

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



ITEM: 11.3  
(ID # 18503)

**MEETING DATE:**

Tuesday, March 22, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2022-08, Authorization to Convey an Aerial Easement Interest Within a Portion of District-Owned Real Property (Portion of APN 172-420-029), Also Known as RCFC Parcel No. 1020-2, Located in the City of Corona, County of Riverside, to the City of Corona by Aerial Easement Deed; McKinley Street Grade Separation; Project No. 1-0-00020, CEQA Exempt, District 2. [\$0] (4/5 Vote Required)

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

1. Find that the conveyance of the aerial easement interest as described in Resolution No. F2022-08 is exempt from the California Environmental Quality Act ("CEQA"), pursuant to the CEQA Statute (California Public Resources Code, Division 13, Environmental Quality) which states under subsection 21080.13 that railroad grade separation projects that eliminate an existing grade crossing or that reconstruct an existing grade separation qualify for a statutory exemption and that the proposed project would eliminate the existing McKinley Street/Burlington Northern Santa Fe Railway ("BNSF") grade crossing and would thus qualify for a statutory exemption;

Continued on page 2

**ACTION: 4/5 Vote Required, Policy**

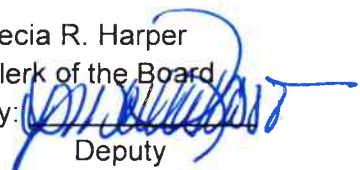
  
Jason Wiley, GENERAL MGR.-CHIEF FLD CNTRL ENGR 3/9/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 22, 2022  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

2. Adopt Resolution No. F2022-08, Authorization to Convey an Aerial Easement Interest Within a Portion of District-Owned Real Property (Portion of APN 172-420-029), also known as RCFC Parcel No. 1020-2, Located in the City of Corona, County of Riverside, to the City of Corona by Aerial Easement Deed; McKinley Street Grade Separation; Project No. 1-0-00020;
3. Approve the attached Agreement for Purchase and Sale of Real Property ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and the City of Corona, and authorize the current Chair of the District's Board of Supervisors to execute the Agreement on behalf of the District; and
4. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete the transaction.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment:</b>	<b>NO</b>
			<b>For Fiscal Year:</b>	<b>2021/2022</b>

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

**BACKGROUND:**

**Summary**

The Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("District") owns certain real property located in the city of Corona, County of Riverside, State of California, identified with Assessor's Parcel Number ("APN") 172-420-029, also known as RCFC Parcel No. 1020-2.

The City of Corona, a municipal corporation, proposes to construct a grade separation along McKinley Street in the city of Corona called the McKinley Street Grade Separation (Project). The Project would separate the roadway along McKinley Street by the construction of the roadway overpass over the BNSF Railway railroad tracks. The Project requires an aerial easement of 1,011 square feet of space above the area. The City of Corona provided the District with an independent appraisal establishing the fair market value of \$2,000 (Two Thousand Dollars).

Pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board has the power to take by grant, purchase, gift, devise, lease, or otherwise, to hold, use, enjoy, and to lease or dispose of real, personal, or mixed property of every kind within or without the District necessary or convenient to the full exercise of its powers, and to lease its property to public agencies, or to grant any interest therein to public agencies, which lease or grant does not interfere with the use of the property for the purposes of the District. District staff has evaluated and determined that the conveyance of the aerial easement interest to the City of Corona will not interfere with the use of the property for the intended purposes of the District.

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

Pursuant to the California Water Code Appendix, Ch. 48, Section 13, the Board may determine any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property or lease the same.

On January 11, 2022, this Board adopted Resolution No. F2022-02 (M.O. 11.4), which noticed the District's intent to convey this aerial easement and determined that the aerial easement was no longer necessary to be retained by the District nor would it interfere with the District's use of the Property for its intended purposes.

**Environmental Findings**

The conveyance of an aerial easement interest as described in Resolution No. F2022-08 is exempt from CEQA pursuant to CEQA Guidelines (California Public Resources Code, Division 13, Environmental Quality) which states under subsection 21080.13 that railroad separation projects that eliminate an existing grade separation crossing or that reconstruct an existing grade separation qualify for a statutory exemption.

Additionally, the conveyance of an aerial easement interest as described in Resolution No. F2022-08 is exempt from CEQA pursuant to CEQA Guidelines (California Public Resources Code, Division 13, Environmental Quality) which states under subsection 21080.13 that railroad separation projects that eliminate an existing grade separation crossing or that reconstruct an existing grade separation qualify for a statutory exemption. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The District's conveyance of an aerial easement interest as described in Resolution No. F2022-08 would allow construction of the McKinley Grade Separation, however, this would not result in any significant effect on the environment.

Resolution No. F2022-08 has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

There is no impact to the residences and business.

**Financial Information**

All costs shall be borne by the City of Corona.

**ATTACHMENTS:**

1. Resolution No. F2022-08
2. Agreement for Purchase and Sale of Real Property
3. Aerial Easement Deed
4. Vicinity Map

WL:amh

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

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Jason Farin, Principal Management Analyst 3/15/2022

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2022-08

AUTHORIZATION TO CONVEY EASEMENT INTEREST WITHIN A PORTION OF DISTRICT-OWNED REAL PROPERTY, ASSESSOR'S PARCEL NUMBER (APN) 172-420-029, ALSO KNOWN AS RCFC PARCEL NO. 1020-2, LOCATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, TO THE CITY OF CORONA BY EASEMENT DEED; MCKINLEY STREET GRADE SEPARATION; PROJECT NO. 1-0-00020


**WHEREAS**, the Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("District") owns certain real property located in the city of Corona, State of California, identified as within Assessor's Parcel Number 172-420-029, also known as RCFC Parcel No. 1020-2; and

