

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 13.1
(ID # 17525)

MEETING DATE:

Tuesday, November 16, 2021

FROM : Regional Parks and Open Space District:

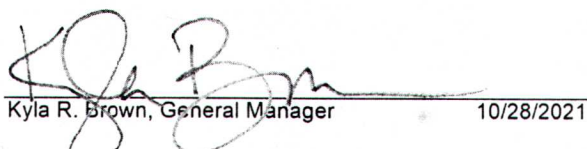
SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT: Adoption of Resolution No. 2021-016, Authorization to Convey Fee Simple Interest in Real Property in the Unincorporated Area of Riverside, State of California, Assessor's Parcel Number 271-100-013 by Grant Deed to the Riverside County Flood Control and Water Conservation District, a Body Corporate and Politic, and Approve the Agreement for Purchase and Sale of Real Property between the Riverside County Regional Park & Open-Space District and Riverside County Flood Control and Water Conservation District; District 1. [Sale Proceeds 100%] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Directors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2021-016, Authorization to Convey Fee Simple Interest in Real Property located in the unincorporated area of Riverside, California, Assessor's Parcel Number 271-100-013 by Grant Deed to the Riverside County Flood Control and Water Conservation District, a Body Corporate and Politic;

Continued on page 2

ACTION:Policy


Kyla R. Brown, General Manager 10/28/2021

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 16, 2021
xc: Parks, Recorder

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Directors:

3. Approve Agreement for Purchase and Sale of Real Property between the Riverside County Regional Park & Open-Space District and Riverside County Flood Control and Water Conservation District and authorize the Chair of the Board of Directors to execute the Agreement on behalf of the Riverside County Regional Park & Open-Space District;
4. Authorize the Chair of the Board of Directors to execute the Grant Deed to complete the conveyance of real property and this transaction;
5. Authorize the General Manager, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction; and
6. Direct the Clerk of the Board to file the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

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: 100% Sale Proceeds			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Park and Open-Space District (Park District), intends to transfer the real property located in the unincorporated area of Riverside, California, known as Assessor's Parcel Number 271-100-013 (Property) by Grant Deed to the Riverside County Flood Control and Water Conservation District (Flood District).

On July 17, 2018, the Board passed Item 13.2, declaring the Property surplus. The Property is exempt surplus because it is surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use. Gov't Code § 54221(f)(1)(D).

The Property consists of approximately 2.17 acres of vacant land west side of Mockingbird Canyon Road, approximately 420 feet south of Van Buren Boulevard.

Over the last 40 years, Mockingbird Canyon Wash (MCW) has experienced significant soil erosion and flooding. During storm events, Mockingbird Canyon Road conditions are dangerous, and the primary access routes for some homeowners become impassable. Bank erosion and flooding has repeatedly caused significant damage to Mockingbird Canyon Road,

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

the public utilities located along the wash corridor, and to the Flood District's existing bank protection structure downstream of Pennington Place.

The Property was recently appraised by an independent Appraiser at a value of \$95,000. Flood District has agreed to pay this amount to Park District to purchase the Property.

Pursuant to the California Environmental Quality Act (CEQA), this transfer was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), "Common Sense" Exemption.

Resolution No. 2021-016, the Agreement for Purchase and Sale of Real Property, and Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

This future Stabilization Project will provide flood protection to existing homes, Mockingbird Canyon Road and utilities in the road. The primary objectives of this project are to construct improvements that will stabilize MCW for the 100-year flow rate and reduce sediment transport.

SUPPLEMENTAL:

Additional Fiscal Information

No net County cost will be incurred and no budget adjustment is necessary.

Attachments:

- Resolution 2021-016
- Agreement for Purchase and Sale of Real Property
- Grant Deed
- Notice of Exemption
- Aerial Map


Jason Farin, Principal Management Analyst 11/10/2021


Gregory H. Priarios, Director County Counsel 11/3/2021

1 Board of Directors

Riverside County Regional

2 Park & Open-Space District

3
4 RESOLUTION NO. 2021-016

5 RESOLUTION OF THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE

6 DISTRICT BOARD OF DIRECTORS AUTHORIZING TO CONVEY FEE SIMPLE

7 INTEREST IN REAL PROPERTY IN THE UNINCORPORATED AREA OF RIVERSIDE,

8 STATE OF CALIFORNIA, ASSESSOR'S PARCEL NUMBER 271-100-013, BY GRANT

9 DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER

10 CONSERVATION DISTRICT

11
12 **WHEREAS**, Riverside County Regional Park and Open-Space District
13 (RivCoParks), intends to convey its real property interest, located in the
14 Unincorporated Area of Riverside, State of California, Assessor's Parcel Number 271-
15 100-013 (Property) by Grant Deed to the Riverside County Flood Control and Water
16 Conservation District (Flood District); and


17 **WHEREAS**, the Property consists of approximately 2.17 acres of vacant land on
18 the west side of Mockingbird Canyon Road, approximately 420 feet south of Van Buren
19 Boulevard; and

20 **WHEREAS**, the Property is exempt surplus under Government Code Section
21 54221(f)(1)(D) because it is surplus land that a local agency is transferring to another
22 local agency for the agency's use; and

