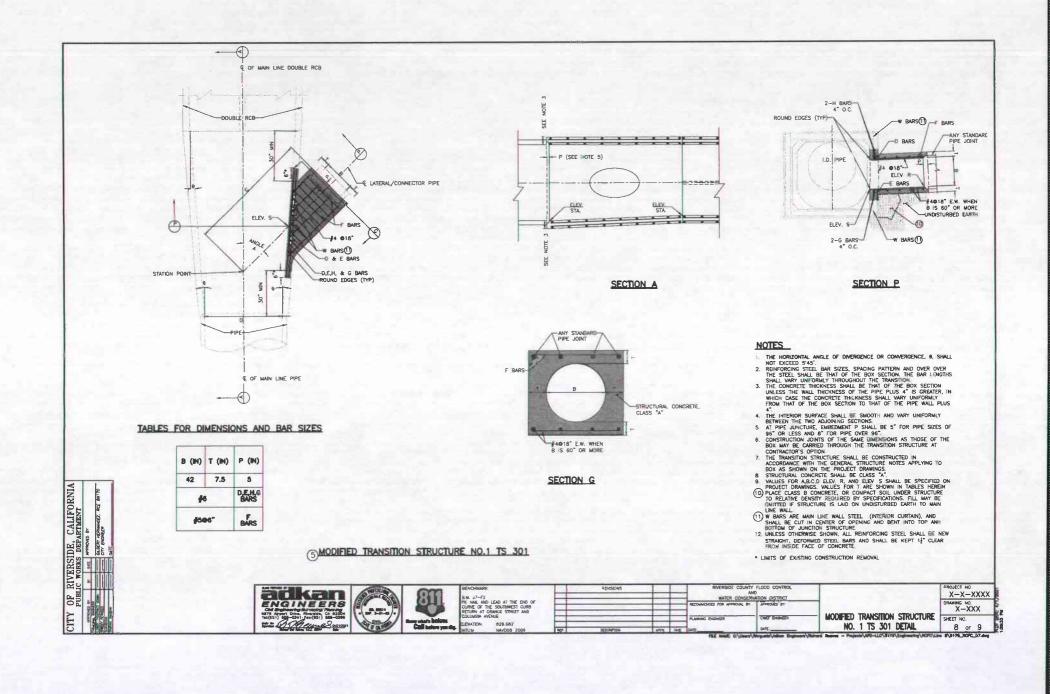


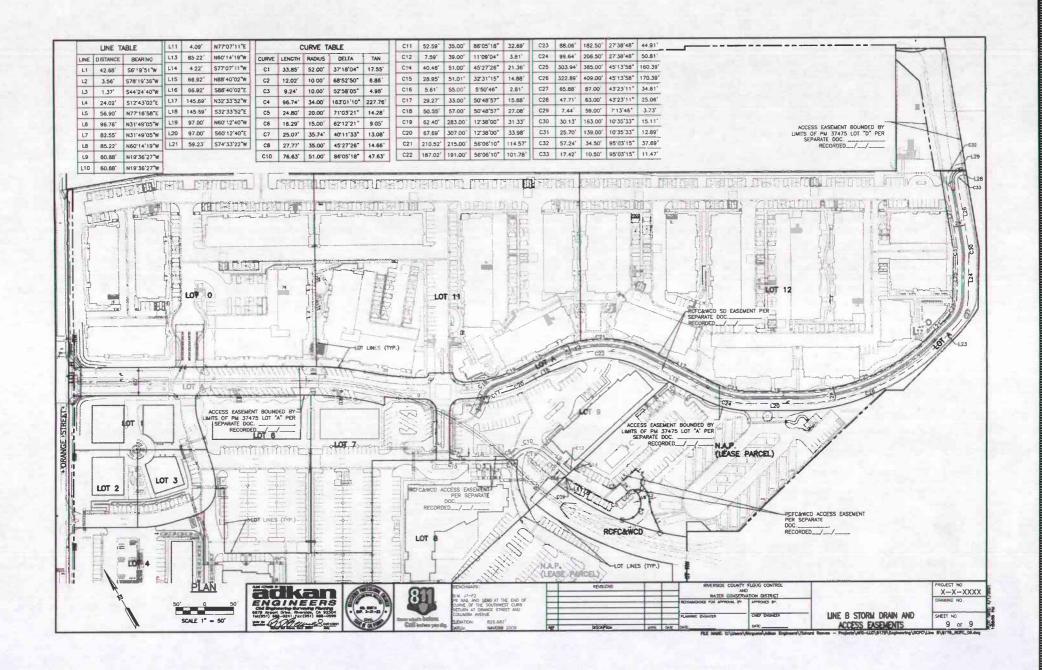
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DETAILS

X-X-XXXX X-XXX SHEET NO 7 OF 9 and Reports - Projects/AFG-LLC/S176/Linghamming/JECFU/Line S1/S179_RCFC_07.dox





University Wash Channel
Project No. 1-0-00120
APN 209-060-023
RCFC Parcel Nos. 1120-13B, 1120-13C, and a portion of 1120-14A

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (Agreement) is entered into this day of _______, 2021 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "SELLER") and AFG Development, LLC, a California limited liability company, (hereinafter called "BUYER") for acquisition by BUYER from SELLER of certain real property interests from the University Wash Channel (hereinafter called "PROJECT").

RECITALS

- A. SELLER is the owner of certain real properties located in the city of Riverside, County of Riverside, State of California, consisting of approximately 67,082 square feet (±1.54 acres) of land, commonly known as a portion of Riverside County Assessor's Parcel No. (APN) 209-060-023, and referenced as RCFC Parcel Nos. 1120-13B, 1120-13C, and a portion of 1120-14A (Parcels).
- B. BUYER owns the fee simple title interest of certain real property abutting Parcels, being those portions of Lots 52 and 53 of the lands of the Southern California Colony Association, as filed in Book 7, Page 3 of Maps in the Office of the County Recorder of Riverside County.
- C. SELLER desires to sell and BUYER desires to purchase from SELLER the fee interest as well as reserve a permanent easement for flood control purposes to the above-referenced irregular shaped parcel of land being approximately 67,082 square feet (±1.54 acres).

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT FOR PURCHASE AND SALE, EASEMENT RESERVATION AND REVERSIONARY RIGHTS. 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 fee interest, with SELLER reserving a permanent easement for flood control purposes with reversionary rights, over a portion of that certain real property, located in the city of Riverside, County of Riverside, State of California, currently designated as a portion of Riverside County Assessor's Parcel No. 209-060-023.
 - A. The above-listed fee interest which affects SELLER's property will hereinafter be referred to as "Property". Said section of land contains approximately 67,082 square feet (±1.54 acres) (Fee Area).

- B. The above-listed easement reservation which affects BUYER's fee acquisition will hereinafter be referred to as "Easement". Said section of land canvases Property in its entirety containing approximately 67,082 square feet (±1.54 acres) (Easement Area).
 - 1. Reservation of the Easement shall grant to District and its authorized agents the perpetual, unrestricted right to maintain the Project upon and within Parcels.
- C. The above-listed Reversionary Rights which affect BUYER's fee acquisition under the Grant Deed and Reservation of Easement Agreement will hereinafter be referred to as "Rights".
 - 1. Said Rights allow District to sustain operation and maintenance rights should BUYER sell Property or fail to follow through with development.

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 and made a part hereof.

2. <u>PURCHASE PRICE</u>. The total purchase price that BUYER will provide to SELLER as full compensation for the Property with consideration of the easement reservation is:

NINETY-THREE THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS (\$93,539.00)

The \$93,539.00 purchase price is broken down as follows:

Property value		\$319,325
Easement Interest value	- minus -	\$225,786
TOTAL - Agreed upon Puro	chase Price	\$93,539

All payments specified in this section shall be made in legal tender by cash, cashier's check or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at the close of escrow.

- 3. <u>PROPERTY SOLD IN "AS-IS" CONDITIONS</u>. BUYER acknowledges that the Property is sold 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 the Property.
- 4. <u>PERMISSION TO ENTER ON PROPERTY</u>. SELLER 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 conducting due diligence, including making necessary or appropriate inspections. BUYER shall provide SELLER reasonable written notice 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 are 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 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 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. ESCROW. The Parties will establish an escrow at Lawyers Title Company (Escrow Holder) to accommodate the transaction contemplated by this Agreement. If the Escrow Agent/Agency is unwilling or unable to perform, District shall designate another Escrow Agent/Agency. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The Parties shall open an escrow within ten (10) business days of the date on which this Agreement is fully executed by the parties. Close of Escrow means the date on which the Grant Deed and Reservation of Easement Agreement is recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than ninety (90) days after the Opening of Escrow. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend, or supersede any provisions of this Agreement; this Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
 - A. <u>Funds</u>. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 6 and 11; (b) process the documents for the Purchase Price as described herein; (c) disburse the balance of the purchase price to SELLER; and (d) disburse any excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the fully executed Grant Deed and Reservation of Easement Agreement (GD&REA) in favor of BUYER containing easement reservation in favor of SELLER in the form attached to this Agreement as Exhibit "C" and by this reference incorporated herein and made a part hereof. GD&REA to be recorded with the Riverside County Recorder and obtain a PDF of the recorded document (conformed copy) thereof for distribution to BUYER and SELLER.

