

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



ITEM: 11.2
(ID # 15461)

MEETING DATE:

Tuesday, June 22, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2021-26, Authorization to Sell Fee Title Interest in District-Owned Real Property Located in the City of Colton, County of San Bernardino, to Power Holdings, LLC by Quitclaim Deed, RCFC Parcel No. 1030-5B, also known as APN 0277-022-62, Highgrove Storm Channel, Project No. 1-0-00030, CEQA Exempt, District 2. [\$0] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the sale is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15312 and 15061(b)(3);
2. Adopt Resolution No. F2021-26, Authorization to Sell Fee Title Interest in District-Owned Real Property Located in the City of Colton, County of San Bernardino, to Power Holdings, LLC, a California limited liability company (Adjacent Owner), by Quitclaim Deed, Highgrove Storm Channel, RCFC Parcel No. 1030-5B (Subject Property), also known as APN 0277-022-62, Project No. 1-0-00030;
3. Approve that certain Agreement for Purchase and Sale of Real Property between the Adjacent Owner and the Riverside County Flood Control and Water Conservation District, a body corporate and politic (District), for the Subject Property interest, and authorize the Chair of the Board of Supervisors for the District (Board) to execute the same on behalf of the District;

Continued on Page 2

ACTION: 4/5 Vote Required, Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 6/9/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 22, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Chair of the Board to execute the Quitclaim Deed in favor of the Adjacent Owner; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

Continued on Page 3

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 23, 2021, the Board adopted Resolution No F2021-11 declaring notice of its intent to sell the fee interest of District-owned real property identified with RCFC Parcel No. 1030-5B (Subject Property), also known as APN 0277-022-62, located in the city of Colton, County of San Bernardino to the Adjacent Owner, a California limited liability company. Resolution No. F2021-11 also declared the Subject Property to be exempt surplus property. The District did not send written offers to other public agencies pursuant to California Government Code 54220 et seq. because this is former right of way and is being sold to an adjacent owner, and any other purchaser would be landlocked.

Pursuant to Water Code Appendix Sections 48-9 and 48-13, the District may dispose of real property of every kind within or outside the District boundaries necessary and convenient to the full exercise of its powers after adoption of a resolution declaring that a real property interest is no longer necessary to be retained for District use or purposes. The District does not require the fee interest of the Subject Property.

District staff has negotiated an Agreement for Purchase and Sale of Real Property (Agreement) with the Adjacent Owner for the fee simple interest in real property. The District will transfer its interest in the Subject Property by a Quitclaim Deed. Under the terms of the Agreement, the Adjacent Owner would pay, at its sole cost and expense, including without limitation, all recording fees, documentary transfer taxes, Board fees, County Counsel billable hours along with all District staff costs, and any other charges related to the filing of the Quitclaim Deed with the Riverside County Recorder. The purchase price was determined because of the uselessness of the Subject Property to the District and the burden and cost of maintaining it, as well as the Subject Property's location and physical condition.

Pursuant to CEQA, the proposed sale of property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15312 – Surplus Government Property Sales. The proposed sale of the Subject Property is for a remnant surplus parcel which is no longer needed for the use by or purposes of the District and is not located within an area of statewide, regional or areawide concern, as is identified in the CEQA Guidelines Section 15026(b)(4). The Subject Property is of such size, shape or inaccessibility

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

that it is incapable of independent development or use. Furthermore, the Subject Property does not have significant value for wildlife habitat or other environmental resources, and the use of the Subject Property and adjacent property has not changed since the time of acquisition by the District. The proposed sale of the Subject Property is also exempt under CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, because it can be seen with certainty that there is no possibility that the proposed sale of the Subject Property will have a significant effect on the environment as it is merely the transfer of vacant land and does not authorize any subsequent land use.

Resolution No. F2021-26, the Agreement for Purchase and Sale of Real Property, and the Quitclaim Deed have been approved as to form by County Counsel.

