

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



**ITEM: 11.4**  
(ID # 17153)

**MEETING DATE:**

Tuesday, September 21, 2021

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adopt Resolution No. F2021-35, Authorization to Sell a Fee Simple Interest in Real Property and Reserve an Inundation Easement (RCFC Parcel No. 6135-8C, Also Known as APN 654-270-031), Located in the County of Riverside, to Alibaba Farzaneh and Dan Hamilton by Quitclaim Deed, Project No. 6-0-00135, Nothing Further is Required Under CEQA, District 4. [\$0] (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier certified Environmental Impact Report (EIR) and have been avoided or mitigated pursuant to that earlier certified EIR; and
2. Adopt Resolution No. F2021-35, Authorization to Sell a Fee Simple Interest in Real Property and Reserve an Inundation Easement (RCFC Parcel No. 6135-8C, Also Known as APN 654-270-031) (Subject Property), Located in the County of Riverside, to Alibaba Farzaneh and Dan Hamilton by Quitclaim Deed; and

Continued on page 2

**ACTION: 4/5 Vote Required**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

9/9/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 21, 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:

3. Approve that certain Agreement for Purchase and Sale of Real Property (Agreement) between Alibaba Farzaneh and Dan Hamilton and the Riverside County Flood Control and Water Conservation District (District) for the Subject Property, and authorize the Chair of the District's Board of Supervisors (Chair) to execute the same on behalf of the District; and
4. Authorize the Chair to execute the Quitclaim Deed in favor of Alibaba Farzaneh and Dan Hamilton; 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.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	0	\$0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	N/A

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The District owns certain real property located in the County of Riverside, identified by Assessor's Parcel Number 654-270-031 (Property). The District recorded title to the Property on December 17, 1976 to construct the Wide Canyon Channel. The fee simple real property interest in the Subject Property are no longer needed, and the District desires to sell Property to the adjacent property owners.

Pursuant to Water Code Appendix Chapter 48, Section 9, and Chapter 48, Section13, 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 because an easement for inundation is sufficient for the District's use and purposes.

On June 8, 2021 (Agenda Item 11.10, MT 15304), the District's Board of Supervisors adopted Resolution F2021-25, Notice of Intent to Sell a Fee Simple Interest in Real Property and Reserve an Inundation Easement to Alibaba Farzaneh and Dan Hamilton (Adjacent Owner) with the inundation easement reservation in favor of the District. The attached Agreement provides the terms and conditions for the sale and the Quitclaim Deed to effect the conveyance. Under the terms of the Agreement, the Adjacent Owner will pay a total purchase price of \$11,000.00 to include the Subject Property and all transaction costs.



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

**California Environmental Quality Act Findings**

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15096, the District, in its limited capacity as a Responsible Agency, considered the Environmental Impact Report (EIR) (SCH# 2018071058) certified by the Lead Agency (City of Riverside) 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. F2021-35, the Agreement for Purchase and Sale of Real Property and the Quitclaim Deed with Easement Reservation 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.: 11.10 of 06/08/2021 MT15304**

**Impact on Residents and Businesses**

Increase in private property ownership and creation of access to a landlocked parcel.

**ATTACHMENTS:**

1. Resolution No. F2021-35
2. Agreement for Purchase and Sale of Real Property with the Adjacent Owner
3. Quitclaim Deed to the Adjacent Owner
4. Vicinity Map

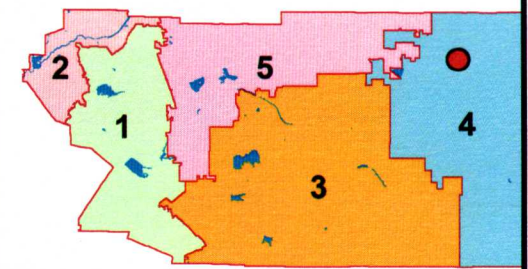
P8\239954

JP:rlp

  
\_\_\_\_\_  
Scott Bruckner 9/10/2021

  
\_\_\_\_\_  
Gregory L. Priamos, Director County Counsel 9/9/2021





Supervisorial Districts

## Legend

- Project Location
- Existing Facility
- Subject Property
- Assessors Parcels
- District Parcels