- C. <u>Title Policy</u>. Direct the Title Company to issue the Title Policy for the Property to BUYER.
- D. <u>Delivery of Documents to BUYER and SELLER</u>. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
- E. <u>Time Limits</u>. 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. <u>TITLE AND TITLE INSURANCE</u>. Upon the Opening of Escrow, Escrow Holder shall obtain and issue a preliminary title report for the Property. Escrow Holder will deliver the preliminary title report containing hyperlinks to all instruments identified as vesting and exceptions to BUYER and SELLER. Hyperlinks allow the BUYER and SELLER to access said instruments at their convenience. Escrow Holder will insure BUYER's title to the Property, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance (Title Policy). BUYER shall pay for the cost of the Policy. The Title Policy provided for pursuant to this Section 6 will insure BUYER's interest in the Property free and clear of all monetary liens, monetary encumbrances, and other exceptions EXCEPT:
 - A. The applicable zoning, building, and development regulations of any municipality, county, state, or federal jurisdiction affecting the Property.
 - B. <u>Taxes</u>: 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. All other taxes owed whether presently current or delinquent are to be current at the Close of Escrow.
 - E. Other Encumbrances: Quasi-public utility, public utility, public alley, public street easements, and rights of way of record.
- 7. <u>POSSESSION OF PROPERTY</u>. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the SELLER's Property by BUYER, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all Parties.
- 8. <u>WARRANTIES AND REPRESENTATIONS</u>. The SELLER and BUYER make the following warranties and representations, it being expressly understood and agreed that all such warranties and representations are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:
 - A. 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. Which are or at the closing date will be legal, valid, and binding obligations respectively of each Party and can consummate the transaction contemplated herein.

9. <u>CLOSING CONDITIONS.</u>

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
 - 1. SELLER shall convey to BUYER marketable title to the Property by execution and delivery with Escrow Holder a duly executed and acknowledged GD&REA in the form attached to this Agreement as Exhibit "C".
 - 2. SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.
 - 3. The physical condition of SELLER's Property must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
 - 4. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
 - 5. Such proof of SELLER's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

BUYER's Closing Conditions are solely for BUYER's benefit and any or all may be waived in writing by BUYER in whole or in part without prior notice.

- B. SELLER's obligation to sell the Property is expressly conditioned on the fulfillment of each of the following condition at or before the Closing:
 - 1. BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
 - 2. BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.
 - 3. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by BUYER to SELLER.
 - 4. Such proof of BUYER's authority and authorization to enter into and

perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of BUYER to act for and bind BUYER as may reasonable be required by SELLER for the Escrow Holder.

SELLER's Closing Conditions are solely for SELLER's benefit and any or all may be waived in writing by SELLER in whole or in part without prior notice.

- C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the real property interest, including, but not limited to, any supplemental instructions required to complete the transaction.
- 10. <u>CLOSING COSTS</u>. Costs for Escrow, title, and closing expenses will be allocated as follows:
 - A. <u>SELLER shall pay or be charged:</u>
 - 1. 50% of all Escrow fees and costs; and
 - 2. All costs associated with removing any debt encumbering the Property; and
 - 3. SELLER's share of prorations, if any.
 - B. BUYER shall pay or be charged:
 - 1. 50% of all Escrow fees and costs; and
 - 2. Cost of the CLTA Standard coverage policy; and
 - 3. All costs associated with BUYER's attorney fees; and
 - 4. Cost of recording the GD&REA, if any; and
 - 5. BUYER'S share of prorations, if any.
- 11. <u>CLOSING.</u> When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.
- 12. <u>INDEMNITY</u>. The following indemnification obligations of the Parties extend only to liability created prior to or up to the Closing Date. Neither BUYER nor SELLER shall be responsible for acts or omissions after close of this transaction.

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

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

- 13. <u>DISTRICT REPRESENTATIVE</u>. 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.
- 14. <u>NOTICES</u>. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective party. The parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

SELLER: Riverside County Flood Control

and Water Conservation District Attention: Jack L. Peabody Real Property Agent III 1995 Market Street Riverside, CA 92501

Riverside, CA 9250

BUYER: AFG Development, LLC, a California limited liability co.

c/o Jim Guthrie

Post Office Box 52049 Riverside, CA 92517-3049

COPY TO: Riverside County Counsel

Attention: Ryan Yabko Deputy County Counsel

3960 Orange Street, Suite 500 Riverside, CA 92501-3674

15. <u>MISCELLANEOUS</u>.

- A. <u>Default</u>. 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 and the Escrow for the purchase and sale of the Property, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.
- B. <u>Further Instructions</u>. Each Party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- C. <u>Amendments</u>. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.
- D. <u>Applicable Law</u>. 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. <u>Entire Agreement</u>. 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), except that this Agreement supplements, but does not replace the GD&REA of even date herewith. 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. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- G. <u>Time of Essence</u>. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- 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.

- 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. <u>Counterparts</u>. 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. <u>Partial Invalidity</u>. 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.
- L. <u>Brokers</u>. SELLER and BUYER agree that there are no brokers or real estate agents involved 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.
- 16. <u>ASSIGNMENT</u>. 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.
- 17. <u>SIGNATURES</u>. 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.

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

RECOMMENDED FOR APPROVAL

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,

a body corporate and politic

Date: 06.08.2021

KAREN SPIEGEL, Chair

Riverside County Flood Control and Water Conservation District Board of Supervisors

5-4-2021

By:

General Manager-Chief Engineer

BUYER:

AFG DEVELOPMENT, LLC, a California

limited liability/company

Date: 5-4-202

JIM GUTHRI

Manager

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

County Counsel

ATTEST:

KECIA R. HARPER

Clerk of the Board

By:

Deputy County Counsel

University Wash Channel Project No. 1-0-00120 APN 209-060-023 (portion)

RCFC Parcel No. 1120-13B, 1120-13C, and 1120-14A JLP:rlp

04/28/2021

EXHIBIT "A" LEGAL DESCRIPTION

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-13A AND 1120-13B AS DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 20, 1976 AS INSTRUMENT NO. 139472, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED NOVEMBER 17, 1980 AS INSTRUMENT NO. 214763, TOGETHER WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-14A AS DESCRIBED IN DEED RECORDED MARCH 30, 1988 AS INSTRUMENT NO. 83442, ALSO SHOWN ON THE UNIVERSITY WASH RIGHT OF WAY MAP DRAWING NO. 1-397, RECORDS OF RIVERSIDE COUNTY FLOOD CONTROL, EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL NO. 1120-14A LYING SOUTHERLY OF A LINE REFERRED TO AS COURSE "A" DESCRIBED IN THE GRANT DEED RECORDED MARCH 13, 2017 AS DOCUMENT NO. 2017-0101440, ALL OFFICIAL RECORDS OF SAID COUNTY.

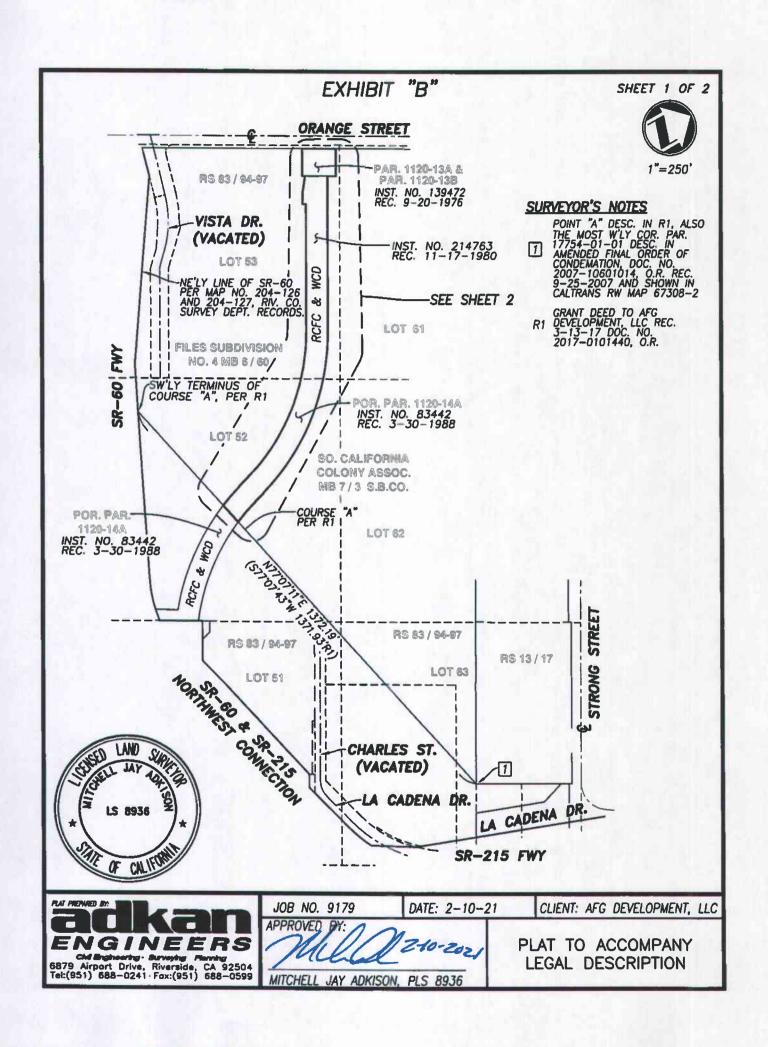
CONTAINING 1.54 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

2-10-2021

PREPARED BY ME OR UNDER MY DIRECTION:

MITCHELL JAY ADKISON, PLS 8936



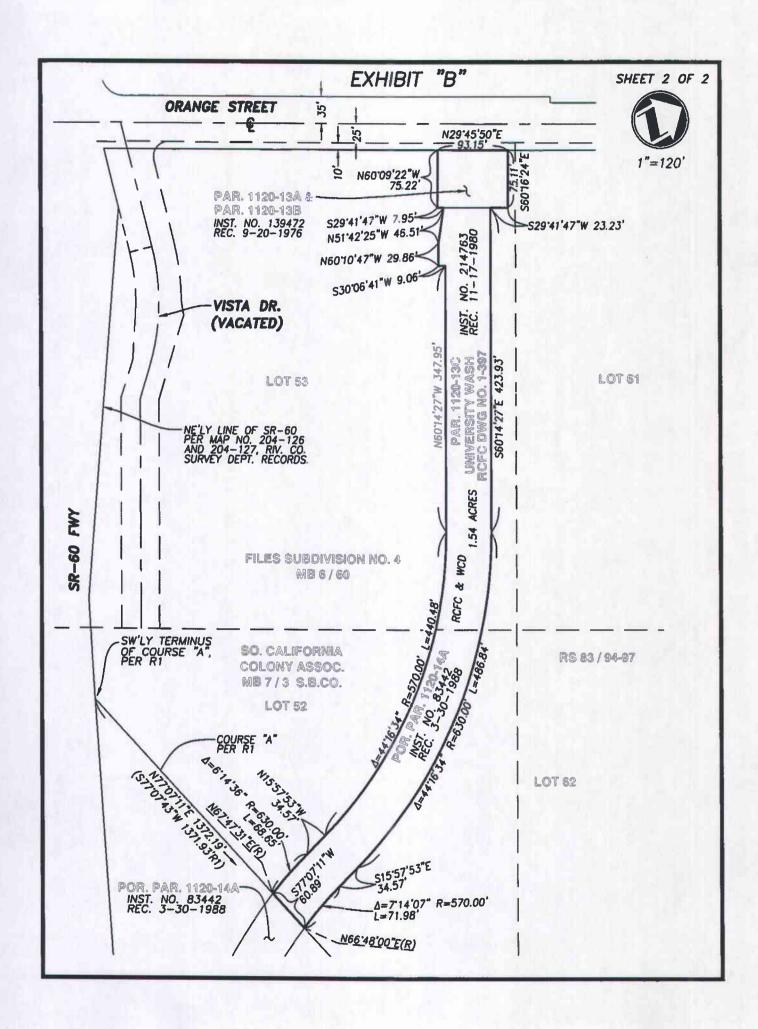


EXHIBIT "C"

Recorded at request of, and return to: AFG DEVELOPMENT, LLC P.O. Box 52049 Riverside, CA 92517-3049

SPACE ABOVE THIS LINE FOR RECORDER'S USE

University Wash Channel Project No. 1-0-00120 APN 209-060-023 (portion) The undersigned grantor(s) declare(s)

RCFC Parcel Nos. 1120-13B, 1120-13C and portion RCFC Parcel No. 1120-14A

GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "Grantor", hereby grants to and conveys to AFG Development, LLC, a California limited liability company, and/or its successors and assigns, hereinafter called "Grantee or Grantee Parties", subject to the terms and conditions set forth below, all that certain real property in the city of Riverside, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

THE REAL PROPERTY IS CONVEYED TO GRANTEE RESERVING unto and for the Grantor:

- 1. An easement for rights to operate and maintain Grantor's existing open channel and future underground storm drain facility for the repair, reconstruction and inspection on these and all appurtenant works, including rights of ingress and egress thereto, over, under and across that real property.
- 2. The right of reversion. Grantee agrees to convert the Grantor's open flood control channel into an underground storm drain facility, adhering to the Grantor's quality standards and within one (1) calendar year of the recording of the separate cooperative agreement between the Grantor, Grantee and the City of Riverside. After said open channel is converted to an underground storm drain facility by Grantee, said underground storm drain facility will be subject to formal approval and acceptance by Grantor, after which, the newly constructed facility will become Grantor's sole and permanent property. Should this condition not be met, this Grant Deed and Reservation of Easement Agreement (Agreement) shall be immediately rescinded via the document entitled Rescission of Grant

Deed and Reservation of Easement Agreement, attached hereto as Exhibit "C" and made a part hereof, and complete ownership shall revert back to Grantor per California Civil Code Div. 3, Part 2, Title 5, Chapter 2, Section 1688 and Civil Code Div. 3, Part 2, Title 5, Chapter 3, Section 1698(a).

Construction referenced in Item 2 shall be guided by the University Area Master Drainage Plan, Line 8-E, Stage 1, regarding Riverside County Flood Control and Water Conservation District Drawing Nos. 1-0749 and 1-0750, attached hereto as Exhibit "D" and made a part hereof. If Grantee is in active construction upon eclipsing the one (1) year deadline or at Grantor's sole discretion in any situation, Grantor has the option to extend above stated one (1) year deadline because of Grantee's attempted compliance with the requirements of Item 2.

Grantor, at Grantor's sole expense, shall maintain easement in a safe condition during the term of this Agreement and shall perform all maintenance in such a manner that will not unreasonably impair or impede Grantee's use of the area (Easement Area). If Grantor desires to access the Easement Area through Grantee's real property, Grantor shall provide Grantee with at least seven (7) days prior written or verbal notice. In case of an emergency, Grantor shall have immediate access to the real property to maintain, repair, modify or reinstall the facilities, provided Grantor provides Grantee with notice as soon as possible after access. If any portion of the real property, including fixtures, suffers any damage by reason of the use of the Easement Area by Grantor or Grantor's employees or contractors, Grantor shall, at its own cost and expense, repair all such damage and restore the real property to as good a condition as before such cause of damage occurred. Any work performed or caused to be performed by Grantor within the Easement Area shall be done in accordance with all applicable rules, laws and regulations.

If any portion of Grantor's facilities suffers any damage by reason of Grantee's or Grantee's employees' or contractors' conduct or use of the real property, Grantee shall indemnify and reimburse Grantor for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantor's facilities to as good condition as before such cause of damage occurred.

If any portion of Grantee's facilities suffer damage by reason of Grantor's or Grantor's employees' or contractors' negligent conduct during use of the Easement Area, Grantor shall indemnify and reimburse Grantee for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantee's facilities to as good a condition as before such cause of damage occurs.

If circumstances necessitate, Grantee shall provide oral, written or electronic notice to seller at least seventy-two (72) hours before Grantee or its authorized agents initially enters upon the reserved easement for any reason. No work shall be performed within the Easement Area without District approval, and such approval shall not be unreasonably withheld.

Grantee agrees to indemnify, defend (by Counsel satisfactory to Grantor) and hold harmless Grantor, its successors and assigns (hereinafter known as Grantor Parties) to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgements, litigation expenses and expert fees) that are incurred by or asserted against Grantor and/or Grantor Parties arising out of or connected in any manner with (i) the acts or omissions to act of Grantee add/or Grantee Parties in connection with the design, construction, operation and repair of

Grantee's facility or arising from the presence or performance activities by Grantee and/or Grantee Parties with respect to the Easement Area or any portion thereof; (ii) bodily injury to or death of any person (including employees of Grantor and/or Grantor Parties) or damage to or loss of use of property resulting from such acts or omissions of Grantee and/or Grantee Parties; or (iii) non-performance or breach by Grantee and/or Grantee Parties of any term or condition of this Agreement.

Should any acts or omissions of both the Grantee and Grantor contribute to the injury or damage, then their responsibility for the injury or damage will be divided between the Parties in proportion to their respective contributions to the injury or damage.

Should Grantee fail to fulfill its obligations as contracted within this Agreement and ownership of property revert back to Grantor, it shall be considered a breach of contract and no reimbursement will be made. However, Grantor shall have the right to pursue and recover any and all warranted damages as governed by the State of California Civil Code, Article 1 – Damages for Breach of Contract.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Riverside Con District and AFG Development, LLC have agreed to be Reservation of Easement Agreement and to execute to	be bound by the terms of this Grant Deed and
Grantee:	
AFG DEVELOPMENT, LLC, a California limited liability company	
By:	Date:
JIM GUTHRIE	
Managing Member	
Grantor:	
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic	
By:	Date:
KAREN SPIEGEL, Chair, Riverside County Flood Control and Water Conservation District Board of Supervisors	Date.
ATTESTS:	
KECIA HARPER Clark of the Board of Supervisors	
Clerk of the Board of Supervisors	
By:	
Deputy Deputy	

NOTARY ACKNOWLEDGMENTS ATTACHED

ACKNOWLEDGMENT

		s only the identity of the individual who of the truthfulness, accuracy, or validity
STATE OF CALIFORNIA COUNTY OF		
Onpersonally appeared	, before me,	, a Notary Public, , who
the within instrument and acknowledge	wledged to me that he/she/th by his/her/their signature(s) on t	on(s) whose name(s) is/are subscribed to ney executed the same in his/her/their the instrument the person(s), or the entity
	2	Y OF PERJURY under the laws of the e foregoing paragraph is true and correct.
	WITNESS my hand and	official seal:
	Signature	

Place Notary Seal Above

237718	
STATE OF CALIFORNIA)	
COUNTY OF RIVERSIDE)	
on, 2021, before me, appeared Karen Spiegel , Chair of the Board of Super Water Conservation District, State of California, who per to be the person whose name is subscribed to the within in his authorized capacity, and that by his signature on of which the person acted, executed the instrument; and has been delivered to the chairperson.	provided to me on the basis of satisfactory evidence in instrument and acknowledged to me that the same the instrument the person, or the entity upon behalf
I certify under the penalty of perjury under the laws of is true and correct	the State of California that the foregoing paragraph
WITNESS my hand and official seal	
KECIA HARPER Clerk of the Board of Supervisors	
By:	(Seal)

Place Notary Seal Above

EXHIBIT "A" LEGAL DESCRIPTION

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-13A AND 1120-13B AS DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 20, 1976 AS INSTRUMENT NO. 139472, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED NOVEMBER 17, 1980 AS INSTRUMENT NO. 214763, TOGETHER WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-14A AS DESCRIBED IN DEED RECORDED MARCH 30, 1988 AS INSTRUMENT NO. 83442, ALSO SHOWN ON THE UNIVERSITY WASH RIGHT OF WAY MAP DRAWING NO. 1-397, RECORDS OF RIVERSIDE COUNTY FLOOD CONTROL, EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL NO. 1120-14A LYING SOUTHERLY OF A LINE REFERRED TO AS COURSE "A" DESCRIBED IN THE GRANT DEED RECORDED MARCH 13, 2017 AS DOCUMENT NO. 2017-0101440, ALL OFFICIAL RECORDS OF SAID COUNTY.