23 **WHEREAS**, the RivCoParks deems the Property, or interest therein, to be
24 conveyed, as not required for RivCoParks' use; and

25 **WHEREAS**, the RivCoParks desires to convey the Property to the Flood District
26 for the consideration of \$95,000 (Ninety-Five Thousand Dollars); and

27 **WHEREAS**, the Flood District and the RivCoParks concur that it would be in
28 both parties' best interest to convey ownership of the Property to the Flood District; and

FORM APPROVED COUNTY COUNSEL
BY:  RYAN D. BIKO
DATE: 10/29/21

1 **WHEREAS**, the conveyance of the Property is categorically exempt from the
2 California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines
3 Section 15301, Class 1, Existing Facilities Exemption; Section 15312 and Section
4 15061(b)(3), General Rule or “Common Sense” Exemption, now, therefore;

5 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the
6 Board of Directors of the Riverside County Regional Park and Open-Space District
7 (“Board”), in regular session assembled on November 9, 2021, at 9:30 a.m. or soon
8 thereafter, in the meeting room of the Board of Directors located on the 1st floor of the
9 County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a
10 review of the evidence and information presented on the matter, as it relates to this
11 acquisition, this Board:

12 1. Has determined that the conveyance is categorically exempt from CEQA
13 pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities
14 Exemption; Section 15312 and Section 15061(b)(3), General Rule or “Common Sense”
15 Exemption; and

16 2. Authorizes the conveyance to the Riverside County Flood Control and
17 Water Conservation District the following described real properties: Certain real
18 property located in the unincorporated area of Riverside, State of California, identified
19 as Assessor’s Parcel Number 271-100-013 by Grant Deed, as more particularly
20 described in Exhibit “A” Legal Description, attached hereto and thereby made a part
21 hereof.

22 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
23 hereby approves the Agreement for Purchase and Sale of Real Property between
24 Riverside County Regional Park & Open-Space District and Riverside County Flood
25 Control and Water Conservation District (“Agreement”) and authorizes the Chair of the
26 Board of Directors of the Riverside County Regional Park and Open-Space District to
27 execute the Agreement on behalf of the RivCoParks.

28 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Chair

1 of the Board of Directors of the Riverside County Regional Park and Open-Space
2 District is authorized to execute the Grant Deed.

3 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the
4 General Manager or designee, is authorized to execute any other documents and
5 administer all actions necessary to complete the conveyance of real property.

6 **BE IF FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of
7 the Board to submit the Notice of Exemption to the County Clerk for posting within five
8 days of approval of this project.

9 **BE IF FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of
10 the Board of Supervisors has given notice hereof pursuant to California Government
11 Code Section 6061.

12
13 ROLL CALL:

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

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

19 Kecia R. Harper, Clerk of said Board

20 By 
21 Deputy

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CAO:d7/06012021/091PD/30.522

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows.

A PARCEL OF LAND IN THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONALIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO ON FILE IN BOOK 1 PAGE 8 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO AND IN THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE EAST 180 FEET TO THE MOCKINGBIRD CANYON ROAD; THENCE SOUTH 330 FEET; THENCE WEST 180 FEET; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND BEING ALL THAT PART OF SAID PORTIONS LYING SOUTHERLY OF A LINE WHICH IS PARALLEL OR CONCENTRIC WITH AND DISTANT NORTHERLY 30 FEET, MEASURED AT RIGHT ANGLES OR RADIIALLY, FROM THE FOLLOWING DESCRIBED TRAVERSE LINE:

IN THE FOLLOWING TRAVERSE LINE DESCRIPTION ALL CURVES ARE TANGENT TO THE STRAIGHT LINES WHICH THEY JOIN:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 22 OF SAID TOWNSHIP AND RANGE, DISTANT THEREON NORTH 0° 41' 50" EAST 419 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 89° 40' 10" WEST 875.99 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY AND SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 59" AN ARC DISTANCE OF 397.64 FEET; THENCE SOUTH 67° 32' 51" WEST 2573.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 03' 38" AN ARC DISTANCE OF 350.12 FEET; THENCE SOUTH 87° 36' 29" WEST 1391.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 37' 57" AN ARC DISTANCE OF 778.98 FEET; THENCE SOUTH 42° 58' 32" WEST 52.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 01' 24" AN ARC DISTANCE OF 192.39 FEET; THENCE SOUTH 53° 59' 56" WEST 175.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY AND WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 18' 25" AN ARC DISTANCE OF 633.70 FEET; THENCE NORTH 89° 41' 35" WEST 416.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6° 54' 17" AN ARC DISTANCE OF 120.51 FEET; THENCE SOUTH 83° 24' 08" WEST 343.20 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 26' 22" AN ARC DISTANCE OF 60.03 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SECTION 28 OF SAID TOWNSHIP AND RANGE, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 3° 09' 30" EAST, SAID POINT BEING DISTANT NORTH 0° 42' 02" EAST ALONG SAID NORTH-SOUTH CENTER LINE 991.82 FEET FROM THE CENTER OF SAID SECTION 28.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHEASTERLY OF THE CERTAIN COURSE MENTIONED AS HAVING A BEARING AND DISTANCE OF SOUTH 50° 09' EAST 434.48 FEET IN PARCEL 1 OF THE DEED TO THE COUNTY OF RIVERSIDE, RECORDED JULY 17, 1965 AS INSTRUMENT NO. 68019 IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF RIVERSIDE