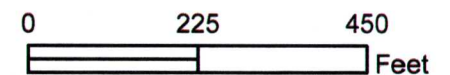
## Description

**WIDE CANYON  
CHANNEL**  
Project No. 6-0-00135

**Date Created: 1/26/2021**

Source: Esri, Maxar, 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 654-270-031**  
**RCFC Parcels - 6135-8A, 6135-8B, 6135-8C, 6135-7A, 6135-7B**  
**Vicinity Map**





Wide Canyon Channel  
 Project No. 6-0-00135  
 APN 654-270-031  
 RCFC Parcel No. 6135-8C

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 21 day of September, 2021 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic (hereinafter called "DISTRICT" or "SELLER"), and Alibaba Farzaneh, a married man as his sole and separate property, and Dan Hamilton, a single man, each as to an undivided 50% interest, as tenants in common (hereinafter called "BUYER") for acquisition by BUYER from SELLER of certain real property interests from the Wide Canyon Channel (hereinafter called "PROJECT").

#### RECITALS

- A. SELLER is the owner of certain real property located in the Desert Hot Springs area, County of Riverside, California, consisting of approximately 88,427 square feet (approximately 2.03 acres) of land, with Assessor's Parcel Number (APN) 654-270-031 and referenced as RCFC Parcel No. 6135-8C ("SELLER's PROPERTY").
- B. BUYER owns the fee simple title of certain real property adjacent to SELLER's PROPERTY and having APN 654-270-011.
- C. SELLER desires to sell and BUYER desires to purchase SELLER's PROPERTY as specifically described herein reserving unto SELLER an easement for inundation purposes ("Inundation Easement") as the SELLER's PROPERTY is within the Wide Canyon Dam spillway.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, SELLER's PROPERTY with Riverside County APN 654-270-031, reserving therefrom an Inundation Easement as the SELLER's PROPERTY is within the Wide Canyon Dam spillway.

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

The respective sections of land affected by the above listed interests in real property are legally described in attached Exhibit "A" (which is incorporated herein by this reference).



2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER as full compensation for the Property is:

**Eleven Thousand Dollars  
(\$11,000)**

This transaction shall close upon the full execution of this document, at which time SELLER shall deliver an executed Quitclaim Deed in substantially the same form as attached hereto as Exhibit "B".

3. PROPERTY SOLD IN "AS-IS" CONDITION. Buyer acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without any warranty and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property.
4. PERMISSION TO ENTER ON PROPERTY. SELLER 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 will give 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 is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 4. If BUYER fails to acquire the Property due to BUYER's default, this license will terminate upon the termination of BUYER's right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from the Property. If BUYER does not remove all of BUYER's personal property, facilities, tools and equipment from the Property within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the Property. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the Property after entering the Property to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 4, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
5. NECESSARY INSTRUMENTS. Upon the approval of the Board of Supervisors of the District, SELLER shall prepare, execute, notarize and deliver the Quitclaim Deed conveying SELLER's Property to BUYER for signatures. It shall be the responsibility of BUYER to record said quitclaim deed with the Riverside County Recorder's office. There shall be no third-party escrow with this transaction. BUYER and SELLER shall provide any additional instruments as may be necessary to complete these transactions. BUYER and SELLER hereby agree to cooperate with the execution of all documents necessary to complete the transfer of the property.

The term "close of this transaction", if and where written in these instructions, shall mean



the date necessary instruments of conveyance are recorded in the office of the Riverside County Recorder, for the affected property involved in this transaction.

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

6. TITLE AND TITLE INSURANCE. If title insurance is desired by BUYER, BUYER shall obtain said policy and be responsible for the payment of any premium for said policy.
7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the Property shall be given to BUYER upon the close of this transaction, as defined in Section 5 above.
8. CONVEYANCE OF TITLE. SELLER agrees to convey by recorded Quitclaim Deed to BUYER, SELLER's property free and clear of all recorded liens, encumbrances, assessments and taxes EXCEPT:
  - A. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California.
  - B. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
9. WARRANTIES AND REPRESENTATIONS. The parties make the following representations and warranties and that all such representations and warranties are to be true and correct as of the consummation of this transaction:
  - A. The SELLER and BUYER have each taken the respective required actions to permit the execution, delivery and performance of obligations under this Agreement.
  - B. The SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, which are, or at the close of this transaction will be a legal, valid and binding obligation respectively of each party and consummate the transaction contemplated herein.
10. INDEMNITY. BUYER agrees to indemnify, defend and hold SELLER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of BUYER's representation, warranties or covenants provided in this Agreement.
11. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction.