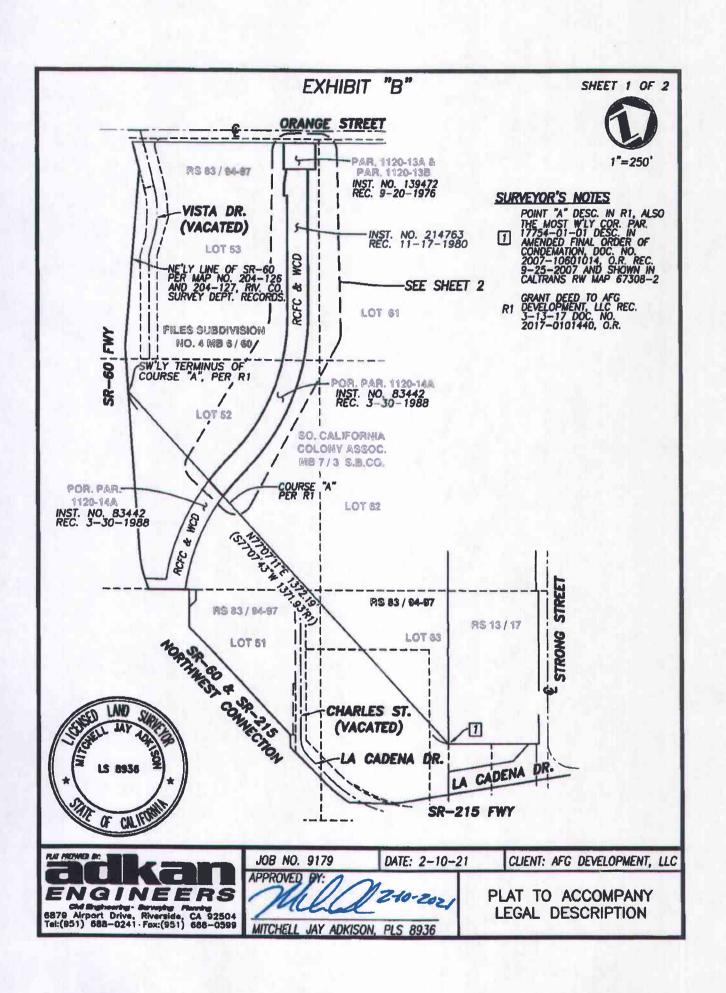
CONTAINING 1.54 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

2-10-2021

PREPARED BY ME OR UNDER MY DIRECTION:

MITCHELL JAY ADKISON, PLS 8936



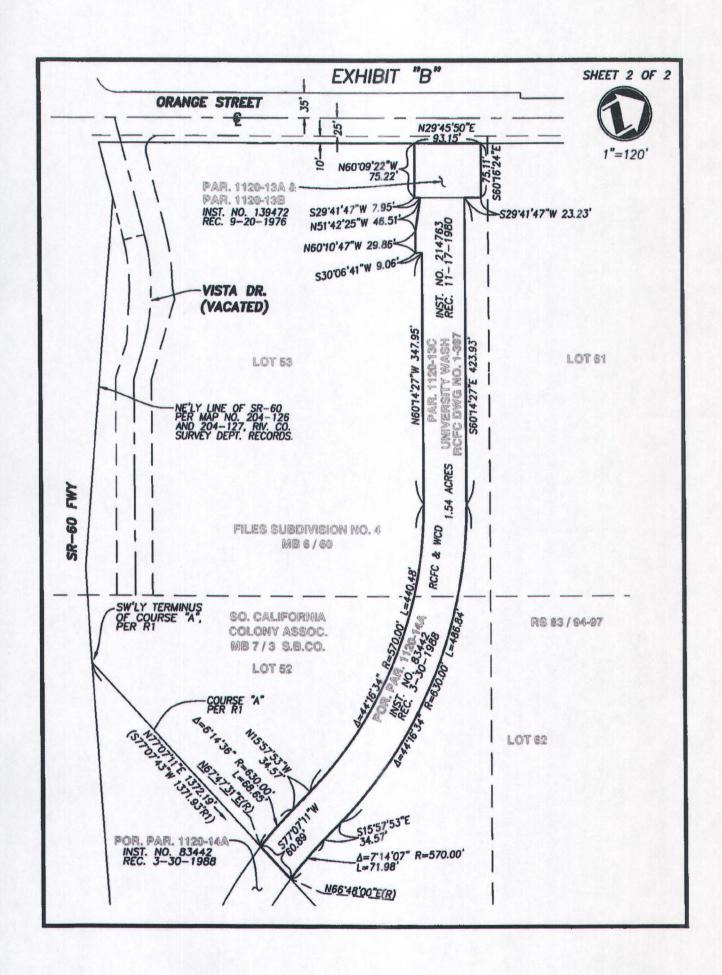


EXHIBIT "C"

of

Grant Deed and Reservation of Easement Agreement

Recorded at request of, and return to: Riverside County Flood Control and Water Conservation District 1995 Market Street Riverside, California 92501-1770

NO FEE (GOV. CODE 6103)

Project: University Wash Channel

Project No.: 1-0-00120

SPACE ABOVE THIS LINE FOR RECORDER'S USE DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL ENTITY OR POLITICAL

RCFC Parcel Nos. 1120-13B, 1120-13C and portion RCFC Parcel No. 1120-14A

SUBDIVISION R&T 11922

RESCISSION OF GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT

(Civil Code Section 1688 and 1698(b))

THE REVERSIDE COUNTY FLO	OD CONTROL AND WATER CONSERVATION DISTRICT
a body corporate and politic, as Grar	ntor, declares that the conveyance of real property to AFC
	liability company, and/or its successors and assigns, as Grantee
which was recorded on	2021, as Instrument No. in the Officia
Records of Riverside County, California,	is hereby rescinded for the reason that the terms agreed upon by
both parties were not accomplished by Gr	antee. The Grant Deed and Reservation of Easement Agreement
which was the subject of said conveyar	ace, contained specific conditions to be met by the Grantee of
property ownership would revert back to	the Grantor. Said conveyance document was of mutual consen
and made public record. Said conveyan	ce document is attached hereto as Exhibit "A" and made a par
hereof.	
Assessor's Parcel Number 209-060-023	
Assessor's Farcer Number 209-000-023	
	RIVERSIDE COUNTY FLOOD CONTROL
	AND WATER CONSERVATION DISTRICT:
Date:	By:
	JASON E. UHLEY
	General Manager-Chief Engineer

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
s true and correct.
WITNESS my hand and official seal.
Notary Signature (Seal)

EXHIBIT "A"

Recorded at request of, and return to: AFG DEVELOPMENT, LLC P.O. Box 52049 Riverside, CA 92517-3049

SPACE ABOVE THIS LINE FOR RECORDER'S USE

University Wash Channel Project No. 1-0-00120 APN 209-060-023 (portion) The undersigned grantor(s) declare(s)

RCFC Parcel Nos. 1120-13B, 1120-13C and portion RCFC Parcel No. 1120-14A

GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT

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THE REAL PROPERTY IS CONVEYED TO GRANTEE RESERVING unto and for the Grantor:

- 1. An easement for rights to operate and maintain Grantor's existing open channel and future underground storm drain facility for the repair, reconstruction and inspection on these and all appurtenant works, including rights of ingress and egress thereto, over, under and across that real property.
- 2. The right of reversion. Grantee agrees to convert the Grantor's open flood control channel into an underground storm drain facility, adhering to the Grantor's quality standards and within one (1) calendar year of the recording of the separate cooperative agreement between the Grantor, Grantee and the City of Riverside. After said open channel is converted to an underground storm drain facility by Grantee, said underground storm drain facility will be subject to formal approval and acceptance by Grantor, after which, the newly constructed facility will become Grantor's sole and permanent property. Should this condition not be met, this Grant Deed and Reservation of Easement Agreement (Agreement) shall be immediately rescinded via the document entitled Rescission of Grant

Deed and Reservation of Easement Agreement, attached hereto as Exhibit "C" and made a part hereof, and complete ownership shall revert back to Grantor per California Civil Code Div. 3, Part 2, Title 5, Chapter 2, Section 1688 and Civil Code Div. 3, Part 2, Title 5, Chapter 3, Section 1698(a).

Construction referenced in Item 2 shall be guided by the University Area Master Drainage Plan, Line 8-E, Stage 1, regarding Riverside County Flood Control and Water Conservation District Drawing Nos. 1-0749 and 1-0750, attached hereto as Exhibit "D" and made a part hereof. If Grantee is in active construction upon eclipsing the one (1) year deadline or at Grantor's sole discretion in any situation, Grantor has the option to extend above stated one (1) year deadline because of Grantee's attempted compliance with the requirements of Item 2.

Grantor, at Grantor's sole expense, shall maintain easement in a safe condition during the term of this Agreement and shall perform all maintenance in such a manner that will not unreasonably impair or impede Grantee's use of the area (Easement Area). If Grantor desires to access the Easement Area through Grantee's real property, Grantor shall provide Grantee with at least seven (7) days prior written or verbal notice. In case of an emergency, Grantor shall have immediate access to the real property to maintain, repair, modify or reinstall the facilities, provided Grantor provides Grantee with notice as soon as possible after access. If any portion of the real property, including fixtures, suffers any damage by reason of the use of the Easement Area by Grantor or Grantor's employees or contractors, Grantor shall, at its own cost and expense, repair all such damage and restore the real property to as good a condition as before such cause of damage occurred. Any work performed or caused to be performed by Grantor within the Easement Area shall be done in accordance with all applicable rules, laws and regulations.

If any portion of Grantor's facilities suffers any damage by reason of Grantee's or Grantee's employees' or contractors' conduct or use of the real property, Grantee shall indemnify and reimburse Grantor for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantor's facilities to as good condition as before such cause of damage occurred.

If any portion of Grantee's facilities suffer damage by reason of Grantor's or Grantor's employees' or contractors' negligent conduct during use of the Easement Area, Grantor shall indemnify and reimburse Grantee for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantee's facilities to as good a condition as before such cause of damage occurs.

If circumstances necessitate, Grantee shall provide oral, written or electronic notice to seller at least seventy-two (72) hours before Grantee or its authorized agents initially enters upon the reserved easement for any reason. No work shall be performed within the Easement Area without District approval, and such approval shall not be unreasonably withheld.