ALSO EXCEPTING THEREFROM OIL, GAS AND ANY OTHER MINERAL ON, IN AND UNDER THE PROPERTY, FURTHER, RESERVING THE RIGHT OF INGRESS AND EGRESS TO THE PROPERTY FOR THE PURPOSE OF EXPLORATION OR EXPLOITATION OF SUCH RIGHTS, AS RESERVED IN THE DEED RECORDED APRIL 11, 2013 AS INSTRUMENT NO. 2013 0171576 OF OFFICIAL RECORDS

ASSESSOR'S PARCEL NO. 275 100-013

Aerial Image

Assessor's Parcel Number: 271-100-013



Legend

-  Parcels
-  County Centerline Names
-  County Centerlines
-  Blueline Streams
-  City Areas



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

0 188 376 Feet

REPORT PRINTED ON... 5/14/2021 2:49:13 PM

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Notes

Project: Mockingbird Canyon Stabilization
Project No. 2-0-00180
APN 271-100-013

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 16 day of November, 2021 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "BUYER") and RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property interests for the Mockingbird Canyon Stabilization (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. SELLER is the owner of vacant real property located in the unincorporated Riverside County, State of California, consisting of approximately 2.17 acres of vacant land west side of Mockingbird Canyon Road, approximately 420 feet south of Van Buren Boulevard in unincorporated Riverside County with Assessor's Parcel No. (APN) 271-100-013 (SELLER'S PROPERTY).
- B. SELLER desires to sell and BUYER desires to purchase the SELLER'S PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following certain real property located in the unincorporated Riverside County, State of California, consisting of approximately 2.17 acres of land west side of Mockingbird Canyon Road, approximately 420 feet south of Van Buren in unincorporated Riverside County with Assessor's Parcel No. 271-100-013.

- A. The fee interest which affects a section of land will hereinafter be referred to as Assessor Parcel Number 271-100-013. Said section of land contains approximately 2.17 acres.

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

The respective section of land affected by the above-listed interest in real property is legally described in Exhibit "A", attached hereto and by this reference incorporated herein.

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

NOV 16 2021 13.1

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for Assessor Parcel Number 271-100-013 described in Section 1:

A. NINETY-FIVE THOUSAND DOLLARS (\$95,000.00) ("Funds").

All payments specified in this section shall be made in legal tender, such that the Escrow Holder can disburse proceeds to SELLER at the Close of Escrow.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the SELLER's PROPERTY at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least seven (7) business days prior written or oral notice before entering the SELLER's PROPERTY. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the SELLER's PROPERTY pursuant to this Section 3. 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 SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from the SELLER's PROPERTY within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the SELLER's PROPERTY after entering the SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.

4. ESCROW. The parties will establish an escrow at Lawyers Title Company ("Escrow") to accommodate the transaction contemplated by this Agreement. 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 five (5) 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 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 sixty (60) 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. Funds. 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 5 and 10; (b) disburse the balance of the Purchase Price to SELLER; and (c) disburse the balance the excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the Grant Deed in favor of BUYER to be recorded with the County Recorder for the County of Riverside and obtain conformed copies thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue Title Policy for the title fee interest referred to as Assessor Parcel Number 271-100-013 to BUYER.
 - D. Delivery of Documents to BUYER and SELLER. 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. Time Limits. 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.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Company (the "Escrow Holder") shall obtain and issue a title commitment for the fee interest. Escrow Holder will also request two (2) copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. Escrow Holder will insure BUYER's fee 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 in the amount \$95,000.00 ("Title Policy"). The Title Policy provided for pursuant to this Section 5 will insure BUYER's interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):
- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.
 - B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER's best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow

cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER's fee interest in the SELLER's PROPERTY will be free and clear of all monetary liens and monetary encumbrances, including any taxes.

- C. 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. All other taxes owed whether presently current or delinquent are to be CURRENT at the Close of Escrow.
- D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.

6. POSSESSION OF PROPERTY. 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. Prior to the date that Close of Escrow occurs, SELLER may remove any or all Personal Property. SELLER shall not cause or create any conditions on the Property that would be deemed dangerous or create a risk of harm to any person. SELLER releases BUYER and BUYER shall not be responsible for any and all liability or claims associated in any way with the acts or omissions by SELLER, including but not limited to, the resulting condition of the Property and any potential claims by any third parties for payment.

7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:

- A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the SELLER's PROPERTY or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of SELLER's knowledge, there are no encroachments onto the SELLER's PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on the SELLER's PROPERTY encroach onto other properties.
- C. Until the Close of Escrow, SELLER shall maintain the SELLER's PROPERTY in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting the SELLER's PROPERTY.
- D. SELLER has good and marketable title to the SELLER's PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the SELLER's PROPERTY owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the SELLER's PROPERTY, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the SELLER's PROPERTY. No

assessment lien or bond encumbers the SELLER's PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the SELLER's PROPERTY and shall not do anything that would impair SELLER's title to any of the SELLER's PROPERTY.