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

Prev. Agn. Ref.: 11.3 of March 23, 2021, MT 14578

Impact on Residents and Businesses

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

ATTACHMENTS:

1. Resolution No. F2021-26
2. Vicinity Map
3. Agreement for Purchase and Sale of Real Property
4. Quitclaim Deed

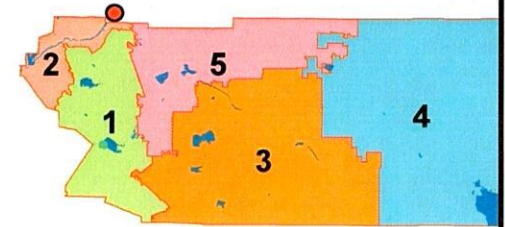
P8\238473
JP:rlp



Jason Farin, Principal Management Analyst 6/15/2021



Gregory L. Priamos, Director County Counsel 6/10/2021



Supervisor Districts

Legend

- San Bernardino Parcels
- Existing Facility
- RCFC Parcel
- Facility Location

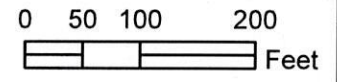
Description

HIGHGROVE CHANNEL
 RCFC Numbers:
 1030-4, 1030-5A, 1030-5B, 1030-6
 Project No 1-0-00030

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
 Subject Property - APN 0277-022-62 (San Bernardino County)
 Vicinity Map



BOARD OF SUPERVISORS

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

RESOLUTION NO. F2021-26

AUTHORIZATION TO SELL FEE TITLE INTEREST IN DISTRICT-OWNED REAL PROPERTY LOCATED IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, TO POWER HOLDINGS, LLC BY QUITCLAIM DEED, RCFC PARCEL NO. 1030-5B, ALSO KNOWN AS ASSESSOR'S PARCEL NUMBER 0277-022-62, HIGHGROVE STORM CHANNEL, PROJECT NO. 1-0-00030

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) owns certain real property in fee title known as RCFC Parcel No. 1030-5B (Subject Property), which is within the city of Colton, County of San Bernardino, State of California, identified as Assessor's Parcel Number 0277-022-62; and

WHEREAS, the Subject Property consists of approximately 11,000 square feet of land and is legally described in the Grant Deed attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Subject Property is an unimproved remnant of the Highgrove Storm Channel and is not needed by the District; and

WHEREAS, the adjacent property owner, Power Holdings, LLC, a California limited liability company (Adjacent Owner), to the south of the Subject Property desires to purchase the Subject Property from the District; and

WHEREAS, on March 23, 2021, the District's Board of Supervisors (Board) adopted Resolution No. F2021-11 declaring the Subject 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, the District was not required to send written offers to sell the Subject Property to other public agencies because, regarding AB 1486, the remnant Subject Property did qualify as Exempt Surplus Land; and

WHEREAS, pursuant to the California Water Code Appendix Sections 48-9 and 48-13, Section 9, the District may dispose of real property of every kind 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

06.22.2021 11.2

FORM APPROVED COUNTY COUNSEL
BY [Signature] 6/9/21
DATE
RYAN D YABKO

1 **WHEREAS**, the District finds that the sale of the Subject Property is in the best interest of the District
2 for the sale of it by the District will terminate liability and maintenance responsibilities for the District; and

3 **WHEREAS**, the District desires to sell the Subject Property to the Adjacent Owner, and the Adjacent
4 Owner desires to purchase the Subject Property from the District and enter into that certain Agreement for
5 Purchase and Sale of Real Property between the District and the Adjacent Owner (Agreement); and

6 **WHEREAS**, the District has reviewed and determined the sale of the Subject Property is
7 categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA
8 Guidelines Section 15312, Surplus Government Property Sales, as the Subject Property is not located in an
9 area of statewide, regional or areawide concern as defined in the CEQA guidelines Section 15026(b)(4), does
10 not have significant value for wildlife habitat or other environmental resources, the use of the Subject
11 Property and adjacent property has not changed since the time of purchase by the District and is exempt under
12 the "Common Sense" exemption pursuant to State CEQA Guidelines Section 15061(b)(3), as it can be seen
13 with certainty that the Subject Property sale will not have significant effect on the environment.