Grantee agrees to indemnify, defend (by Counsel satisfactory to Grantor) and hold harmless Grantor, its successors and assigns (hereinafter known as Grantor Parties) to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgements, litigation expenses and expert fees) that are incurred by or asserted against Grantor and/or Grantor Parties arising out of or connected in any manner with (i) the acts or omissions to act of Grantee add/or Grantee Parties in connection with the design, construction, operation and repair of

Grantee's facility or arising from the presence or performance activities by Grantee and/or Grantee Parties with respect to the Easement Area or any portion thereof; (ii) bodily injury to or death of any person (including employees of Grantor and/or Grantor Parties) or damage to or loss of use of property resulting from such acts or omissions of Grantee and/or Grantee Parties; or (iii) non-performance or breach by Grantee and/or Grantee Parties of any term or condition of this Agreement.

Should any acts or omissions of both the Grantee and Grantor contribute to the injury or damage, then their responsibility for the injury or damage will be divided between the Parties in proportion to their respective contributions to the injury or damage.

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[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Riverside Cou District and AFG Development, LLC have agreed to be	be bound by the terms of this Grant Deed and
Reservation of Easement Agreement and to execute the	ne same with their signatures below:
Grantee:	
AFG DEVELOPMENT, LLC, a California limited liability company	
By:	Date:
JIM GUTHRIE Managing Member	
Grantor:	
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,	
a body corporate and politic	
By:	Date:
KAREN SPIEGEL, Chair,	Date.
Riverside County Flood Control and Water Conservation District Board of Supervisors	
ATTESTS:	
KECIA HARPER	
Clerk of the Board of Supervisors	
Days	
By: Deputy	

NOTARY ACKNOWLEDGMENTS ATTACHED

ACKNOWLEDGMENT

		nly the identity of the individual who he truthfulness, accuracy, or validity
STATE OF CALIFORNIA COUNTY OF		
On	, before me,	, a Notary Public,
personally appeared		s) whose name(s) is/are subscribed to
	by his/her/their signature(s) on the s) acted, executed the instrument. I certify under PENALTY	executed the same in his/her/their instrument the person(s), or the entity OF PERJURY under the laws of the oregoing paragraph is true and correct. Ticial seal:
	Signature	
Place Notary Seal Above		

STATE OF CALIFORN	IIA)	
)ss	
COUNTY OF RIVERS	(DE)	
Water Conservation Disto be the person whose rin his authorized capacit	trict, State of California, who provided name is subscribed to the within instructly, and that by his signature on the instead, executed the instrument; and that a	, Board Assistant, personally of the Riverside County Flood Control and d to me on the basis of satisfactory evidence ment and acknowledged to me that the same trument the person, or the entity upon behalf copy of this paper, document or instrument
I certify under the penal is true and correct	ty of perjury under the laws of the Stat	te of California that the foregoing paragraph
WITNESS my hand and	official seal	
KECIA HARPER Clerk of the Board of St	npervisors	
Ву:		
Deputy		(Seal)

Place Notary Seal Above

EXHIBIT "A" LEGAL DESCRIPTION

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-13A AND 1120-13B AS DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 20, 1976 AS INSTRUMENT NO. 139472, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED NOVEMBER 17, 1980 AS INSTRUMENT NO. 214763, TOGETHER WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL NO. 1120-14A AS DESCRIBED IN DEED RECORDED MARCH 30, 1988 AS INSTRUMENT NO. 83442, ALSO SHOWN ON THE UNIVERSITY WASH RIGHT OF WAY MAP DRAWING NO. 1-397, RECORDS OF RIVERSIDE COUNTY FLOOD CONTROL, EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL NO. 1120-14A LYING SOUTHERLY OF A LINE REFERRED TO AS COURSE "A" DESCRIBED IN THE GRANT DEED RECORDED MARCH 13, 2017 AS DOCUMENT NO. 2017-0101440, ALL OFFICIAL RECORDS OF SAID COUNTY.

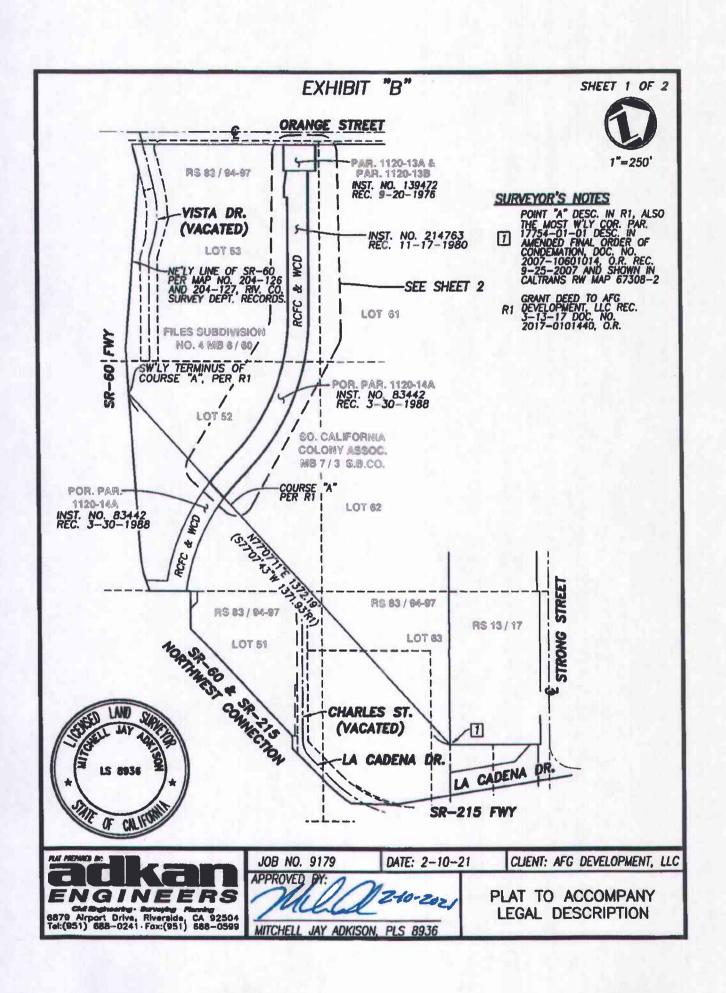
CONTAINING 1.54 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

2-10-2021

PREPARED BY ME OR UNDER MY DIRECTION:

MITCHELL JAY ADKISON, PLS 8936



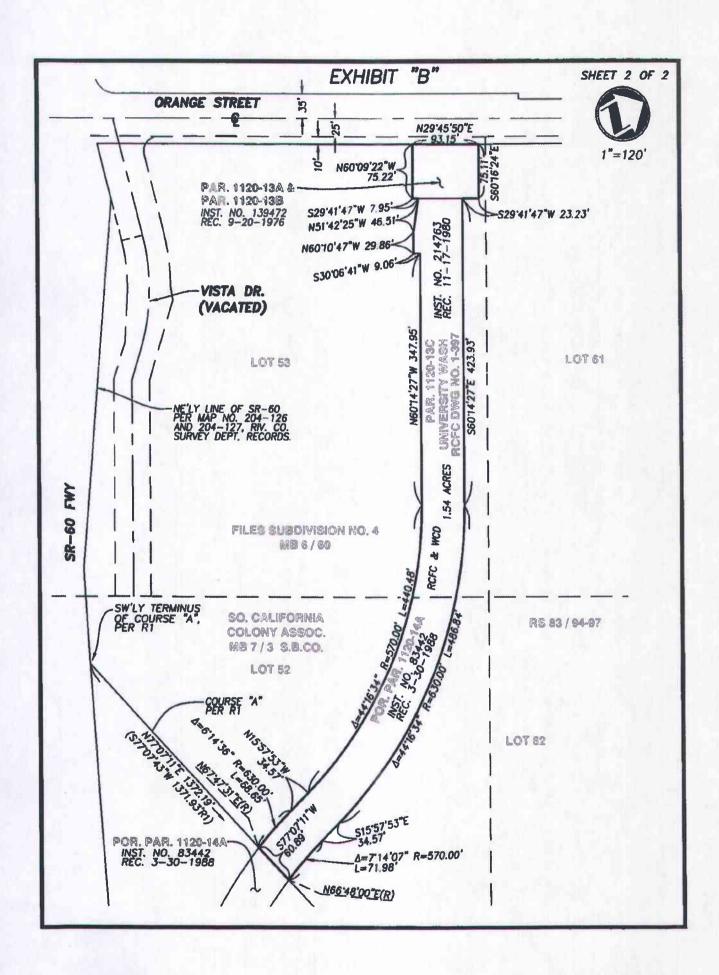
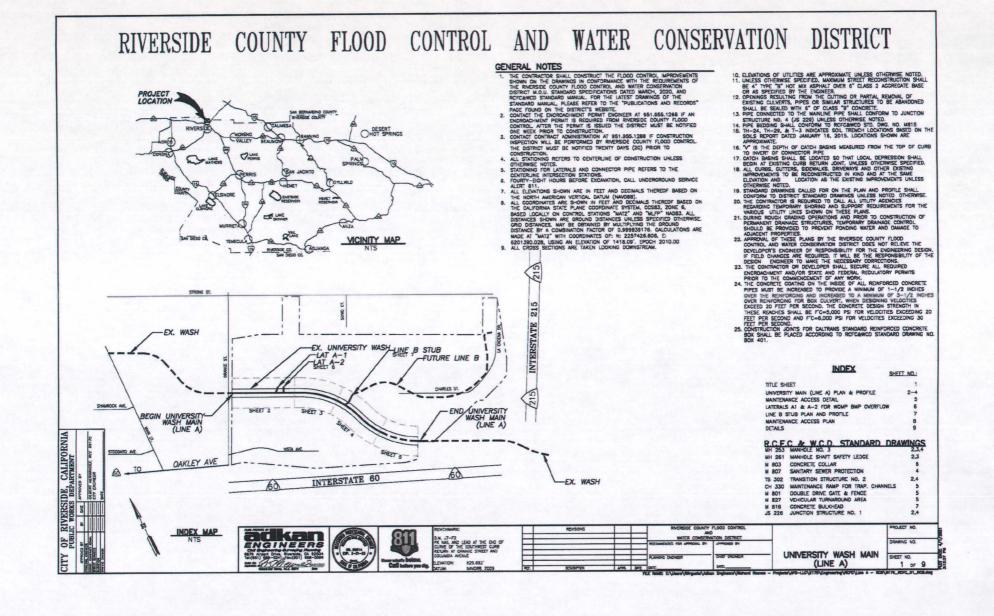
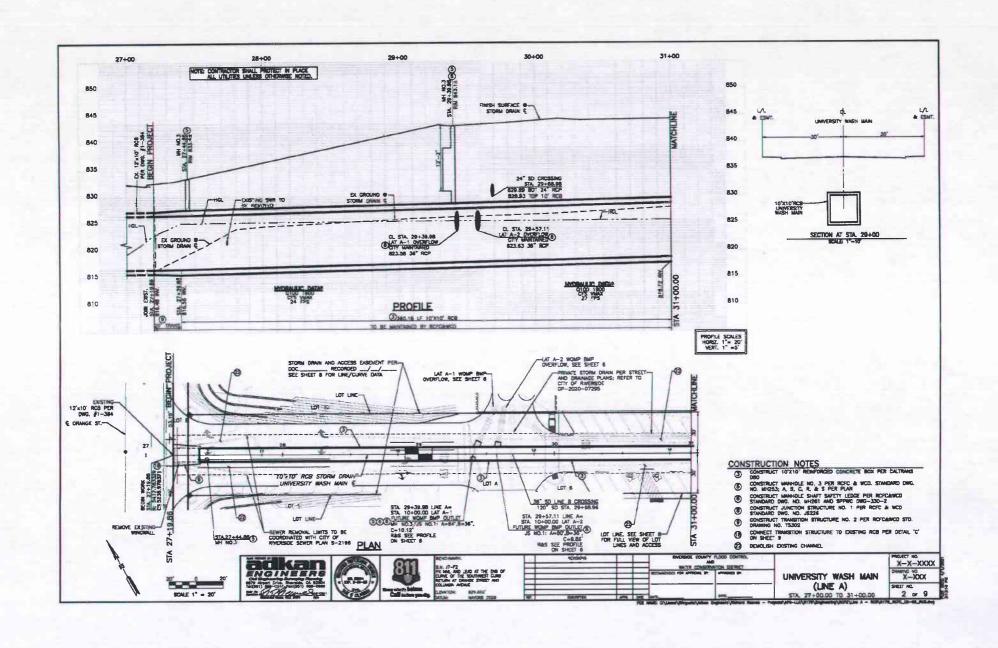
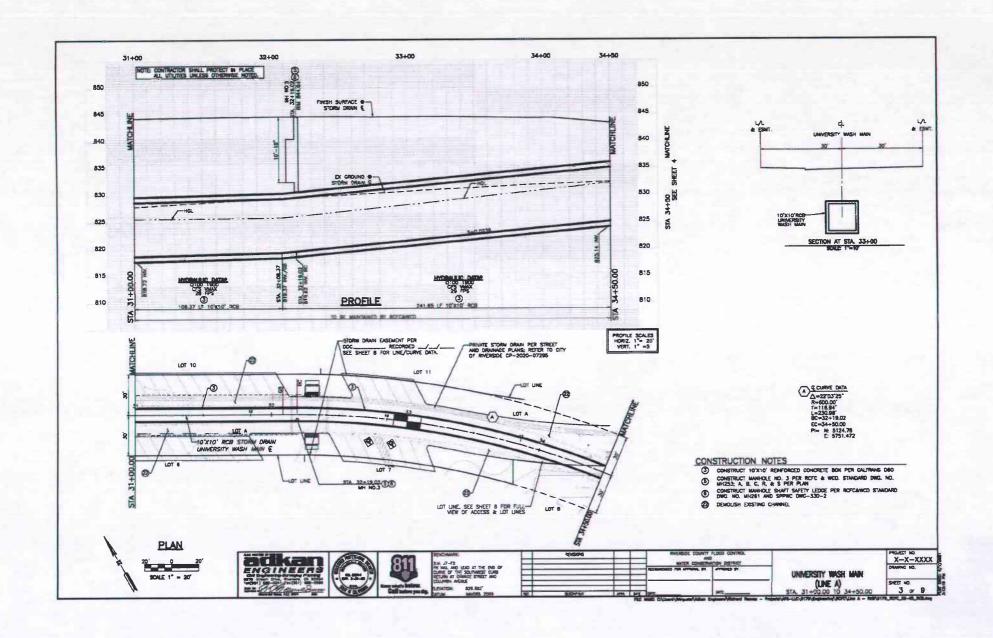
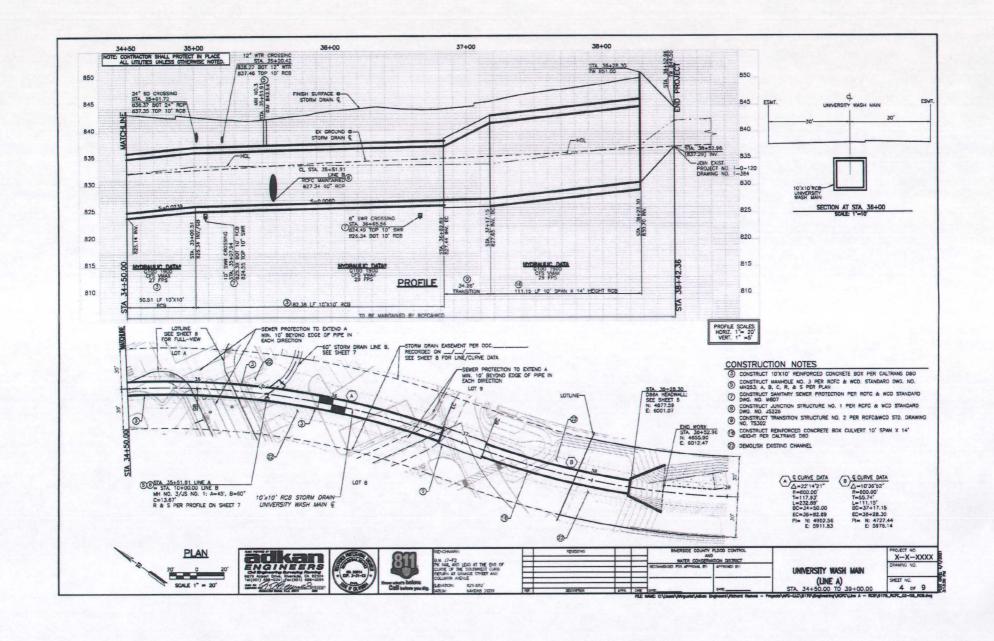


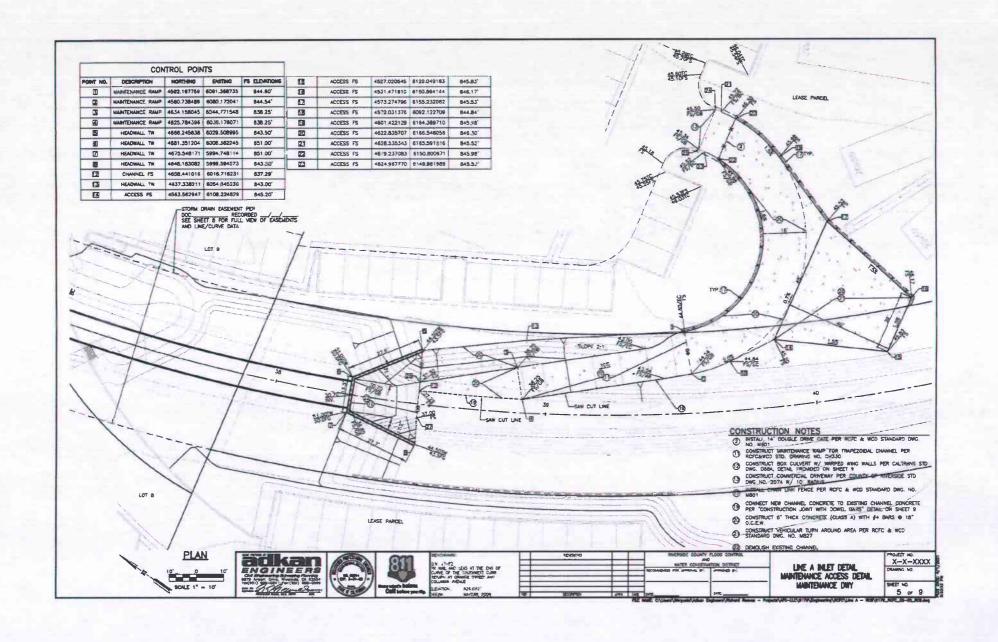
EXHIBIT "D"