- E. To the best of SELLER's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Property may be bound.
- F. SELLER represents and warrants that until the Close of Escrow SELLER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 7 not to be true as of closing, immediately give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about the SELLER's PROPERTY or transport any Hazardous Materials to or from the SELLER's PROPERTY and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about the SELLER's PROPERTY prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) listed or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).
- H. SELLER represents and warrants that the SELLER's PROPERTY, to be best of SELLER's knowledge, complies with all applicable law and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including but not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste Disposal, Resource

Conservation and Recovery, and Comprehensive Environmental Response, Compensation, and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the city within which the SELLER's PROPERTY is located, the California Department of Public Health, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

- I. This Agreement and the performance of SELLER's obligations under it and all documents executed by SELLER that are to be delivered to BUYER at the Closing are or on the Closing Date will be duly authorized, executed and delivered by SELLER and are, or at the Closing Date will be, legal, valid and binding obligations of SELLER, and do not and on the Closing Date will not violate any provision of any agreement or judicial order to which SELLER is a party or to which SELLER or the SELLER's PROPERTY is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency or other party is required for SELLER to enter into and/or to perform SELLER's obligations under this Agreement, except as has already been obtained. If SELLER is a corporation or company, it is organized, validly existing and in good standing under the laws of the State of California.

8. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents and warrants to SELLER the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

- A. BUYER has taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.
- B. BUYER has 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 can consummate the transaction contemplated herein.

9. CLOSING CONDITIONS.

- 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 Grant Deed in the form attached to this Agreement as Exhibit "B", and by this reference incorporated herein.
 - 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 the 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.

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. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt encumbering the Property;
- 2) All costs associated with SELLER's broker representation, including commission, if applicable;
- 3) All costs associated with SELLER's attorney fees; and
- 4) SELLER's share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policy;
- 3) Cost of Natural Hazard Disclosure Statement;
- 4) Cost of recording the Deed, if any; and
- 5) BUYER's share of prorations, if any.

C. Prorations. All receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

- 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.
- 2) Utility Deposits. If applicable, SELLER will notify all utility companies servicing the SELLER's PROPERTY of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER, if applicable.
- 3) SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.
- 4) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the Property, and therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Section 10 shall survive the Closing and shall not merge into any documents of

conveyance delivered at Closing.

11. CLOSING. 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. INDEMNITY. 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. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from our out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death, tangible or intangible property damage, compensation for lost wages business income, profits or other economic loss, damage to the natural resource or the environmental, nuisance, pollution, contamination, leak, spills, release, or other adverse effects on the environment). This indemnity extends only to liability created prior to or up to the date the Cloe of Escrow. Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of this transaction.
13. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of BUYER 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. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) seven (7) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. 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 Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Kyla R. Brown

BUYER: Riverside County Flood Control
and Water Conservation District
Attention: Maribel Hyer
Sr. Real Property Agent
1995 Market Street
Riverside, CA 92501

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

ESCROW HOLDER: Lawyers Title Company
3480 Vine Street, Suite 300
Riverside, CA 92507

15. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement 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.
- C. Further Instructions. 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.
- D. Amendments. 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.
- E. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person who is not contained herein shall be valid or binding on SELLER or BUYER.

- 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, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- 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 SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER 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 claimed to be due by SELLER's Broker or any arising from or by reason

of SELLER's conduct with respect to this transaction. The provisions of this Section 15.M. shall survive Closing hereunder or termination of this Agreement.

- N. Attorneys' Fees. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party may be entitled to recover reasonable attorneys' fees from the other Party only if the prevailing Party has prevailed in a judgment by a court of competent jurisdiction.
16. 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.
17. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting parties.

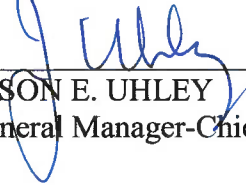
[Signatures on following page]

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


MAILING ADDRESS OF DISTRICT:

1995 Market Street
Riverside, CA 92501

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: 
WESLEY W. STANFIELD
for Deputy County Counsel

MAILING ADDRESS OF SELLER:

4600 Crestmore Road
Riverside, CA 92509


SELLER:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district

By: 
CHUCK WASHINGTON
Chair, Board of Directors

Date: NOV 16 2021

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: 
RYAN YABKO
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

YK:rlp

Project: Mockingbird Canyon Stabilization
Project No. 2-0-00180
APN 271-100-013
07/21/21

Project No. 2-0-00180
APN 271-100-013

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

A PARCEL OF LAND IN THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28; TOWNSHIP 3 SOUTH, RANGE 5 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONALIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO ON FILE IN BOOK 1 PAGE 8 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO AND IN THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE EAST 180 FEET TO THE MOCKINGBIRD CANYON ROAD; THENCE SOUTH 330 FEET; THENCE WEST 180 FEET; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND BEING ALL THAT PART OF SAID PORTIONS LYING SOUTHERLY OF A LINE WHICH IS PARALLEL OR CONCENTRIC WITH AND DISTANT NORTHERLY 30 FEET, MEASURED AT RIGHT ANGLES OR RADially, FROM THE FOLLOWING DESCRIBED TRAVERSE LINE:

IN THE FOLLOWING TRAVERSE LINE DESCRIPTION ALL CURVES ARE TANGENT TO THE STRAIGHT LINES WHICH THEY JOIN:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 22 OF SAID TOWNSHIP AND RANGE, DISTANT THEREON NORTH $0^{\circ} 41' 50''$ EAST 419 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH $89^{\circ} 40' 10''$ WEST 875.99 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY AND SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ} 46' 59''$ AN ARC DISTANCE OF 397.64 FEET; THENCE SOUTH $67^{\circ} 32' 51''$ WEST 2573.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} 03' 38''$ AN ARC DISTANCE OF 350.12 FEET; THENCE SOUTH $87^{\circ} 36' 29''$ WEST 1391.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ} 37' 57''$ AN ARC DISTANCE OF 778.98 FEET; THENCE SOUTH $42^{\circ} 58' 32''$ WEST 52.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ} 01' 24''$ AN ARC DISTANCE OF 192.39 FEET; THENCE SOUTH $53^{\circ} 59' 56''$ WEST 175.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY AND WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $36^{\circ} 18' 29''$ AN ARC DISTANCE OF 633.70 FEET; THENCE NORTH $89^{\circ} 41' 35''$ WEST 416.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $6^{\circ} 54' 17''$ AN ARC DISTANCE OF 120.51 FEET; THENCE SOUTH $83^{\circ} 24' 08''$ WEST 343.20 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $3^{\circ} 26' 22''$ AN ARC DISTANCE OF 60.03 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SECTION 28 OF SAID TOWNSHIP AND RANGE, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH $3^{\circ} 09' 30''$ EAST, SAID POINT BEING DISTANT NORTH $0^{\circ} 42' 02''$ EAST ALONG SAID NORTH-SOUTH CENTER LINE 991.82 FEET FROM THE CENTER OF SAID SECTION 28.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHEASTERLY OF THAT CERTAIN COURSE MENTIONED AS HAVING A BEARING AND DISTANCE OF SOUTH 50° 09' EAST 434.48 FEET IN PARCEL 1 OF THE DEED TO THE COUNTY OF RIVERSIDE, RECORDED JULY 17, 1968 AS INSTRUMENT NO. 68039 IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF RIVERSIDE.

ALSO EXCEPTING THEREFROM OIL, GAS AND ANY OTHER MINERAL ON, IN, AND UNDER THE PROPERTY; FURTHER, RESERVING THE RIGHT OF INGRESS AND EGRESS TO THE PROPERTY FOR THE PURPOSE OF EXPLORATION OR EXPLOITATION OF SUCH RIGHTS, AS RESERVED IN THE DEED RECORDED APRIL 11, 2013 AS INSTRUMENT NO. 2013-0171576 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO.: 271-100-013

EXHIBIT “B”

EXHIBIT "B"

Recorded at request of, and return to:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

Project: Mockingbird Canyon Stabilization
USE

SPACE ABOVE THIS LINE FOR RECORDER'S

Project No. 2-0-00180

The undersigned grantor(s) declare(s)

Assessor's Parcel Numbers: 271-100-013

DOCUMENTARY TRANSFER TAX \$ NONE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district** grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, the real property in the unincorporated area of County of Riverside, State of California, as described in Exhibits "A", attached hereto and made a part hereof.

Assessor's Parcel Numbers: 271-100-013

**RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT, a
park and open space district**

Date: _____

By: _____

Name: _____

Title: _____

(Notary Attached)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, 2021 from **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district** ("Grantor") to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("Grantee"), a **body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 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.

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

Date: _____

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

Project: Mockingbird Canyon Stabilization
Project No. 2-0-00180
APN 271-100-013

Project: Mockingbird Canyon Stabilization
Project No. 2-0-00180
APN 271-100-013

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 16 day of November, 2021 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "BUYER") and RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property interests for the Mockingbird Canyon Stabilization (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. SELLER is the owner of vacant real property located in the unincorporated Riverside County, State of California, consisting of approximately 2.17 acres of vacant land west side of Mockingbird Canyon Road, approximately 420 feet south of Van Buren Boulevard in unincorporated Riverside County with Assessor's Parcel No. (APN) 271-100-013 (SELLERS's PROPERTY).
- B. SELLER desires to sell and BUYER desires to purchase the SELLER's PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following certain real property located in the unincorporated Riverside County, State of California, consisting of approximately 2.17 acres of land west side of Mockingbird Canyon Road, approximately 420 feet south of Van Buren in unincorporated Riverside County with Assessor's Parcel No. 271-100-013.
 - A. The fee interest which affects a section of land will hereinafter be referred to as Assessor Parcel Number 271-100-013. Said section of land contains approximately 2.17 acres.

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

The respective section of land affected by the above-listed interest in real property is legally described in Exhibit "A", attached hereto and by this reference incorporated herein.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for Assessor Parcel Number 271-100-013 described in Section 1:

A. NINETY-FIVE THOUSAND DOLLARS (\$95,000.00) ("Funds").

All payments specified in this section shall be made in legal tender, such that the Escrow Holder can disburse proceeds to SELLER at the Close of Escrow.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the SELLER's PROPERTY at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least seven (7) business days prior written or oral notice before entering the SELLER's PROPERTY. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the SELLER's PROPERTY pursuant to this Section 3. 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 SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from the SELLER's PROPERTY within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the SELLER's PROPERTY after entering the SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.