14 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Board, in
15 regular session assembled on or after June 22, 2021, at or after 9:30 a.m., in its meeting room located on the
16 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board
17 finds that the environmental impacts of the sale of the Subject Property have been sufficiently assessed and
18 have been determined that the activity in question qualifies for the "Class 12" categorical exemption pursuant
19 to Article 19 of the CEQA, State CEQA Guidelines Section 15312; and is also consistent with the "Common
20 Sense" exemption pursuant to State CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty
21 that there is no possibility that the activity in question will have a significant effect on the environment
22 because the District is merely relinquishing and transferring fee title to the Adjacent Owner and the action
23 does not authorize any subsequent land use.

24 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of this Board that
25 this Board finds that the proposed real property conveyance would not unreasonably interfere with the use of
26 the Subject Property for the District's purposes.
27
28

1 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board authorizes the
2 sale of the Subject Property located in the County of San Bernardino, State of California, for the purchase
3 price pursuant to the terms and conditions of the Agreement and to be conveyed by Quitclaim Deed.

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

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

10
11 ROLL CALL:

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

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

18 Kecia R. Harper, Clerk of said Board

19 By 
20 Deputy



H-Rx

BOOK 2504 PAGE 317

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Grant Deed

Affix I. R. S. _____

Form 114

THIS FORM FURNISHED BY RIVERSIDE TITLE COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 FREEMAN F. HOLLYOAK and KATHERINE C. HOLLYOAK, husband and wife,
 do hereby
 GRANT to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

the real property in the _____ County of San Bernardino
 State of California, described as:

64

All that portion of Lot 53 of the BANDINI DONATION, as per plat recorded in Book 3 page 24 of Maps, records of San Bernardino County, California, that is described in that Deed from Ralph Holt, et ux, to Freeman F. Hollyoak, et ux, recorded October 26, 1949 in Book 2479 page 203 of Official Records, and that is contained within and that lies Southerly of a strip of land 100 feet in right angle width being 50 feet in width on each side of the following described center line:

BEGINNING at the most Southwesterly corner of Lot 46 of said Bandini Donation; thence from said point of beginning South 63° 23' West 1196.37 feet to a point in Rialto Road which point bears North 4° 10' East 420.71 feet from the intersection of the South line of San Bernardino County and the center line of said Rialto Road, said point of intersection of said County line and center line of Rialto Road bears South 89° 58' West 998.57 feet from Station J.5 of the Jurupa Rancho. The boundary lines of said 100 foot wide strip of land are to be extended or shortened so as to terminate on the Easterly line of said Rialto Road.

SUBJECT TO:

1. Second Installment of taxes for the fiscal year 1949-50.
2. Rights of Way, Reservations and Restrictions of record.

Dated: November 23, 1949

Freeman F. Hollyoak
Katherine C. Hollyoak

STATE OF CALIFORNIA }
 COUNTY OF }
 Riverside } SS.

On November 30, 1949
 before me, the undersigned, a Notary Public in and for
 said County and State, personally appeared

FREEMAN F. HOLLYOAK and
KATHERINE C. HOLLYOAK

known to me to be the persons whose names are
 subscribed to the within instrument and acknowledged that
 they executed the same.

WITNESS my hand and official seal.
 2985-B

SEAL

John R. Deed
 Notary Public for said County and State

SPACE BELOW FOR RECORDER'S USE ONLY

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INDEXED

RECORDED AT REQUEST OF
 Pioneer Title Ins. and Trust Co.
 DEC 23 1949 at 8 A.M.

BOOK 2504 PAGE 317
 OFFICIAL RECORDS
 San Bernardino County, Calif.
 TED R. CARPENTER, Recorder

Eva Bernis Exp.

ms
9

Highgrove Storm Channel
Project No. 1-0-00030
APN 0277-022-62
RCFC Parcel No. 1030-5B

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
[And Optional Joint Escrow Instructions]**

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (Agreement) is entered into this 22nd day of June, 2021 (Effective Date) by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "SELLER") and Power Holdings, LLC, a California limited liability company, (hereinafter called "BUYER") for acquisition by BUYER from SELLER of certain real property interests from the Highgrove Storm Channel. BUYER and SELLER are sometimes collectively referred to herein as the "Parties".