12. NOTICES. All notices, demands or other communications hereunder 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. Notices shall be addressed as provided below for the respective party.

BUYER:                      Alibaba Farzaneh and  
                                     Dan Hamilton  
                                     68 Cork Tree  
                                     Rancho Mirage, CA 92270

SELLER:                     Riverside County Flood Control  
                                     and Water Conservation District  
                                     Attention: Jack Peabody - Real Property Agent III  
                                     1995 Market Street  
                                     Riverside, CA 92501

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

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

13. MISCELLANEOUS.

- A. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement by delivering written notice thereof to the defaulting party, and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any.
- B. Further Instructions. Each party agrees to execute such other and further instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- C. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER.
- D. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. The venue for any proceeding related to this Agreement shall be in the County of Riverside.



- E. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.
- F. Authorities.
- A. BUYER and SELLER have each taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.
- B. BUYER and SELLER have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, which are, or at the Closing Date will be, legal, valid, and binding obligations of BUYER and SELLER respectively and can consummate the transaction contemplated herein.
- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- H. Time of Essence. The parties acknowledge that time is of the essence in this Agreement.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement, the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed



an original, and all such counterparts together shall constitute one and the same instrument.

- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- M. Brokers. SELLER and BUYER each represent and warrant to one another that such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If BUYER is in fact represented in this sale, upon and only upon the Closing, BUYER shall solely be responsible to pay any commissions or fees to BUYER's Broker. SELLER is not responsible nor is SELLER liable for any claim, charges or commissions that may arise or be alleged by a broker or agent in connection with this Agreement or the purchase or sale of the Property. BUYER shall defend, indemnify and hold harmless SELLER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by BUYER's Broker or any other person arising from or by reason of BUYER's conduct with respect to this transaction. The provisions of this Section 14.M. shall survive Closing hereunder or earlier termination of this Agreement.

14. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.
15. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting parties.

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[Signature provisions on next page]

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

**SELLER:****RECOMMENDED FOR APPROVAL**

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

By: \_\_\_\_\_

J. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

7/12/2021

Date: \_\_\_\_\_

09-21-2021**BUYER:**

Date: \_\_\_\_\_

6/29/2021

By: \_\_\_\_\_

Alibaba Farzaneh  
ALIBABA FARZANEH

Date: \_\_\_\_\_

July 02, 2021

By: \_\_\_\_\_

Dan Hamilton  
DAN HAMILTON

**APPROVED AS TO FORM:**

GREGORY P. PRIAMOS  
County Counsel

**ATTEST:**

KECIA R. HARPER  
Clerk of the Board

By: \_\_\_\_\_

Wesley Stanfield  
WESLEY STANFIELD  
Deputy-County Counsel

By: \_\_\_\_\_

Michelle Raso

Date: \_\_\_\_\_

8/5/2021

Date: \_\_\_\_\_

09-21-2021

APN 654-270-031  
Project: Wide Canyon Channel  
Project No. 6-0-00135  
RCFC Parcel No. 6135-8C

JLP:rlp  
6/23/21





# EXHIBIT “A”

193970

193970

Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
P.O. Box 1083  
Riverside, California

RECEIVED FOR RECORD

DEC 17 1976

AT 9:00 O'CLOCK A.M.

At Request of  
FIRST AMERICAN TITLE COMPANY  
OF RIVERSIDE

Book 1976, Page 193970

Recorded in Official Records  
of Riverside County, California

W.M. Dwyer, Recorder

## FREE RECORDING

This instrument is for the benefit of  
Riverside County Flood Control and  
Water Conservation District, and is  
entitled to be recorded without fee.  
(Govt. Code 6103).

Parcel s 6135-8A and 8B

Project: Wide Canyon Channel

## GRANT DEED

METHA RILEY

grants to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT the real property in the

County of Riverside, State of California, described as:

Parcel 6135-8A and Parcel 6135-8B as shown on  
Record of Survey filed August 11, 1976, in Record  
of Surveys Book 62, pages 1 through 10, inclusive,  
Office of the County Recorder, Riverside County,  
California, and Parcel 6135-8C described as all  
that portion of the East half of the Southeast  
quarter of the Southwest quarter of the Northeast  
quarter of Section 12, Township 3 South, Range 5  
East, San Bernardino Base and Meridian, lying  
Northerly of the Northerly line of Parcel 6135-8B  
as shown on said Record of Survey.