4. ESCROW. The parties will establish an escrow at Lawyers Title Company ("Escrow") to accommodate the transaction contemplated by this Agreement. 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 five (5) 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 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 sixty (60) 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. Funds. 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 5 and 10; (b) disburse the balance of the Purchase Price to SELLER; and (c) disburse the balance the excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the Grant Deed in favor of BUYER to be recorded with the County Recorder for the County of Riverside and obtain conformed copies thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue Title Policy for the title fee interest referred to as Assessor Parcel Number 271-100-013 to BUYER.
 - D. Delivery of Documents to BUYER and SELLER. 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. Time Limits. 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.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Company (the "Escrow Holder") shall obtain and issue a title commitment for the fee interest. Escrow Holder will also request two (2) copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. Escrow Holder will insure BUYER's fee 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 in the amount \$95,000.00 ("Title Policy"). The Title Policy provided for pursuant to this Section 5 will insure BUYER's interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):
- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.
 - B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER's best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow

cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER's fee interest in the SELLER's PROPERTY will be free and clear of all monetary liens and monetary encumbrances, including any taxes.

- C. 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. All other taxes owed whether presently current or delinquent are to be CURRENT at the Close of Escrow.
- D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.

6. POSSESSION OF PROPERTY. 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. Prior to the date that Close of Escrow occurs, SELLER may remove any or all Personal Property. SELLER shall not cause or create any conditions on the Property that would be deemed dangerous or create a risk of harm to any person. SELLER releases BUYER and BUYER shall not be responsible for any and all liability or claims associated in any way with the acts or omissions by SELLER, including but not limited to, the resulting condition of the Property and any potential claims by any third parties for payment.

7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:

- A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the SELLER's PROPERTY or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of SELLER's knowledge, there are no encroachments onto the SELLER's PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on the SELLER's PROPERTY encroach onto other properties.
- C. Until the Close of Escrow, SELLER shall maintain the SELLER's PROPERTY in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting the SELLER's PROPERTY.
- D. SELLER has good and marketable title to the SELLER's PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the SELLER's PROPERTY owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the SELLER's PROPERTY, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the SELLER's PROPERTY. No

assessment lien or bond encumbers the SELLER's PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the SELLER's PROPERTY and shall not do anything that would impair SELLER's title to any of the SELLER's PROPERTY.

- E. To the best of SELLER's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Property may be bound.
- F. SELLER represents and warrants that until the Close of Escrow SELLER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 7 not to be true as of closing, immediately give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about the SELLER's PROPERTY or transport any Hazardous Materials to or from the SELLER's PROPERTY and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about the SELLER's PROPERTY prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) listed or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).
- H. SELLER represents and warrants that the SELLER's PROPERTY, to be best of SELLER's knowledge, complies with all applicable law and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including but not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste Disposal, Resource

Conservation and Recovery, and Comprehensive Environmental Response, Compensation, and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the city within which the SELLER's PROPERTY is located, the California Department of Public Health, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

- I. This Agreement and the performance of SELLER's obligations under it and all documents executed by SELLER that are to be delivered to BUYER at the Closing are or on the Closing Date will be duly authorized, executed and delivered by SELLER and are, or at the Closing Date will be, legal, valid and binding obligations of SELLER, and do not and on the Closing Date will not violate any provision of any agreement or judicial order to which SELLER is a party or to which SELLER or the SELLER's PROPERTY is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency or other party is required for SELLER to enter into and/or to perform SELLER's obligations under this Agreement, except as has already been obtained. If SELLER is a corporation or company, it is organized, validly existing and in good standing under the laws of the State of California.

8. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents and warrants to SELLER the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

- A. BUYER has taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.
- B. BUYER has 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 can consummate the transaction contemplated herein.

9. CLOSING CONDITIONS.

- 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 Grant Deed in the form attached to this Agreement as Exhibit "B", and by this reference incorporated herein.
 - 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 the 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.

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. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt encumbering the Property;
- 2) All costs associated with SELLER's broker representation, including commission, if applicable;
- 3) All costs associated with SELLER's attorney fees; and
- 4) SELLER's share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policy;
- 3) Cost of Natural Hazard Disclosure Statement;
- 4) Cost of recording the Deed, if any; and
- 5) BUYER's share of prorations, if any.

C. Prorations. All receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

- 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.
- 2) Utility Deposits. If applicable, SELLER will notify all utility companies servicing the SELLER's PROPERTY of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER, if applicable.
- 3) SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.
- 4) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the Property, and therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Section 10 shall survive the Closing and shall not merge into any documents of

conveyance delivered at Closing.