RECITALS

- A. SELLER is the legal and equitable owner of that certain real property situated in the Highgrove area, County of San Bernardino, State of California, consisting of approximately 11,000 square feet (0.252± acres) of landlocked land, commonly known as San Bernardino County Assessor's Parcel No. 0277-022-62, and referenced as RCFC Parcel No. 1030-5B, legally described in Exhibit "A", attached hereto and by this reference incorporated herein (Property).
- B. SELLER has determined that the Property, as described hereinabove, is not needed for present or prospective public use, and it has been determined to be excess real property by the Board of Supervisors in Resolution No. F2021-11, attached hereto as Exhibit "B" and by this reference incorporated herein.
- C. BUYER has requested to purchase the Property from SELLER for assemblage with BUYER's adjacent property.
- D. SELLER has determined that the Property cannot be developed independently of itself and has agreed to sell the Property to BUYER under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties hereto mutually covenant and agree as follows:

- 1. AGREEMENT TO PURCHASE AND SALE. The Parties hereto have set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration for conveyance of the interests sought by BUYER in the Property and shall relieve the SELLER of all further obligation or claim on this account. SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth

in this Agreement, the following fee interests in certain real property, located in the Highgrove area, County of San Bernardino, State of California, consisting of approximately 11,000 square feet (0.252± acres) of landlocked land, commonly known as San Bernardino County Assessor's Parcel No. (APN) 0277-022-62, and referenced as RCFC Parcel No. 1030-5B

2. DELIVERY. Subsequent to the approval of the Board of Supervisors of the SELLER and prior to the consummation of this transaction, SELLER shall execute and deliver to BUYER a duly executed and notarized Quitclaim Deed, in recordable form, conveying the SELLER's interest in the Property to BUYER, as set forth herein. SELLER and BUYER hereby agree to cooperate with the execution of all documents necessary to complete transfers of the properties.

3. PARCEL SOLD "AS-IS." BUYER hereby acknowledges that the Property is offered and sold in its "As-Is" condition and subject to any property taxes and assessments, if any, 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. BUYER agrees to defend, indemnify and hold SELLER harmless from any and all claims that other parties may make or assert on the title to the Property, except as provided for herein.

4. PURCHASE PRICE. BUYER shall pay SELLER all good and valuable consideration, as the purchase price for the Property (the "Purchase Price"). BUYER shall pay, at its sole cost and expense, including without limitation, all recording fees, documentary transfer taxes, Board Fees, County Counsel billable hours along with all District staff costs and any other charges related to the filing of the Quitclaim Deed with the Riverside County Recorder. The above stated Purchase Price to be payable in legal tender cash, Cashier's Check or wire transfer upon delivery of the above referenced Quitclaim Deed from SELLER to BUYER. BUYER shall provide a copy of the recorded Quitclaim Deed immediately following the filing of the document with that County Recorder, or as soon as possible thereafter. As an alternative, BUYER shall have the option to handle this transaction through an escrow as provided below. The exercise or said option shall be made in writing and submitted to SELLER concurrently with the submittal of this Agreement for approval by the Board of Supervisors.

5. ESCROW (OPTIONAL). In the event that BUYER exercises its option to have the transaction handled through an escrow, BUYER shall pay, at its sole cost and expense, including, but not limited to, all escrow and recording fees incurred in this transaction and, if title insurance is desired by the BUYER, the premium charged therefore. It being recognized that SELLER is a tax-exempt entity, notwithstanding the forgoing.

In the event BUYER exercises its option as provided above, within seven (7) days after the Effective Date of this Agreement, BUYER and SELLER shall establish an Escrow for the close of the sale of the conveyance of the Property to BUYER, with the escrow department of BUYER's choice whose office shall be located in Riverside County, California (Escrow Agent). Escrow Agent shall notify both Parties in writing of the specific date on which the Escrow has opened (Opening of Escrow). This Agreement shall constitute Escrow Instructions, provided, however, that Escrow Agent shall prepare general instructions as may be deemed necessary by the Escrow Agent for the fulfillment of this Agreement and deliver those general instructions to SELLER and BUYER. BUYER and SELLER shall each execute the general instructions, or propose changes thereto, within five (5) days after receipt of the instructions.