**WHEREAS**, the City of Corona, a municipal corporation, ("City") proposes to construct a grade separation project along McKinley Street in the city of Corona called the McKinley Street Grade Separation ("Project"), which would separate the roadway and the railroad tracks along McKinley Street in the city of Corona by the construction of a roadway overpass over the Burlington Northern Santa Fe Railway ("BNSF") railroad tracks; and

**WHEREAS**, this Project requires an aerial easement of 1,011 square feet of space above the area ("Easement"), as particularly described in Exhibit "A" and depicted on Exhibit "B" attached and made apart hereof; and

**WHEREAS**, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board of Supervisors ("Board") has the power to grant any interest in real property it owns to other public agencies where such grant does not interfere with the use of the real property for the purposes of the District, as was previously adopted and noticed in Resolution No. F2022-02; and

**WHEREAS**, pursuant to the California Water Code Appendix, Ch. 48, Section 13, the District's Board may determine any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or

FORM APPROVED COUNTY COUNSEL  
BY:  3/10/22  
DATE  
RYAN D. YABKO

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1 otherwise dispose of said property or lease the same, as was previously adopted and  
2 noticed in Resolution No. F2022-02; and

3       **WHEREAS**, the District has reviewed and determined that the conveyance of the  
4 Easement is categorically exempt from the California Environmental Quality Act ("CEQA")  
5 pursuant to CEQA Guidelines (California Public Resources Code, Division 13, Environmental  
6 Quality) which states that under subsection 21080.13 that railroad grade separation projects that  
7 eliminate an existing grade crossing or that reconstruct an existing grade separation qualify for a  
8 statutory exemption.

9       **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the  
10 District's Board, in regular session assembled on or after March 22, 2022, at or after 9:30 a.m.,  
11 in its meeting room located on the 1<sup>st</sup> Floor of the County Administrative Center, 4080 Lemon  
12 Street, Riverside, California, with at least four-fifths of all members concurring, that this Board  
13 has evaluated and determined that the conveyance of the Easement will not interfere with the use  
14 of the Property for the intended purposes of the District; and finds that the activity in question  
15 qualifies for the statutory exemption pursuant to CEQA Guidelines (California Public Resources  
16 Code, Division 13, Environmental Quality) which states that under subsection 21080.13 where it  
17 can be seen with certainty that there is no possibility that the activity in question may have a  
18 significant effect on the environment, the activity is not subject to CEQA.

19       **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of  
20 this Board that this Board finds that the proposed conveyance of the Easement would not  
21 interfere with the use for the District's purposes.

22       **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board  
23 authorizes the conveyance of the Easement to the City over a portion of real property identified as  
24 APN 172-420-029, also known as RCFC Parcel 1020-2, more particularly described in Exhibit  
25 "A" and Exhibit "B".

26       **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Chair of  
27 the Board is authorized to execute the Easement Deed on behalf of the District.  
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**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete this transaction.

ROLL CALL:

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

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

Kecia R. Harper, Clerk of said Board

By   
Deputy

**EXHIBIT A  
LEGAL DESCRIPTION  
AERIAL EASEMENT**

That portion of Block 55 of the map of the lands of the Riverside Land and Irrigating Company, in the City of Corona, County of Riverside, State of California, as shown on a map recorded in Book 1, Pages 70 through 75 inclusive of Maps, in the office of the County Recorder of San Bernardino County, California, and as shown on a map recorded in Book 1, Page 44 of Maps, in the office of the County Recorder of said Riverside County, being those portions of that certain strip of land 50 feet in width set forth and described as Parcel no. 3 of that certain document recorded May 5, 1949 in Book 1073, Page 563 of Official Records, lying within Assessor Parcel no. 172-420-029, more particularly described as follows:

**COMMENCING** at the intersection of the centerline of McKinley Street (60 feet wide) with the centerline of Sampson Avenue (60 feet wide) as it was in August, 1980 and as shown on Parcel Map No. 16655, Book 85, Pages 64 and 65 of Parcel Maps, Records of Riverside County, California;

THENCE southeasterly along said centerline of McKinley Street South  $34^{\circ}03'10''$  East, 183.58 feet to a point perpendicular to and 180 feet distant from the centerline of said Sampson Avenue;

THENCE parallel with said Sampson Avenue North  $67^{\circ}17'00''$  East, 30.60 feet to a point on the easterly line of McKinley Street, said point being the northwesterly corner of Parcel 1 of said Parcel Map;

THENCE northwesterly along said easterly line of McKinley Street North  $34^{\circ}03'10''$  West, 101.99 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said line North  $34^{\circ}03'10''$  West, 50.99 feet to a point on the southerly line of said Sampson Avenue;

Thence leaving said easterly line of McKinley Street northeasterly along said southerly line of Sampson Avenue North  $67^{\circ}17'00''$  East, 20.23 feet;

Thence leaving said southerly line of Sampson Avenue and parallel with said McKinley Street South  $34^{\circ}03'10''$  East, 50.99 feet;

Thence parallel with said Sampson Avenue South  $67^{\circ}17'00''$  West, 20.23 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 1,011 square feet or 0.023 acres, more or less.