11. CLOSING. 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. INDEMNITY. 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. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from our out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death, tangible or intangible property damage, compensation for lost wages business income, profits or other economic loss, damage to the natural resource or the environmental, nuisance, pollution, contamination, leak, spills, release, or other adverse effects on the environment). This indemnity extends only to liability created prior to or up to the date the Cloe of Escrow. Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of this transaction.
13. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of BUYER 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. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) seven (7) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. 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 Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Kyla R. Brown

BUYER: Riverside County Flood Control
and Water Conservation District
Attention: Maribel Hyer
Sr. Real Property Agent
1995 Market Street
Riverside, CA 92501

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

ESCROW HOLDER: Lawyers Title Company
3480 Vine Street, Suite 300
Riverside, CA 92507

15. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement 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.
- C. Further Instructions. 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.
- D. Amendments. 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.
- E. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person who is not contained herein shall be valid or binding on SELLER or BUYER.

- 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, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- 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 SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER 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 claimed to be due by SELLER's Broker or any arising from or by reason

of SELLER's conduct with respect to this transaction. The provisions of this Section 15.M. shall survive Closing hereunder or termination of this Agreement.

N. Attorneys' Fees. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party may be entitled to recover reasonable attorneys' fees from the other Party only if the prevailing Party has prevailed in a judgment by a court of competent jurisdiction.

16. 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.

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

[Signatures on following page]

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

MAILING ADDRESS OF DISTRICT:

1995 Market Street
Riverside, CA 92501

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

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

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____
WESLEY W. STANFIELD
Deputy County Counsel

MAILING ADDRESS OF SELLER:

4600 Crestmore Road
Riverside, CA 92509

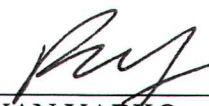
SELLER:


**RIVERSIDE COUNTY REGIONAL PARK
& OPEN-SPACE DISTRICT**, a park and open
space district

By: 
CHUCK WASHINGTON
Chair, Board of Directors

Date: NOV 16 2021

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: 
RYAN YABKO
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

YK:rlp

Project: Mockingbird Canyon Stabilization
Project No. 2-0-00180
APN 271-100-013
07/21/21

Project No. 2-0-00180
APN 271-100-013

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

A PARCEL OF LAND IN THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28; TOWNSHIP 3 SOUTH, RANGE 5 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONALIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO ON FILE IN BOOK 1 PAGE 8 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO AND IN THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE EAST 180 FEET TO THE MOCKINGBIRD CANYON ROAD; THENCE SOUTH 330 FEET; THENCE WEST 180 FEET; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND BEING ALL THAT PART OF SAID PORTIONS LYING SOUTHERLY OF A LINE WHICH IS PARALLEL OR CONCENTRIC WITH AND DISTANT NORTHERLY 30 FEET, MEASURED AT RIGHT ANGLES OR RADially, FROM THE FOLLOWING DESCRIBED TRAVERSE LINE:

IN THE FOLLOWING TRAVERSE LINE DESCRIPTION ALL CURVES ARE TANGENT TO THE STRAIGHT LINES WHICH THEY JOIN:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 22 OF SAID TOWNSHIP AND RANGE, DISTANT THEREON NORTH 0° 41' 50" EAST 419 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 89° 40' 10" WEST 875.99 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY AND SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 46' 59" AN ARC DISTANCE OF 397.64 FEET; THENCE SOUTH 67° 32' 51" WEST 2573.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 03' 38" AN ARC DISTANCE OF 350.12 FEET; THENCE SOUTH 87° 36' 29" WEST 1391.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 37' 57" AN ARC DISTANCE OF 778.98 FEET; THENCE SOUTH 42° 58' 32" WEST 52.58 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 01' 24" AN ARC DISTANCE OF 192.39 FEET; THENCE SOUTH 53° 59' 56" WEST 175.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1000 FEET; THENCE SOUTHWESTERLY AND WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 18' 29" AN ARC DISTANCE OF 633.70 FEET; THENCE NORTH 89° 41' 35" WEST 416.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6° 54' 17" AN ARC DISTANCE OF 120.51 FEET; THENCE SOUTH 83° 24' 08" WEST 343.20 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1000 FEET; THENCE WESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 26' 22" AN ARC DISTANCE OF 60.03 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SECTION 28 OF SAID TOWNSHIP AND RANGE, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 3° 09' 30" EAST, SAID POINT BEING DISTANT NORTH 0° 42' 02" EAST ALONG SAID NORTH-SOUTH CENTER LINE 991.82 FEET FROM THE CENTER OF SAID SECTION 28.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHEASTERLY OF THAT CERTAIN COURSE MENTIONED AS HAVING A BEARING AND DISTANCE OF SOUTH 50° 09' EAST 434.48 FEET IN PARCEL 1 OF THE DEED TO THE COUNTY OF RIVERSIDE, RECORDED JULY 17, 1968 AS INSTRUMENT NO. 68039 IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF RIVERSIDE.

ALSO EXCEPTING THEREFROM OIL, GAS AND ANY OTHER MINERAL ON, IN, AND UNDER THE PROPERTY; FURTHER, RESERVING THE RIGHT OF INGRESS AND EGRESS TO THE PROPERTY FOR THE PURPOSE OF EXPLORATION OR EXPLOITATION OF SUCH RIGHTS, AS RESERVED IN THE DEED RECORDED APRIL 11, 2013 AS INSTRUMENT NO. 2013-0171576 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO.: 271-100-013

EXHIBIT "B"

EXHIBIT "B"

Recorded at request of, and return to:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

Project: Mockingbird Canyon Stabilization
USE

SPACE ABOVE THIS LINE FOR RECORDER'S

Project No. 2-0-00180

The undersigned grantor(s) declare(s)

Assessor's Parcel Numbers: 271-100-013

DOCUMENTARY TRANSFER TAX \$ NONE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district** grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, the real property in the unincorporated area of County of Riverside, State of California, as described in Exhibits "A", attached hereto and made a part hereof.