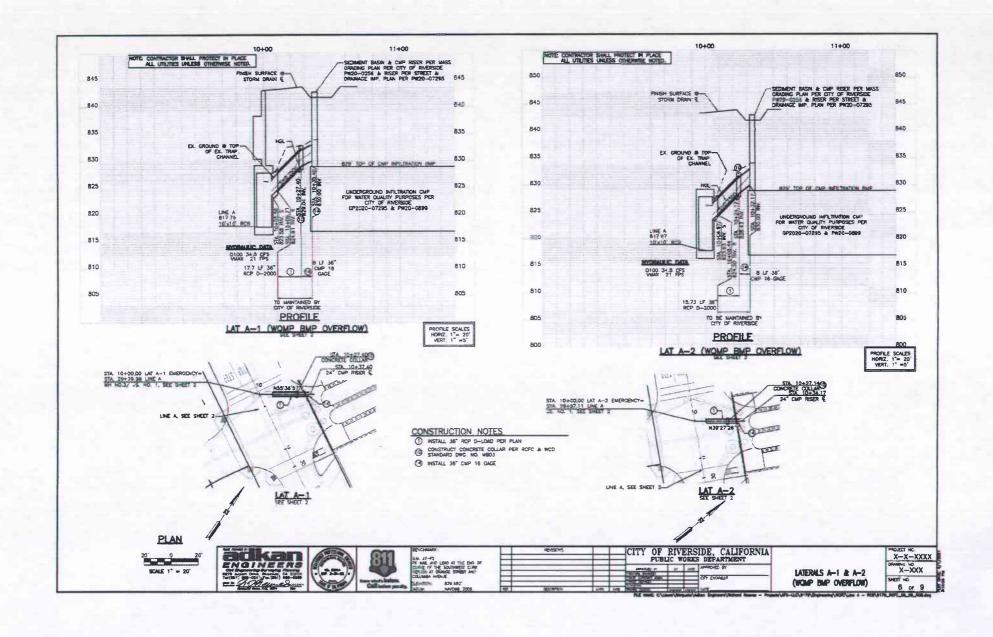


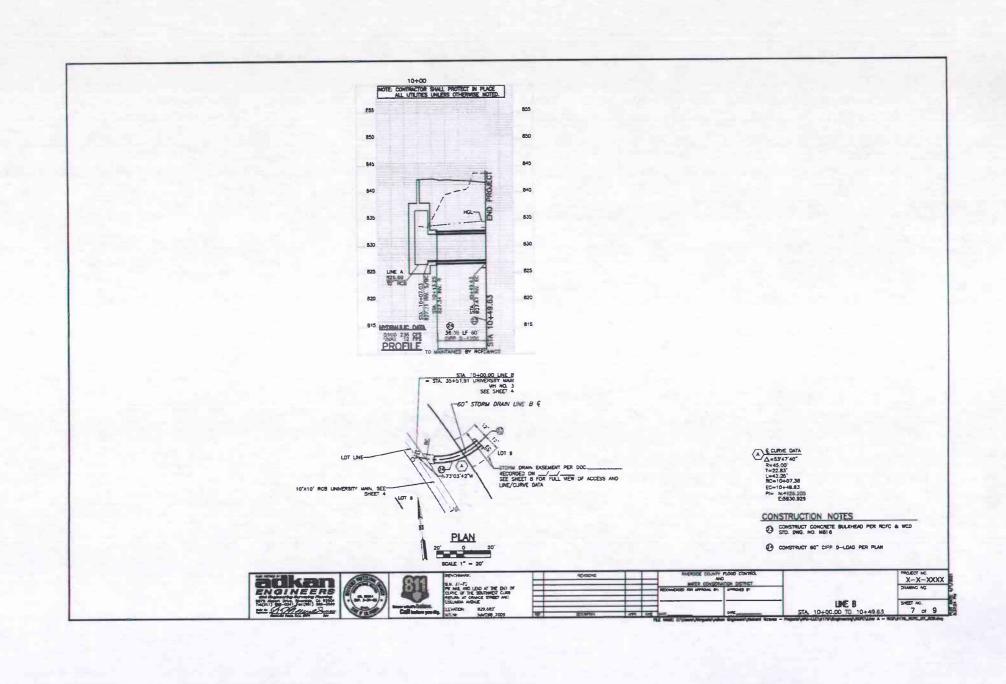


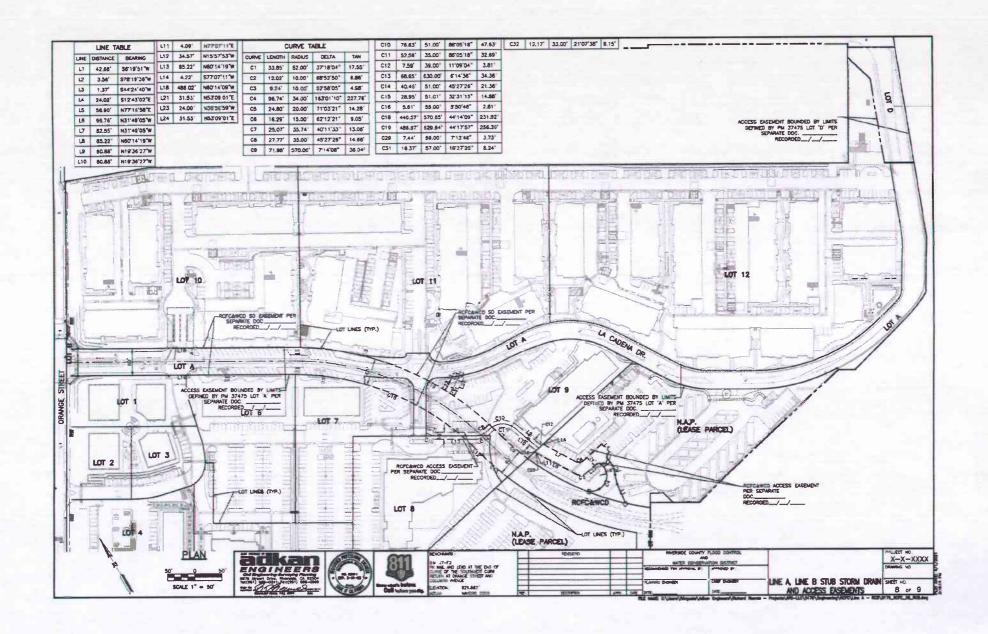


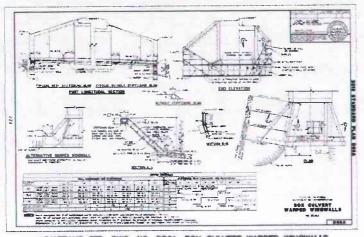




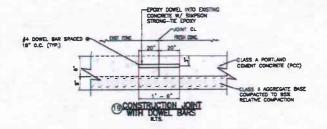


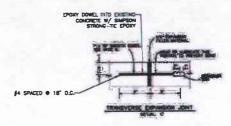






(2) CALTRANS STD. DWG. NO. DB5A: BOX CULVERT WARPED WINGWALLS





6. No. 1 Section Conference of the Conference

(B)CONNECTION TO EXISTING BOX DETAIL 'C' FROM RCFC STD. DWG. EX401







ETHICHMARK

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M. MAI AND LEAD AT THE END OF

MINIST OF THE SOUTHWEST CARD

MINIST AT CHARGE STREET AND

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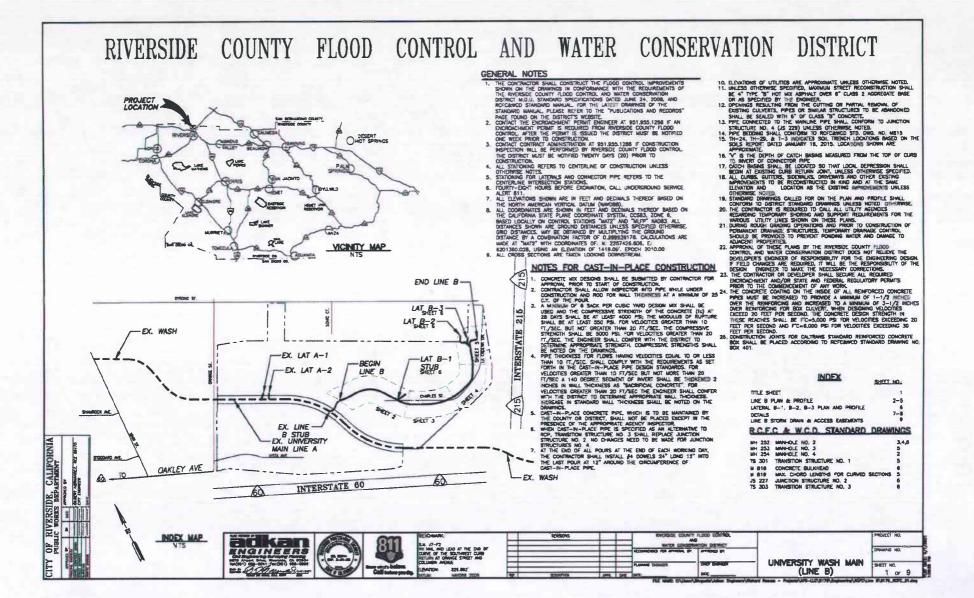
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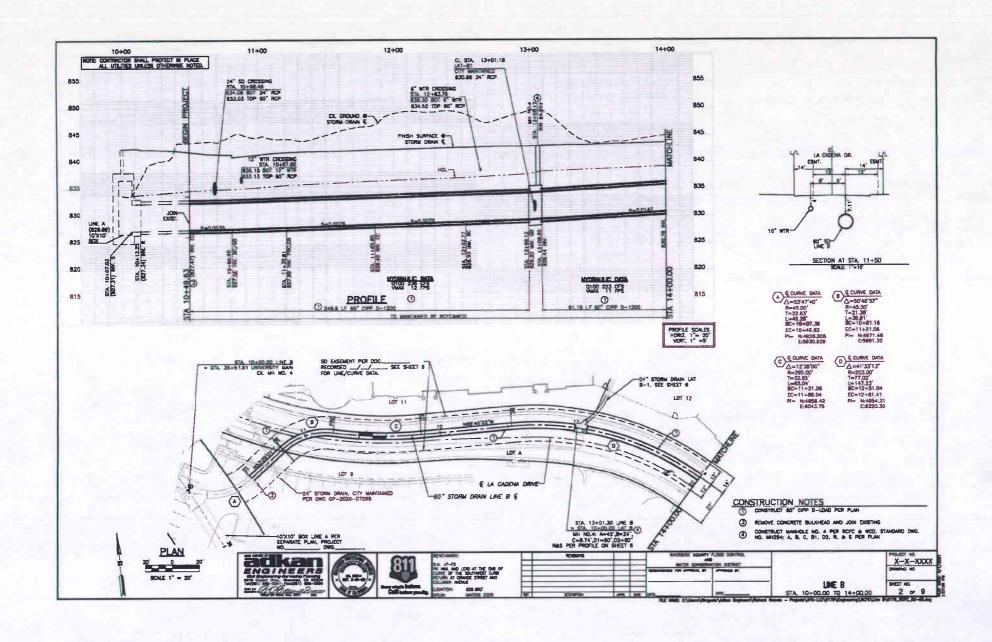
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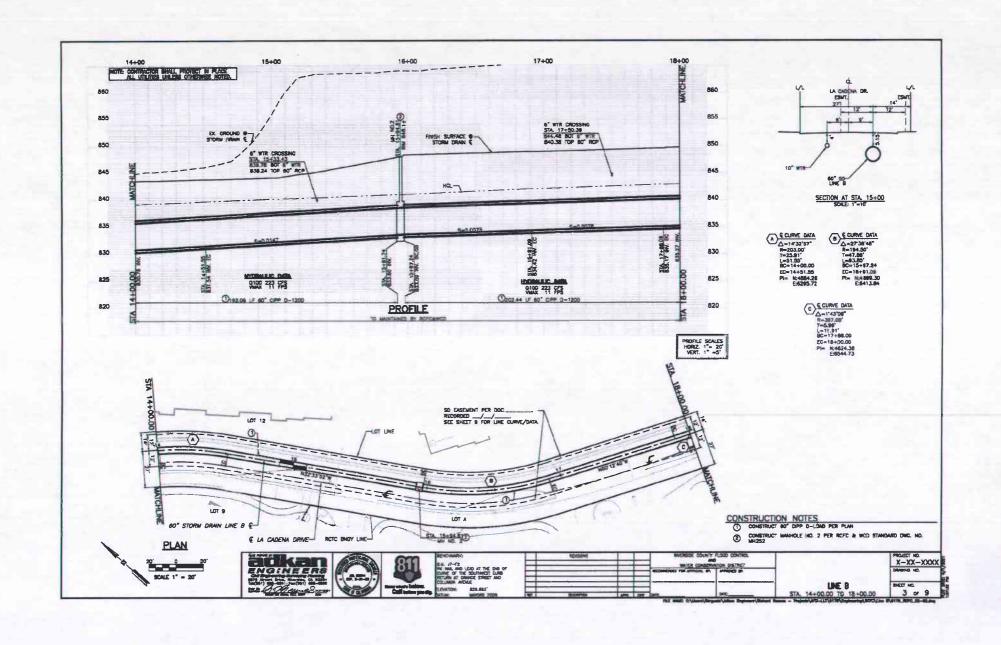
	REVISIONS			CITY OF RIVERSIDE,	IDE. CALIFORNIA		
_		_		PUBLIC WORKS DEPA			DEPARTMENT
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100	355XP10H	ATTE	DATE.	TRAFFE BRIDGE			DATE