**As shown on plat attached hereto and by this reference made part hereof as Exhibit B.**



Davis Thresh, P.L.S. No. 6868

11/23/2021

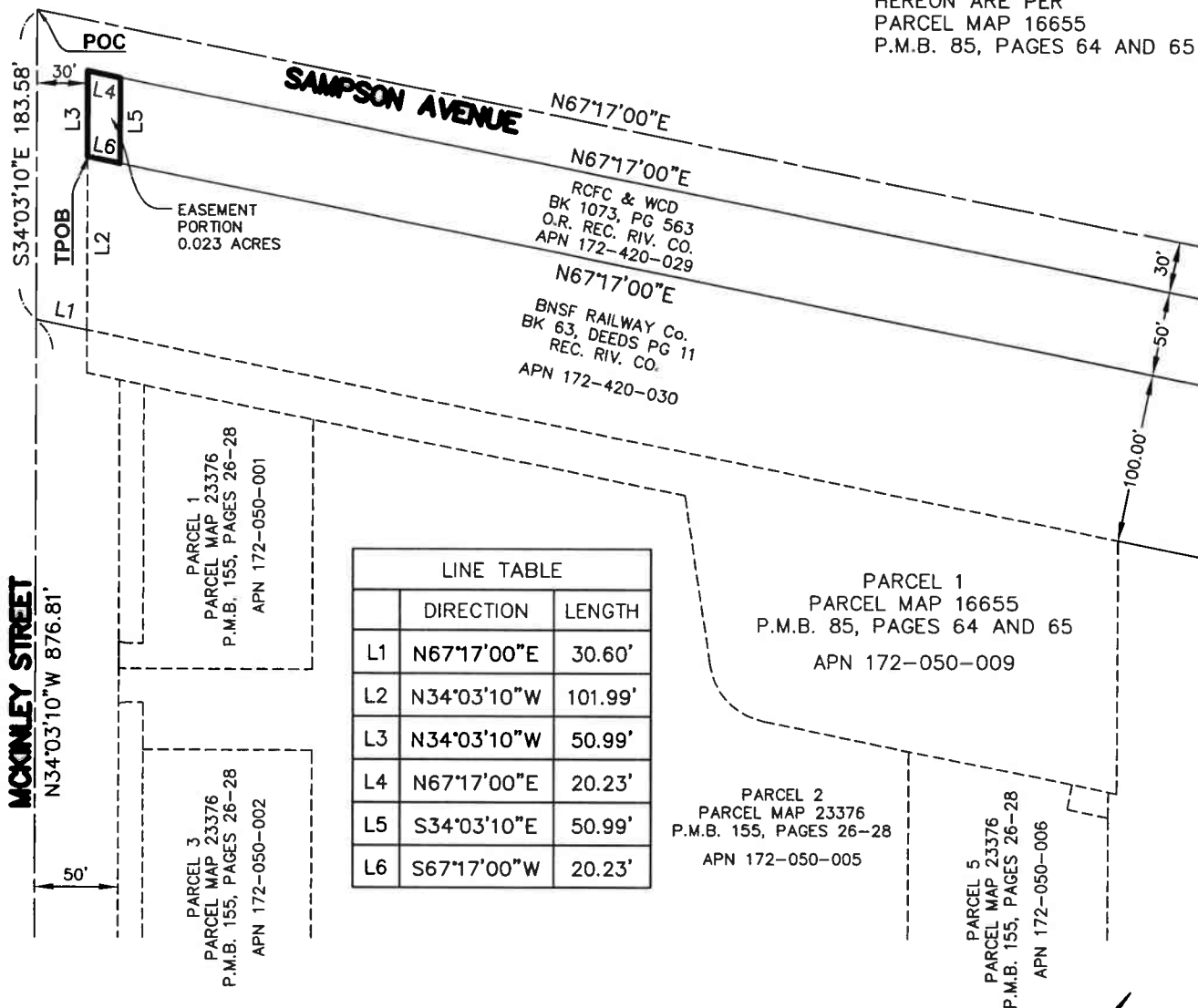
Dated



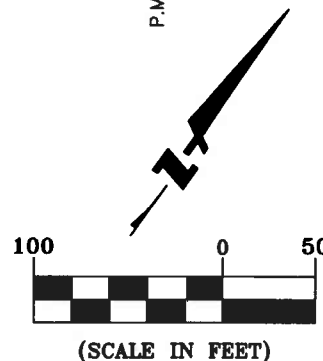


**EXHIBIT B  
AERIAL EASEMENT**

NOTE:  
BEARINGS REFERENCED  
HEREON ARE PER  
PARCEL MAP 16655  
P.M.B. 85, PAGES 64 AND 65



LINE TABLE		
	DIRECTION	LENGTH
L1	N67°17'00"E	30.60'
L2	N34°03'10"W	101.99'
L3	N34°03'10"W	50.99'
L4	N67°17'00"E	20.23'
L5	S34°03'10"E	50.99'
L6	S67°17'00"W	20.23'



**LEGEND**

POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING

CITY OF CORONA  
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION REV-1



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject AERIAL EASEMENT  
APN 172-420-029  
Job No. 20180990  
By NP Date 11/23/21 Chkd. WS  
SHEET 1 OF 1

Project: McKinley Grade Separation  
 Project No. 1-0-00020  
 APN 172-420-029 (portion of)  
 RCFC Parcel No. 1020-2

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 22<sup>nd</sup> day of March, 2022 by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, (hereinafter called "DISTRICT" or "SELLER") and **CITY OF CORONA, a municipal corporation**, (hereinafter called "BUYER") for acquisition by BUYER from SELLER of certain real property interest called the McKinley Grade Separation (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

#### RECITALS

- A. SELLER is the owner of vacant real property located in the city of Corona, Riverside County, State of California, consisting of approximately 1.93 acres or 84,071 square feet within Assessor's Parcel Number (APN)172-420-029, also known as RCFC Parcel Number 1020-2.
- B. SELLER desires to sell and BUYER desires to purchase an aerial easement 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, an aerial easement located in the city of Corona, Riverside County, State of California, consisting of approximately 1,011 square feet located on the east side of East McKinley Street south of the 91 Freeway and north of Magnolia Avenue also identified as a portion of APN 172-420-029 ("PROPERTY") also known as RCFC Parcel Number 1020-2.