Assessor's Parcel Numbers: 271-100-013

**RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT, a
park and open space district**

Date: _____

By: _____

Name: _____

Title: _____

(Notary Attached)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, 2021 from **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district** ("Grantor") to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("Grantee"), **a body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 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.

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

Date: _____

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

Project: Mockingbird Canyon Stabilization
Project No. 2-0-00180
APN 271-100-013

Recorded at request of, and return to:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

COPY

NO FEE (GOV. CODE 6103)

Project: Mockingbird Canyon Stabilization
Project No. 2-0-00180
Assessor's Parcel Numbers: 271-100-013

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ NONE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district** grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, the real property in the unincorporated area of County of Riverside, State of California, as described in Exhibits "A", attached hereto and made a part hereof.

Assessor's Parcel Numbers: 271-100-013

**RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT, a
park and open space district**

Date: NOV 16 2021

By: *Chuck Washington*

Name: CHUCK WASHINGTON

Title: Chairman

(Notary Attached)

FORM APPROVED COUNTY COUNSEL

BY: *Ryan D. Yabko* 10/29/21
RYAN D. YABKO DATE

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 November 16, 2021, before me, Priscilla Rasso, Board Assistant, personally appeared Chuck Washington, Chairman of the Board of Directors of the Regional Park and Open-Space District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed 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-Ihem
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

A PARCEL OF LAND IN THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28; TOWNSHIP 3 SOUTH, RANGE 5 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONALIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO ON FILE IN BOOK 1 PAGE 8 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO AND IN THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE EAST 180 FEET TO THE MOCKINGBIRD CANYON ROAD; THENCE SOUTH 330 FEET; THENCE WEST 180 FEET; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND BEING ALL THAT PART OF SAID PORTIONS LYING SOUTHERLY OF A LINE WHICH IS PARALLEL OR CONCENTRIC WITH AND DISTANT NORTHERLY 30 FEET, MEASURED AT RIGHT ANGLES OR RADIALLY, FROM THE FOLLOWING DESCRIBED TRAVERSE LINE:

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ALSO EXCEPTING THEREFROM OIL, GAS AND ANY OTHER MINERAL ON, IN, AND UNDER THE PROPERTY; FURTHER, RESERVING THE RIGHT OF INGRESS AND EGRESS TO THE PROPERTY FOR THE PURPOSE OF EXPLORATION OR EXPLOITATION OF SUCH RIGHTS, AS RESERVED IN THE DEED RECORDED APRIL 11, 2013 AS INSTRUMENT NO. 2013-0171576 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO.: 271-100-013

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, 2021 from **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open space district** ("Grantor") to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("Grantee"), a **body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 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.

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

Date: _____

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

Original Negative Declaration/Notice of Determination was routed to County Clerks for pasting on.

11-18-21
Date

YPR
Initial

NOTICE OF EXEMPTION

October 21, 2021

Project Name: Conveyance of Mockingbird Canyon Property to Flood District

Project Number: FM0419310091

Project Location: West side of Mockingbird Canyon Road, approximately 420 feet south of Van Buren Boulevard, Assessor's Parcel Number (APN): 271-100-013

Description of Project: The Riverside County Department of Parks and Open Space District (RivCoParks) is the owner of property, identified by APN 271-100-013 (Property), which totals approximately 2.17 acres of land located on the west side of Mockingbird Canyon Road, approximately 420 feet south of Van Buren Boulevard, in unincorporated County of Riverside, California. RivCoParks intends to transfer the Property by Grant Deed to the Riverside County Flood Control and Water Conservation District (Flood District).

Over the last 40 years, the Mockingbird Canyon Wash (MCW) has experienced significant soil erosion and flooding. During storm events, Mockingbird Canyon Road conditions are dangerous, and the primary access routes for some homeowners become impassable. Bank erosion and flooding has repeatedly caused significant damage to Mockingbird Canyon Road, the public utilities located along the wash corridor, and to the Riverside County Flood Control & Water Conservation District's existing bank protection structure downstream of Pennington Place. The property was recently appraised by an independent Appraiser at a value of \$95,000. Flood District has agreed to pay this amount to RivCoParks to purchase the property. The conveyance of Property to the Flood District is identified as the proposed project under the California Environmental Quality Act (CEQA). The vacant site will remain undeveloped and will serve as flood protection and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County


Name of Person or Agency Carrying Out Project: RivCoParks

Exempt Status: State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with conveyance of the vacant Property to the Flood District.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The conveyance of Property to the Flood District is an administrative function and would not result in direct effects. Indirect effects of the transfer would allow the Flood District to provide additional flood protection to existing homes, Mockingbird Canyon Road and existing utilities. The conveyance would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ **Date:** 10-21-2021
Mike Sullivan, Senior Environmental Planner
County of Riverside