Escrow shall close no later than ninety (90) days following the Opening of Escrow, unless mutually extended in writing by both Parties (Close of Escrow). If there is any conflict between the terms of the general instructions and this Agreement, the provisions of this Agreement shall prevail unless the conflicting provision is specifically identified as an amendment to this Agreement. If BUYER is in need of a policy of title insurance, they shall obtain said policy and be responsible for the payment of any premium for said policy.

6. POSSESSION. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by BUYER shall commence on the date the Quitclaim Deed is recorded and/or as of the Close of Escrow controlling this transaction.

7. WARRANTIES & REPRESENTATIONS. The Parties warrant and represent that they have each taken the respective required actions to permit the execution, delivery and performance of obligations under this Agreement.

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

9. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction.

10. NOTICES. All notices, certificates or other communications hereunder deemed necessary to fulfill the terms, conditions or covenants of this Agreement, and/or necessary to complete the transaction of escrow shall be delivered or deposited in the United States mail in registered form with postage fully prepaid to the following respective addresses:

DISTRICT: Riverside County Flood Control
and Water Conservation District
Attn: Jack L. Peabody
Real Property Agent III
1995 Market Street
Riverside, CA 92501

BUYER: Power Holdings, LLC
5129 Lipizzan Place
Alta Loma, CA 91737

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

Any notice made by mail shall be deemed received forty-eight (48) hours after deposit of such notice in the U.S. Mail within Riverside County, California, addressed as provided above, or as change in writing to the other Parties hereto.

11. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement, and each Party shall promptly execute all documents necessary to effectuate the intent herein and shall perform in strict accordance with each of the provisions contained herein.

12. MODIFICATION. The Parties shall execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Agreement whenever occasion shall arise and request for such instruments shall be made. 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.

13. NO BROKERS. SELLER and BUYER agree that no brokers or real estate agents involved in this transaction that would be entitled to fees or commissions. Each of the Parties shall hold the other harmless from any claims for such fees or commissions claimed by a broker or real estate agent claiming through the Parties.

14. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than SELLER and BUYER any rights, remedies or claims under or by reason of this Agreement or any covenants, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Agreement made by or on behalf of SELLER or BUYER shall be for the sole exclusive benefit of SELLER and BUYER, their heirs, successor in interest or assigns.

15. All covenants, stipulations, promises, agreements and obligations of the Parties hereto contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Parties hereto, respectively, and not any member, officer, employee or agent of the parties hereto in and individual capacity, and no recourse shall be had for any claim based on or under this Agreement against member, officer, employee or agent of the Parties hereto.

16. SUCCESSORS & ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

17. DEFAULT. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement by delivering written notice thereof to the defaulting Party, and if the BUYER is the non-defaulting Party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any.

18. PARTIAL INVALIDITY. If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Agreement on the part of SELLER or BUYER to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Agreement.

19. INTERPRETATION & 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.

20. The Parties have had the opportunity to seek the advice of independent legal counsel prior to executing this Agreement. The Parties acknowledge that no Party, agent or attorney of any Party has made a promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Agreement to induce any other Party to execute this Agreement. Each Party acknowledges that it has not executed this Agreement in reliance upon any promise, representation or warranty not contained herein.

21. APPLICABLE LAW. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to enforcement of this Agreement shall be in the County of Riverside.

22. ENTIRE AGREEMENT. This Agreement and all attachments and exhibits hereto constitute the entire agreement of the Parties. There are no oral or written agreements that are not expressly set forth in the Agreement or the related documents being executed in connection with this Agreement.

23. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

24. NO WAIVER. No waiver or breach of any provision shall be deemed a waiver or breach of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving Party. No extension of time for any other obligation or act.

25. Each Party hereto warrants that the person(s) subscribing hereunder has the power and authority to bind said Party, his heirs, assigns, personal representatives or their successors in interest.

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

27. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Disposition Agreement on date indicated on page 1.