Said above-listed interest 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" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein.

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for the PROPERTY is:

Two Thousand Dollars (\$2,000.00) ("Funds")

All payments specified in this Section shall be made in legal tender to SELLER upon recordation.

3. POSSESSION OF AERIAL EASEMENT. It is mutually understood and agreed by and between the Parties hereto that the right and use of the PROPERTY by BUYER, shall commence upon the execution of this Agreement by all Parties. 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.
4. 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 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 PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on the PROPERTY encroach onto other properties.
  - C. SELLER has good and marketable title to the PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the PROPERTY owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the time of recordation, have any right to possession of the 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 PROPERTY. No assessment lien or bond encumbers the PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the PROPERTY and shall not do anything that would impair SELLER's title to any of the PROPERTY.
  - D. 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.
  - E. SELLER represents and warrants that, to the best of its knowledge, 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 PROPERTY or transport any hazardous materials to or from the PROPERTY except in accordance with then applicable laws and that SELLER has received no notice from any agency with jurisdiction over the Property that hazardous substances are present on the Property in quantity or condition that currently require remediation pursuant to applicable laws. SELLER covenants that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances, or related materials on, under, in or about the PROPERTY prior to recordation. 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).

- F. SELLER represents and warrants that the PROPERTY, to the 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 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.
- G. 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 date or recordation will be duly authorized, executed and delivered by SELLER and are, or at the recordation date will be, legal, valid and binding obligations of SELLER, and do not and on the recordation date will not violate any provision of any agreement or judicial order to which SELLER is a party or to which SELLER or the 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.
- H. Any representations or warranties made "to the best of SELLER's knowledge," or otherwise referring to the knowledge of SELLER, shall refer to the actual

knowledge, without duty of inquiry, of Ian Davidson, to whom the knowledge of no other person or entity shall be imputed.

5. 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 prior to recordation and shall survive until completion:
- 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 time of recordation will be legal, valid, and binding obligations of BUYER, and can consummate the transaction contemplated herein.
6. RECORDING.
- 1) All obligations of BUYER under this Agreement are subject to the following conditions for recordation of Aerial Easement Deed attached to this Agreement as Exhibit "C" and by this reference incorporated herein.
  - 2) 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.
  - 3) 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 to the SELLER.
  - 4) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to the SELLER.
- A. 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.
7. INDEMNITY. BUYER agrees to indemnify, defend, and hold SELLER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of, or based on any breach of BUYER's representation, warranties or covenants provided in this Agreement. 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 recordation. Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of this transaction.

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

SELLER: Riverside County Flood Control  
and Water Conservation District  
Attention: William Lara  
Real Property Agent II  
1995 Market Street  
Riverside, CA 92501

BUYER: City of Corona  
Public Works Department  
Attention: Savat Khamphou  
Public Works Director/City Engineer  
400 South Vicentia Avenue  
Corona, CA 92882

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

10. MISCELLANEOUS.
- A. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER.



- B. 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.
- C. 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.
- D. 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.
- E. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

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

[Signatures on following page]




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

**BUYER:**

**CITY OF CORONA,**  
a municipal corporation


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

By:   
SAVAT KHAMPHOU,  
Public Works Director/City Engineer  
City of Corona, Public Works Department

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

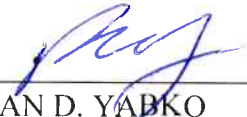
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a body corporate and politic

Date: MAR 22 2022

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

**APPROVED AS TO FORM:**  
~~GREGORY P. PRIAMOS~~  
County Counsel

**ATTEST:**  
KECIA R. HARPER  
Clerk of the Board

By:   
RYAN D. YABKO  
Deputy County Counsel

By:   
Deputy

Date: 3/10/22

Date: MAR 22 2022

Project: McKinley Grade Separation  
Project No. 1-0-00020  
APN 172-420-029  
RCFC Parcel No. 1020-2

WL:amh  
1/19/2022

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**AERIAL EASEMENT**

That portion of Block 55 of the map of the lands of the Riverside Land and Irrigating Company, in the City of Corona, County of Riverside, State of California, as shown on a map recorded in Book 1, Pages 70 through 75 inclusive of Maps, in the office of the County Recorder of San Bernardino County, California, and as shown on a map recorded in Book 1, Page 44 of Maps, in the office of the County Recorder of said Riverside County, being those portions of that certain strip of land 50 feet in width set forth and described as Parcel no. 3 of that certain document recorded May 5, 1949 in Book 1073, Page 563 of Official Records, lying within Assessor Parcel no. 172-420-029, more particularly described as follows:

**COMMENCING** at the intersection of the centerline of McKinley Street (60 feet wide) with the centerline of Sampson Avenue (60 feet wide) as it was in August, 1980 and as shown on Parcel Map No. 16655, Book 85, Pages 64 and 65 of Parcel Maps, Records of Riverside County, California;

THENCE southeasterly along said centerline of McKinley Street South  $34^{\circ}03'10''$  East, 183.58 feet to a point perpendicular to and 180 feet distant from the centerline of said Sampson Avenue;

THENCE parallel with said Sampson Avenue North  $67^{\circ}17'00''$  East, 30.60 feet to a point on the easterly line of McKinley Street, said point being the northwesterly corner of Parcel 1 of said Parcel Map;

THENCE northwesterly along said easterly line of McKinley Street North  $34^{\circ}03'10''$  West, 101.99 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said line North  $34^{\circ}03'10''$  West, 50.99 feet to a point on the southerly line of said Sampson Avenue;

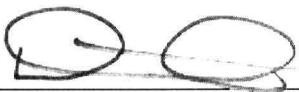
Thence leaving said easterly line of McKinley Street northeasterly along said southerly line of Sampson Avenue North  $67^{\circ}17'00''$  East, 20.23 feet;

Thence leaving said southerly line of Sampson Avenue and parallel with said McKinley Street South  $34^{\circ}03'10''$  East, 50.99 feet;

Thence parallel with said Sampson Avenue South  $67^{\circ}17'00''$  West, 20.23 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 1,011 square feet or 0.023 acres, more or less.