EXCEPTING THEREFROM all oil, gas and other mineral  
deposits together with the right to mine, prospect  
for, and remove same as reserved by the United  
States of America in Patent recorded February 25,  
1957, in Book 2045, page 36, of Official Records  
of Riverside County, California.

193970

Metha Riley  
METHA RILEY

DATED November 17, 1976

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.

On November 17, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared

METHA RILEY

to be the person \_\_\_\_\_ whose name is \_\_\_\_\_, known to me  
that she executed the same. subscribed to the within instrument and acknowledged

WITNESS my hand and official seal.

Larry E. Van Dam  
LARRY E. VAN DAM Notary Public

#### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to Riverside County Flood Control and Water Conservation District is hereby accepted by the under-signed officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date December 14, 1976  
John W. Buehler  
Chief Engineer

END RECORDED DOCUMENT

W. D. BALOGH, COUNTY RECORDER



EXHIBIT "B"

Recorded at request of, and return to:  
Alibaba Farzaneh  
68 Cork Tree  
Rancho Mirage, CA 92270

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Wide Canyon Channel  
Project No: 6-0-00135

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No: 6135-8C

## QUITCLAIM DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, "Grantor"**, remises, releases and quitclaims to, **Dan Hamilton, a single man and Alibaba Farzaneh, a married man as his sole and separate property, each as to an undivided 50% interest, as tenants in common, "Grantee"**, all that right, title and interest to the real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and made a part hereof.

RESERVING THEREFROM, unto the Grantor, an inundation easement, with the right, power, privilege, and occasionally to concentrate flow, flood and/or submerge that real property.

Assessor Parcel Number: 654-270-031

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT:

Date \_\_\_\_\_

By: \_\_\_\_\_

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, 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

By: \_\_\_\_\_  
Deputy

(Seal)

## EXHIBIT "A"

The Land referred to hereinbelow is situated in the Unincorporated area of the County of Riverside, State of California, was conveyed to the Riverside County Flood Control and Water Conservation District by Grant Deed recorded December 17, 1976 as Instrument No.193970 of Official Records, and is described as follows:

Riverside County Flood Control Parcel 6135-8C as shown on Record of Survey filed August 11, 1976, in Record of Surveys Book 62, Pages 1 through 20, inclusive, in the office of the County Recorder of Riverside County, California, described as all that portion of the East half of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 12 Township 3 South, Range 5 East, San Bernardino Base and Meridian, lying Northerly of the Northerly line of Riverside County Flood Control Parcel 6135-8B as shown on said Record of Survey.

EXCEPTING THEREFROM all oil, gas, and other mineral deposits together with the right to mine, prospect for, and remove same as reserved by the United States of America in Patent recorded February 25, 1957, in Book 2045, Page 36 of Official Records of Riverside County, California.



Recorded at request of, and return to:  
 Alibaba Farzaneh  
 68 Cork Tree  
 Rancho Mirage, CA 92270

COPY

Project: Wide Canyon Channel  
 Project No: 6-0-00135

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

RCFC Parcel No: 6135-8C

## QUITCLAIM DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,  
**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body  
 politic, "Grantor", remises, releases and quitclaims to, **Dan Hamilton, a single man and Alibaba Farzaneh, a married man as his sole and separate property, each as to an undivided 50% interest, as tenants in common, "Grantee"**, all that right, title and interest to the real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and made a part hereof.

RESERVING THEREFROM, unto the Grantor, an inundation easement with the right, power, privilege, and occasionally to concentrate flow, flood and/or submerge that real property.