BUYER:


Date: 5/25/21

By: 
SANYOGAYA NAIDU
Manager

SELLER:

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

Date: 06.22.2021

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

Date: 5-20-2021

By: 
JASON E. UHLEY
General Manager-Chief Engineer

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: 
RYAN YABKO
Deputy County Counsel

By: 

Date: 6/1/21

Date: 06.22.2021

Highgrove Storm Channel
Project No. 1-0-00030
APN 0277-022-62
RCFC Parcel No. 1030-5B

JLP:rlp
5/20/2021

EXHIBIT "A"

H-Rx

BOOK 2504 PAGE 317

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Grant Deed

Affix I. R. S.

Form 114

THIS FORM FURNISHED BY RIVERSIDE TITLE COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 FREEMAN F. HOLLYOAK and KATHERINE C. HOLLYOAK, husband and wife,
 do hereby
 GRANT to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

the real property in the County of San Bernardino
 State of California, described as:

All that portion of Lot 53 of the BANDINI DONATION, as per plat recorded in Book 3 page 24 of Maps, records of San Bernardino County, California, that is described in that Deed from Ralph Holt, et ux, to Freeman F. Hollyoak, et ux, recorded October 26, 1949 in Book 2479 page 203 of Official Records, and that is contained within and that lies Southerly of a strip of land 100 feet in right angle width being 50 feet in width on each side of the following described center line:

BEGINNING at the most Southwesterly corner of Lot 46 of said Bandini Donation; thence from said point of beginning South 63° 23' West 1196.37 feet to a point in Rialto Road which point bears North 4° 10' East 420.71 feet from the intersection of the South line of San Bernardino County and the center line of said Rialto Road, said point of intersection of said County line and center line of Rialto Road bears South 89° 58' West 998.57 feet from Station J.5 of the Jurupa Rancho. The boundary lines of said 100 foot wide strip of land are to be extended or shortened so as to terminate on the Easterly line of said Rialto Road.

SUBJECT TO:

1. Second Installment of taxes for the fiscal year 1949-50.
2. Rights of Way, Reservations and Restrictions of record.

Dated: November 23, 1949

Freeman F. Hollyoak
Katherine C. Hollyoak

STATE OF CALIFORNIA }
 COUNTY OF } SS.
 Riverside }

On November 30, 1949
 before me, the undersigned, a Notary Public in and for
 said County and State, personally appeared

FREEMAN F. HOLLYOAK and
 KATHERINE C. HOLLYOAK

known to me to be the person(s) whose name(s) are
 subscribed to the within instrument and acknowledged that
 they executed the same.

WITNESS my hand and official seal.
 2975-6

SEAL
 (Seal)
[Signature]
 Notary Public for said County and State

SPACE BELOW FOR RECORDER'S USE ONLY

64
INDEXED

RECORDED AT REQUEST OF
 Pioneer Title Ins. and Trust Co.
 DEC 23 1949 at 8 A.M.

BOOK 2504 PAGE 317
 OFFICIAL RECORDS
 San Bernardino County, Calif.
 TED R. CARPENTER, Recorder

Eva Bernis Exp.

[Handwritten initials]

EXHIBIT "B"

BOARD OF SUPERVISORS

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

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**RESOLUTION NO. F2021-11
DECLARATION OF EXEMPT SURPLUS LAND AND NOTICE OF INTENT TO SELL
A FEE SIMPLE INTEREST IN REAL PROPERTY, LOCATED IN THE CITY OF COLTON, COUNTY
OF SAN BERNARDINO, RCFC PARCEL NO. 1030-5B, APN 0277-022-62, PROJECT NO. 1-0-00030**

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) is the fee owner of a certain parcel of real property identified with Assessor's Parcel Number 0277-022-62, which contains RCFC Parcel No. 1030-5B as described on the Grant Deed attached hereto and incorporated herein (Property); and

WHEREAS, the District acquired the Property by Grant Deed recorded December 23, 1949 in Book 2504, Page 317 of the Official Records of the County of San Bernardino; and

WHEREAS, the District would like to remove both the obligation of maintenance and responsibility of the Property, as well as place the Property back onto the tax rolls; and

WHEREAS, the District has determined that the Property is not needed for any current or any future facilities, thereby making the it no longer necessary for the District's use or purposes; and