**As shown on plat attached hereto and by this reference made part hereof as Exhibit B.**

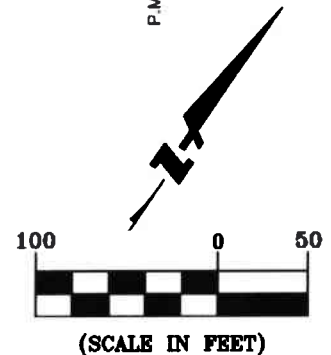
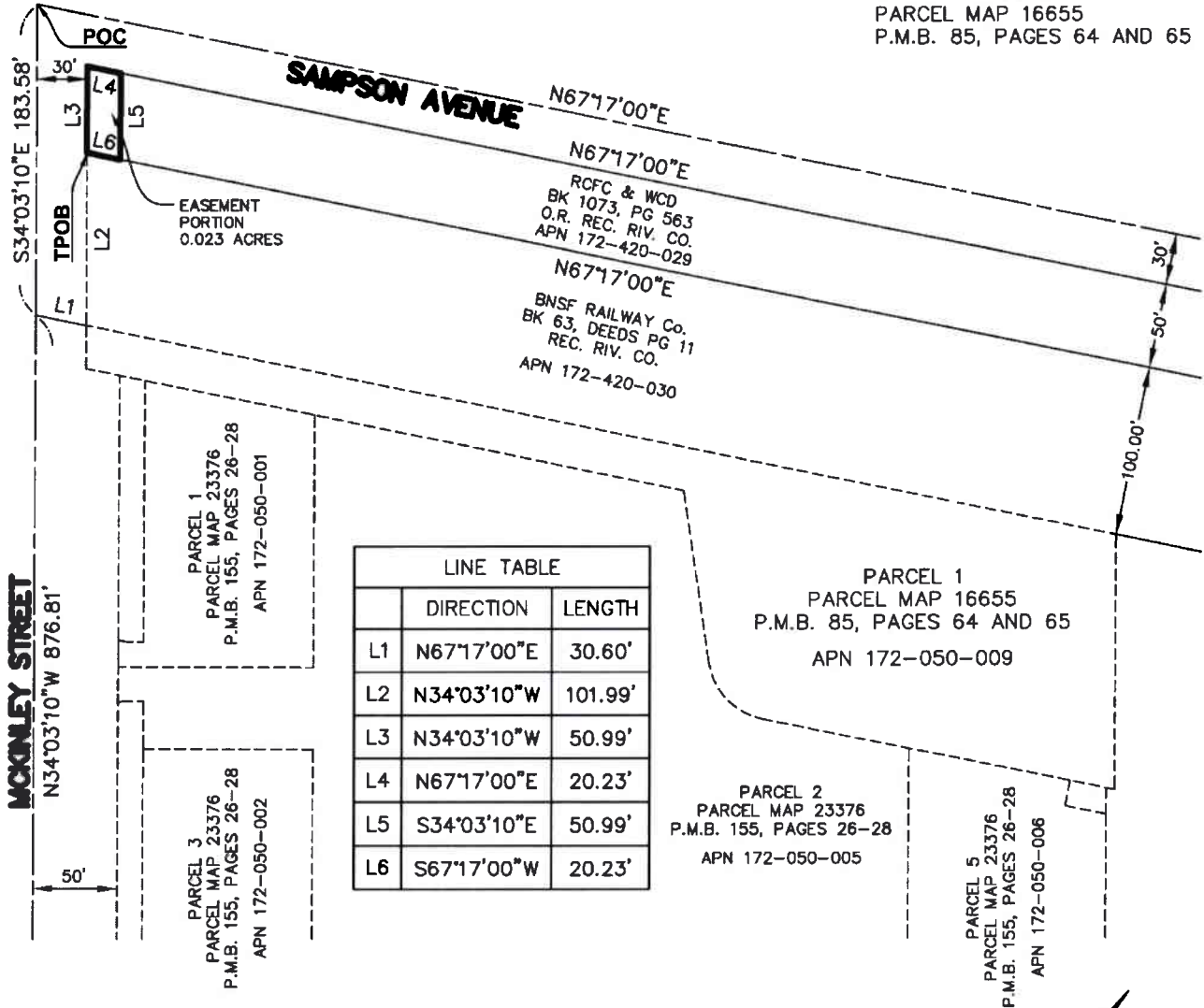
  
\_\_\_\_\_  
Davis Thresh, P.L.S. No. 6868

11/23/2021  
\_\_\_\_\_  
Dated



**EXHIBIT B**  
**AERIAL EASEMENT**

NOTE:  
BEARINGS REFERENCED  
HEREON ARE PER  
PARCEL MAP 16655  
P.M.B. 85, PAGES 64 AND 65



**LEGEND**  
POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING

CITY OF CORONA  
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION REV-1



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject AERIAL EASEMENT  
APN 172-420-029  
Job No. 20180990  
By NP Date 11/23/21 Chkd. WS  
SHEET 1 OF 1

# EXHIBIT "C"

## AERIAL EASEMENT DEED

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

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**The undersigned grantor(s) declare(s)**

Project: McKinley Grade Separation  
Project No. 1-0-00020  
APN: 172-420-029  
RCFC Parcel No. 1020-2

## **AERIAL EASEMENT DEED**

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, hereby grants to the **CITY OF CORONA**, a municipal corporation, an aerial easement for grade separation purposes, including but not limited to the construction, use, repair, and maintenance of the certain real property situated in the County of Riverside, State of California, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof.