Assessor Parcel Number: 654-270-031

RIVERSIDE COUNTY FLOOD CONTROL  
 AND WATER CONSERVATION DISTRICT:

Date SEP 21 2021

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

SEP 21 2021 11.4

## ACKNOWLEDGMENT

STATE OF CALIFORNIA )

)ss

COUNTY OF RIVERSIDE )

On September 21, 2021, before me, Priscilla Raso, 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

By: Priscilla Raso

Deputy

(Seal)

## EXHIBIT "A"

The Land referred to hereinbelow is situated in the Unincorporated area of the County of Riverside, State of California, was conveyed to the Riverside County Flood Control and Water Conservation District by Grant Deed recorded December 17, 1976 as Instrument No.193970 of Official Records, and is described as follows:

Riverside County Flood Control Parcel 6135-8C as shown on Record of Survey filed August 11, 1976, in Record of Surveys Book 62, Pages 1 through 20, inclusive, in the office of the County Recorder of Riverside County, California, described as all that portion of the East half of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 12 Township 3 South, Range 5 East, San Bernardino Base and Meridian, lying Northerly of the Northerly line of Riverside County Flood Control Parcel 6135-8B as shown on said Record of Survey.

EXCEPTING THEREFROM all oil, gas, and other mineral deposits together with the right to mine, prospect for, and remove same as reserved by the United States of America in Patent recorded February 25, 1957, in Book 2045, Page 36 of Official Records of Riverside County, California.



**BOARD OF SUPERVISORS****RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT****RESOLUTION NO. F2021-35**

AUTHORIZATION TO SELL A FEE SIMPLE INTEREST IN REAL PROPERTY AND RESERVE AN INUNDATION EASEMENT (RCFC PARCEL NO. 6135-8C, ALSO KNOWN AS APN 654-270-031), LOCATED IN THE COUNTY OF RIVERSIDE, TO ALIBABA FARZANEH AND DAN HAMILTON BY QUITCLAIM DEED; PROJECT NO. 6-0-00135

**WHEREAS**, the Riverside County Flood Control and Water Conservation District (District) owns certain real property known as RCFC Parcel No. 6135-8C (Subject Property) in the County of Riverside, State of California, identified as Assessor's Parcel Number 654-270-031;

**WHEREAS**, the Subject Property consists of 88,427 square feet of land and is legally described in Exhibit "A", attached hereto and made a part hereof;

**WHEREAS**, the District desires to sell the fee simple interest in the Subject Property to Alibaba Farzaneh and Dan Hamilton (Adjacent Owner) while reserving an inundation easement, and the Adjacent Owner desires to purchase the fee interest in the Subject Property from the District subject to the District's reservation of an inundation easement and enter into that certain Agreement for Purchase and Sale of Real Property (Agreement) between the District and the Adjacent Owner;

**WHEREAS**, pursuant to the California Water Code Appendix Chapter 48, Section 9, and Chapter 48, Section 13, 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;

**WHEREAS**, on June 8, 2021 (Agenda Item 11.10, MT 15304), the District's Board of Supervisors (Board) adopted Resolution No. F2021-25 declaring the fee simple interest of Subject Property as Exempt Surplus Real Property pursuant to California Government Code Section 54221(f)(1)(e) that is no longer needed for the District's uses and purposes subject to the reservation of an inundation easement in favor of the District; and

**WHEREAS**, pursuant to Section 15096 of the California Environmental Quality Act (CEQA) 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

FORM APPROVED COUNTY COUNSEL  
BY: WESLEY W. STAMFIELD DATE 9/9/2021

1 impacts that may result from this action and determined that this action will not have a significant adverse  
2 impact on the environment.

3 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Board, in  
4 regular session assembled on or after September 21, 2021, at or after 9:30 a.m., in its meeting room located  
5 on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this  
6 Board, based on a review of the proposed actions and its limited role as a CEQA Responsible Agency,  
7 independently finds that the EIR certified by the Lead Agency adequately covers the subject actions and that  
8 these actions will not have a significant impact on the environment and, therefore, nothing further is required  
9 under CEQA for these actions.

10 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board authorizes the  
11 sale of the fee simple interest in the Subject Property located in the County of Riverside, State of California,  
12 for the purchase price pursuant to the terms and conditions of the Agreement and to be conveyed by Quitclaim  
13 Deed.

14 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board approves  
15 the Agreement, and the Chair of the Board is given authority to execute the Agreement and the Quitclaim  
16 Deed for the fee simple interest in real property and reservation of an inundation easement on behalf of the  
17 District.

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

21 ROLL CALL:

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

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

28 Kecia R. Harper, Clerk of said Board

By 

Deputy





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