WHEREAS, it is in the public interest to surplus and sell the Property; and

WHEREAS, pursuant to California Water Code Appendix, Chapter 48-9, Subsection 5 and Chapter 48-13, the District may dispose of any interest in real property determined to be no longer necessary to be retained for the uses and purposes of the District.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the District (Board), in regular session assembled on March 23, 2021 at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors of the District, located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that the Property is no longer necessary to be retained by the District for the uses and purposes of the District and is hereby declared as surplus, pursuant to California Water Code Appendix, Chapter 48-9, Subsection 5 and Chapter 48-13.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Property is hereby declared exempt surplus land pursuant to California Government Code Section 54221(f)(1)(E) because the land is former right of way that that will be conveyed to an owner of adjacent property.

FORM APPROVED COUNTY COUNSEL
BY: WESLEY W. STANFIELD
DATE

1 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by this Board that the Clerk of the
2 Board is directed to give notice pursuant to Section 6061 of the Government Code.

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ROLL CALL:

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

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

Kecia R. Harper, Clerk of said Board

By 
Deputy

H-R*

BOOK 2504 PAGE 317

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Grant Deed

AM: I. R. S. 5

Form 114 THIS FORM FURNISHED BY RIVERSIDE TITLE COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
FREEMAN F. HOLLYOAK and KATHERINE C. HOLLYOAK, husband and wife,
do hereby
GRANT to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

the real property in the County of San Bernardino
State of California, described as:

All that portion of Lot 53 of the BANDINI DONATION, as per plat recorded in Book 3 page 24 of Maps, records of San Bernardino County, California, that is described in that Deed from Ralph Holt, et ux, to Freeman F. Hollyoak, et ux, recorded October 26, 1949 in Book 2479 page 203 of Official Records, and that is contained within and that lies Southerly of a strip of land 100 feet in right angle width being 50 feet in width on each side of the following described center line:

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SUBJECT TO:

1. Second Installment of taxes for the fiscal year 1949-50.
2. Rights of Way, Reservations and Restrictions of record.

Dated: November 23, 1949
Freeman F. Hollyoak
Katherine C. Hollyoak

STATE OF CALIFORNIA }
COUNTY OF } ss.
Riverside }

On November 30, 1949
before me, the undersigned, a Notary Public in and for
said County and State, personally appeared

FREEMAN F. HOLLYOAK and
KATHERINE C. HOLLYOAK

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.
2985-b

SEAL

Philip R. Duell
Notary Public for said County and State

SPACE BELOW FOR RECORDER'S USE ONLY

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INDEXED

RECORDED AT REQUEST OF
Pioneer Title Ins. and Trust Co.
DEC 23 1949 at 8 A.M.

BOOK 2504 PAGE 317
OFFICIAL RECORDS
San Bernardino County, Calif.
TED H. CALPANTER, Recorder

Eva Romie Est.

ms [unclear]
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Recorded at request of, and return to:
Power Holdings, LLC
5129 Lipizzan Place
Alta Loma, California 91737

COPY

Project: Highgrove Storm
Channel Project No.: 1-0-00030

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

RCFC Parcel No: 1030-5B

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **RIVERSIDE COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT**, a body corporate and politic, herein hereby remises, releases and quitclaims to POWER HOLDINGS, LLC, a California limited liability company, all that right, title and interest in and to the real property situated in the city of Colton, County of San Bernardino, State of California, described in legal description attached hereto as Exhibit "A" and made a part hereof.

Assessor's Parcel Number: 0277-022-62

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date: JUN 22 2021

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

ATTESTS:

KECIA HARPER
Clerk of the Board of Supervisors

By: [Signature]
Deputy

JUN 22 2021 11.2

LEGAL DESCRIPTION

All that portion of Lot 53 of the Bandini Donation, as per plat recorded in Book 3, Page 24 of Maps, records of San Bernardino County, California, that is described in that Deed from Ralph Holt, et ux, to Freeman F. Hollyoak, et ux, recorded October 26, 1949 in Book 2479, Page 203 of Official Records, and that is contained within and that lies southerly of a strip of land 100 feet in right angle width being 50 feet in width on each side of the following described center line:

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