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Notary Attached)

**EXHIBIT A  
LEGAL DESCRIPTION  
AERIAL EASEMENT**

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**THENCE** parallel with said Sampson Avenue North 67°17'00" East, 30.60 feet to a point on the easterly line of McKinley Street, said point being the northwesterly corner of Parcel 1 of said Parcel Map;

**THENCE** northwesterly along said easterly line of McKinley Street North 34°03'10" West, 101.99 feet to the **TRUE POINT OF BEGINNING**;

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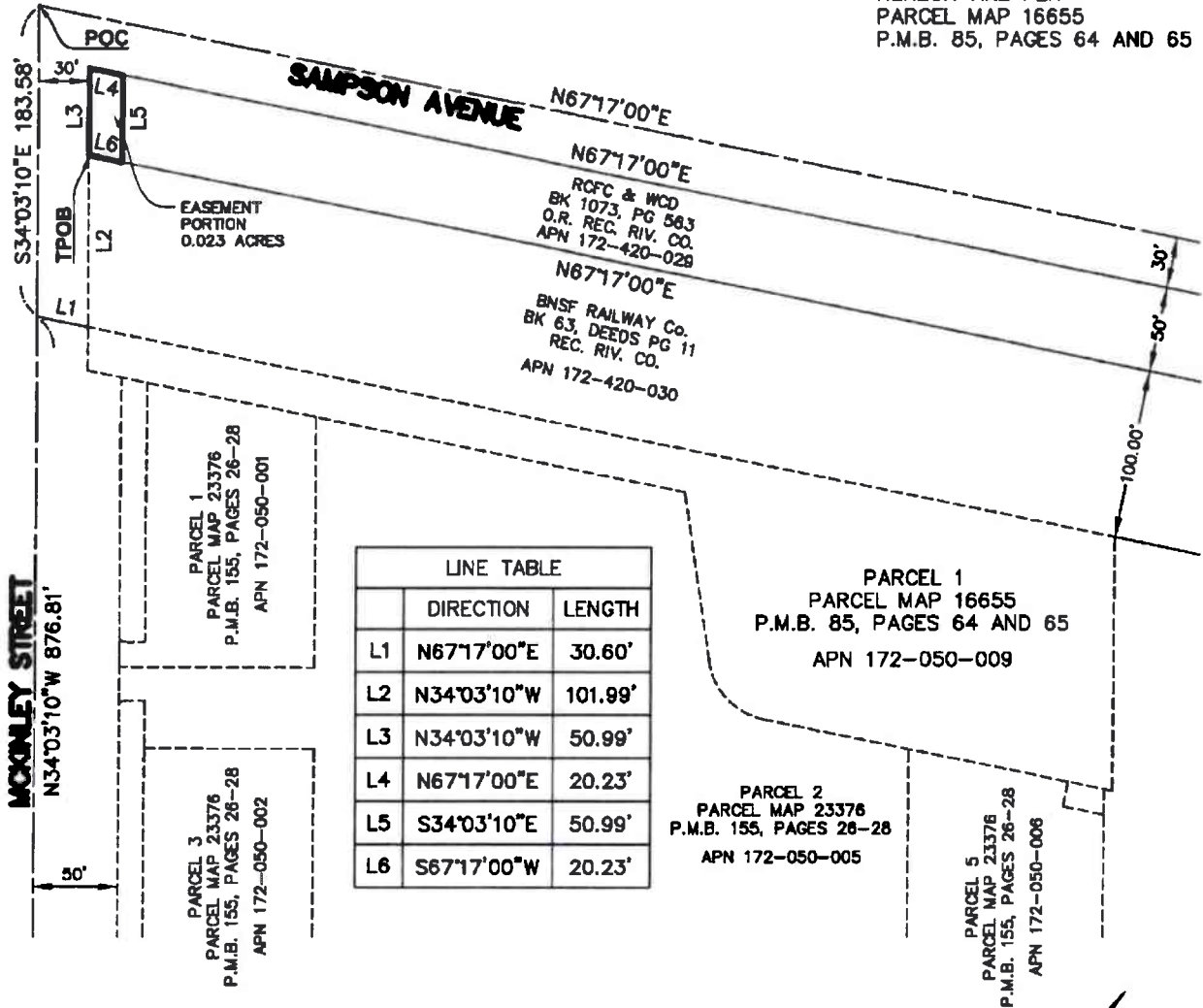
**As shown on plat attached hereto and by this reference made part hereof as Exhibit B.**

  
\_\_\_\_\_  
Davis Thresh, P.L.S. No. 6868  
  
11/23/2021  
\_\_\_\_\_  
Dated

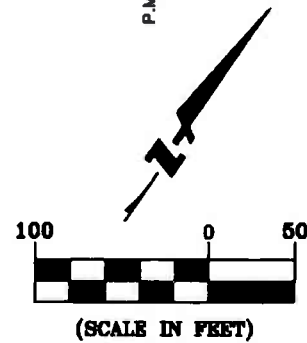


**EXHIBIT B**  
**AERIAL EASEMENT**

NOTE:  
BEARINGS REFERENCED  
HEREON ARE PER  
PARCEL MAP 16655  
P.M.B. 85, PAGES 64 AND 65



LINE TABLE		
	DIRECTION	LENGTH
L1	N67°17'00"E	30.60'
L2	N34°03'10"W	101.99'
L3	N34°03'10"W	50.99'
L4	N67°17'00"E	20.23'
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**LEGEND**

POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING

CITY OF CORONA  
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION REV-1



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject AERIAL EASEMENT  
APN 172-420-029  
Job No. 20180990  
By NP Date 11/23/21 Chkd. WS  
SHEET 1 OF 1

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

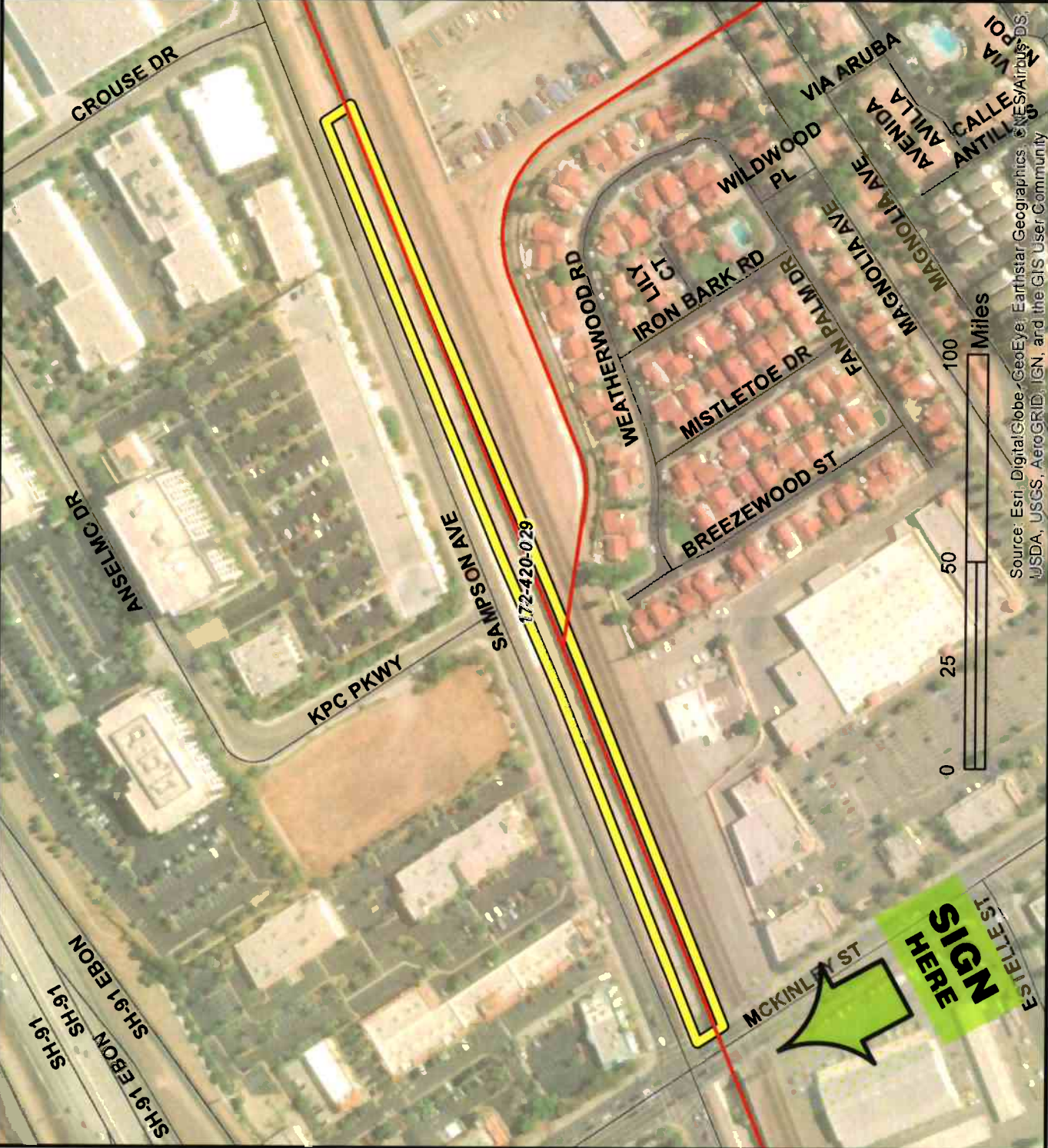
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

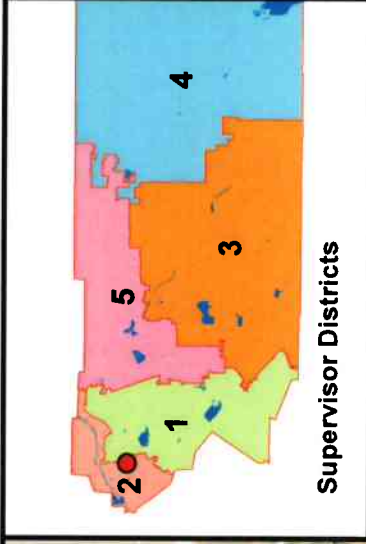




Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community






RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT  
 ASSESSOR'S PARCEL NUMBER 172-420-029



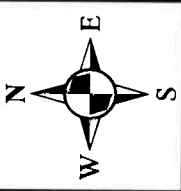
Supervisor Districts

**Legend**

-  Existing Facility
-  Assessor Parcel
-  Supervisorial District

**Description**

RCFC # 1020-2  
 McKinley Grade Separation Project



Vicinity Map

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

COPY

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

Project: McKinley Grade Separation  
Project No. 1-0-00020  
APN: 172-420-029  
RCFC Parcel No. 1020-2

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

Date: 03/22/2022

By: Karen S. Spiegel

Name: KAREN SPIEGEL

Title: Chair

FORM APPROVED COUNTY COUNSEL  
BY [Signature] 3/10/22  
RYAN D YABKO DATE

(Notary Attached)

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AERIAL EASEMENT**

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Containing an area of 1,011 square feet or 0.023 acres, more or less.