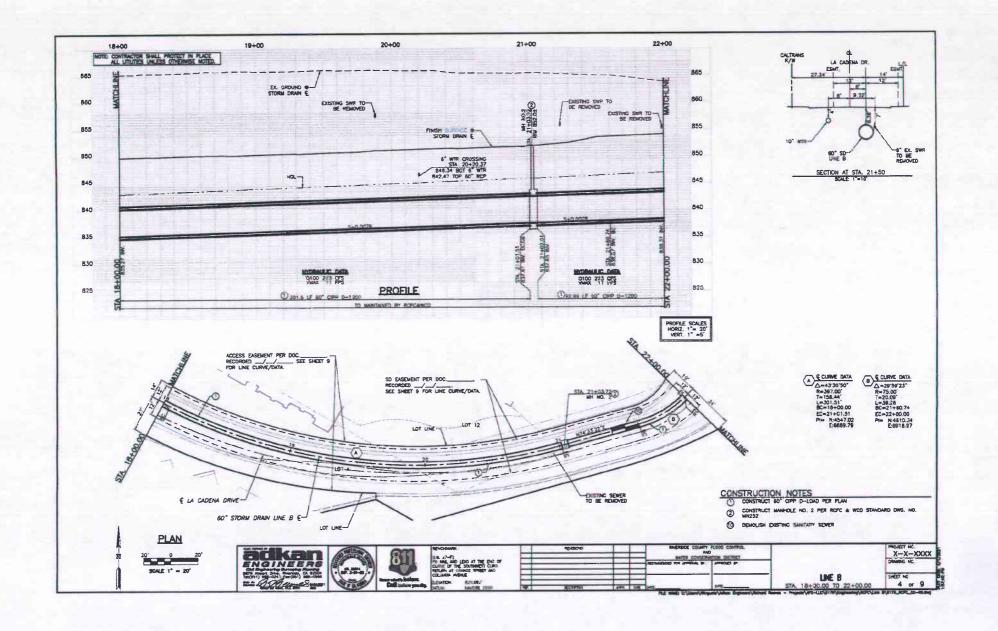
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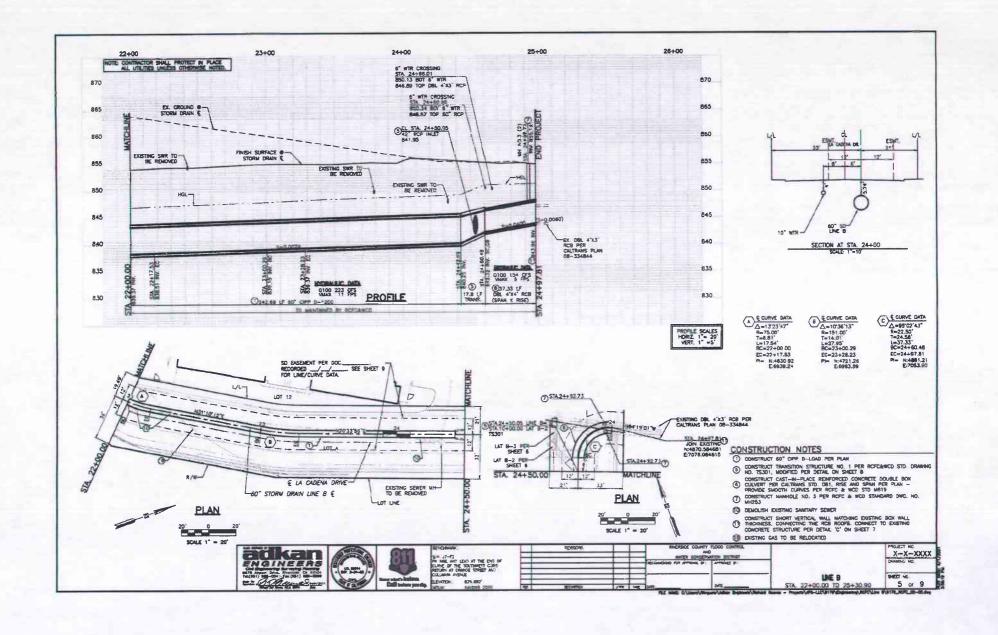
PROJECT NO.
X—X—XXXXX
DRUMME NO.
X—XXXX
SHEET NO.
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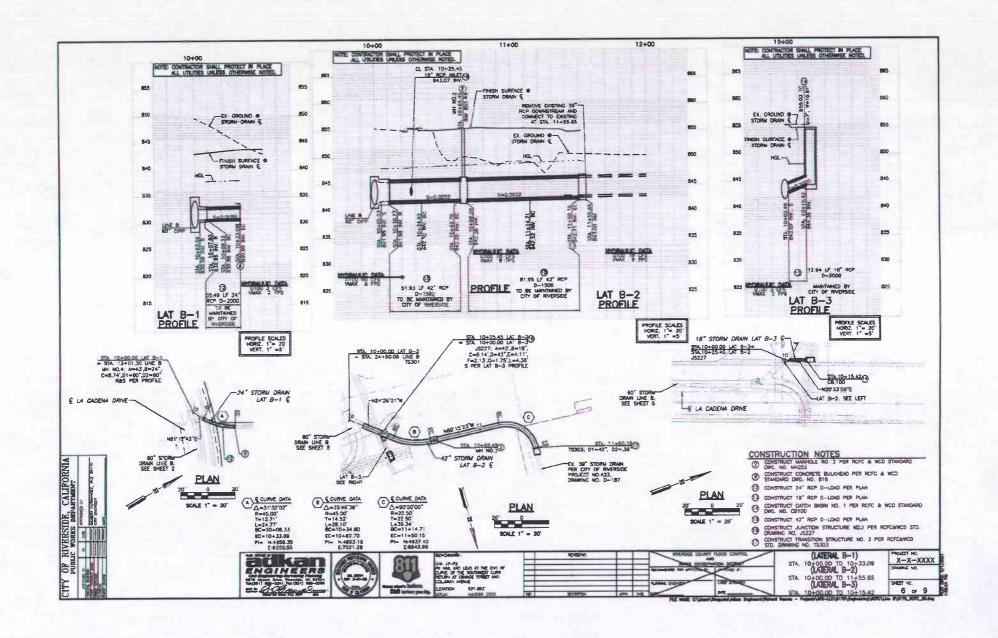


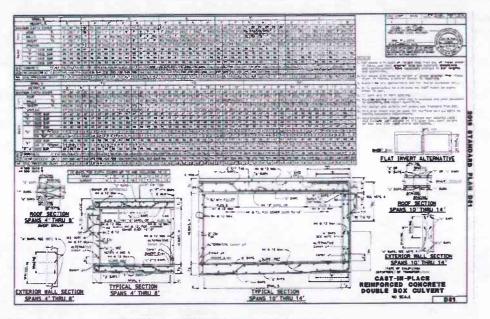




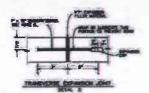








6 CALTRANS STANDARD DWG. D81 - CAST-IN-PLACE REINFORCED CONCRETE DOUBLE BOX CULVERT



The control of the co

DETAIL 'C' FROM RCFC STD. DWG. BX401









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			_	STREET, CO	DESTRUTON DISTRICT

DETALS

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SHEET NO.
7 OF S