**As shown on plat attached hereto and by this reference made part hereof as Exhibit B.**

  
\_\_\_\_\_  
Davis Thresh, P.L.S. No. 6868

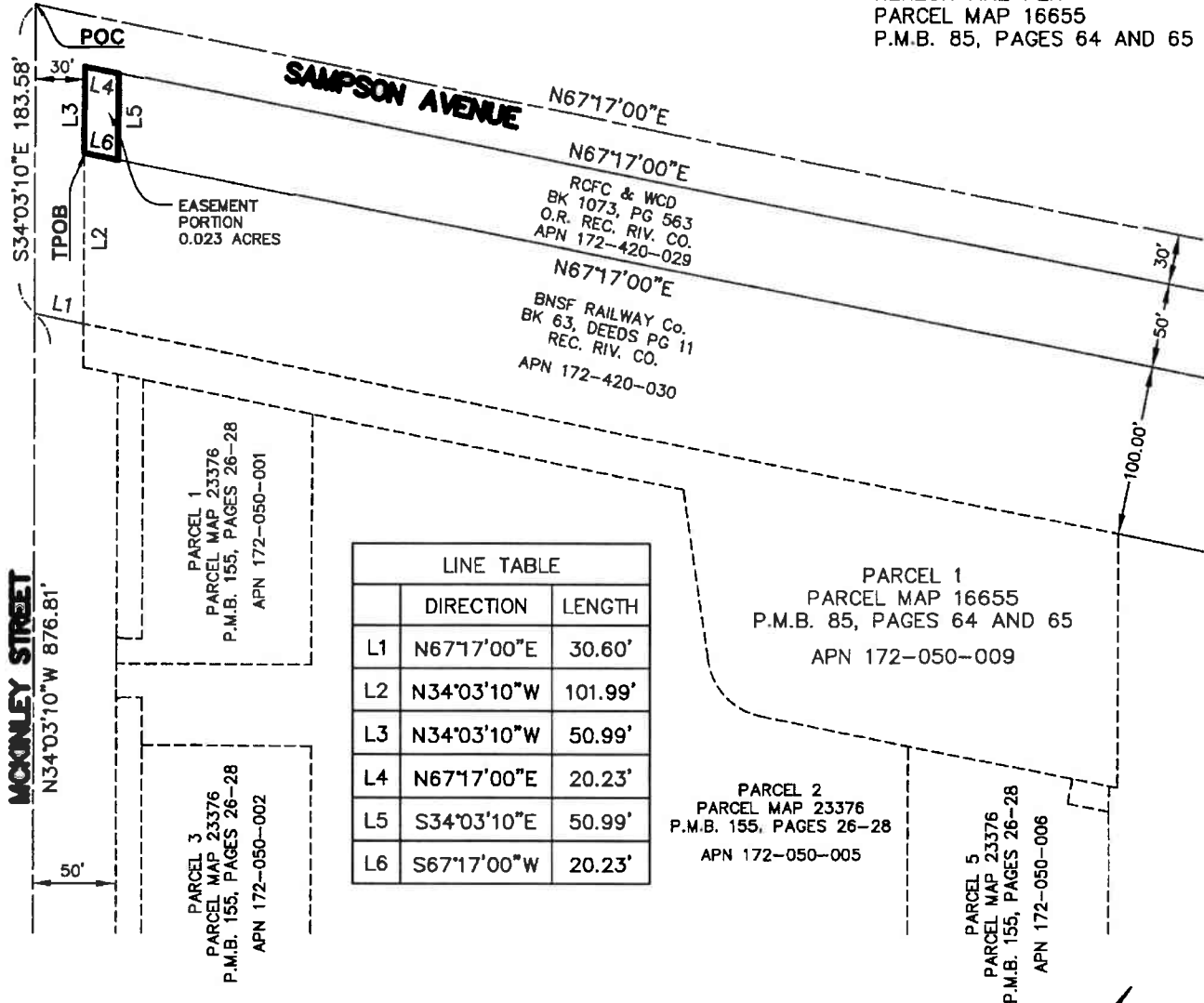
\_\_\_\_\_  
11/23/2021  
Dated



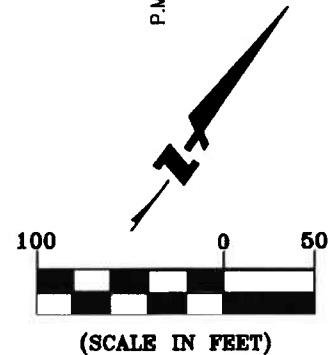


**EXHIBIT B**  
**AERIAL EASEMENT**

NOTE:  
BEARINGS REFERENCED  
HEREON ARE PER  
PARCEL MAP 16655  
P.M.B. 85, PAGES 64 AND 65



LINE TABLE		
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**LEGEND**

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CITY OF CORONA  
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION REV-1



4675 MACARTHUR COURT  
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Subject AERIAL EASEMENT  
APN 172-420-029  
Job No. 20180990  
By NP Date 11/23/21 Chkd. WS  
SHEET 1 OF 1

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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 March 22, 2022, before me, Priscilla Rasso, Board Assistant, personally appeared Karen S. Spiegel, Chair of the Board of Supervisors, 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 R. Harper  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)