

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



ITEM: 11.7
(ID # 18822)

MEETING DATE:

Tuesday, April 26, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2022-16, Authorization to Sell Fee Interest in Real Property to and Reserve a Maintenance Easement with Spreen Investment 4, LLC, a California Limited Liability Company, by Grant Deed, RCFC Parcel Nos. 2070-103A and 2070-103G, Also Known as APN 118-250-018, Located in the City of Corona, County of Riverside, Oak Street Channel, Project No. 2-0-00070, Nothing Further is Required Under CEQA, District 2. [\$0] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act ("CEQA") as the conveyance of fee interest as described in Resolution No. 2022-16 will not have a significant adverse effect on the environment and that any potentially significant adverse effects have been adequately analyzed in the Environmental Impact Report ("EIR") prepared for the Oak Street Channel project;
2. Adopt Resolution No. F2022-16, Authorization to Sell Fee Interest in Real Property to and Reserve a Maintenance Easement with Spreen Investment 4, LLC, a California Limited Liability Company, by Grant Deed, RCFC Parcel Nos. 2070-103A and 2070-103G, Also Known as APN 118-250-018, Located in the City of Corona, County of Riverside, Oak Street Channel, Project No. 2-0-00070;

Continued on page 2

ACTION: 4/5 Vote Required, Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

4/13/2022

Aaron Gettis, Deputy County Counsel

4/13/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt
Nays: None
Absent: Washington
Date: April 26, 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:

3. Approve the attached Agreement for Purchase and Sale of Real Property between Riverside County Flood Control and Water Conservation District ("District") and Spreen Investment 4, LLC, a California limited liability company, and authorize the Chair of the District's Board of Supervisors ("Board") to execute the same on behalf of District;
4. Authorize the Chair of the District's Board to execute the Grant Deed including a reservation for a maintenance easement in favor of Spreen Investment 4, LLC, a California limited liability company; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

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:			Budget Adjustment:	NO
			For Fiscal Year:	2021/2022

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 29, 2022, the District's Board approved Resolution No. F2022-05, [Agenda Item 11.6] providing notice of intention to sell the District's fee interest in real property and reserve a permanent maintenance easement located in the City of Corona, County of Riverside, State of California, identified as Assessor's Parcel Number ("APN") 118-250-018 (RCFC Parcel Nos. 2070-103A and 2070-103G), hereinafter referred to as the "Property." The Property was simultaneously declared exempt surplus pursuant to California Government Code Section 54221 et seq. and the District may proceed with the conveyance of the Property because surplus land that is former right of way may be conveyed to an owner of adjacent property (the "Act", Government Code Section 54221, et seq.).

The District desires to sell the fee interest of the Property to, while reserving a permanent maintenance easement with, Spreen Investment 4, LLC, a California limited liability company, who owns the adjacent property ("Adjacent Owner"). The adjacent property is identified with APN 118-250-016. The Adjacent Owner also holds an easement over the Property, which was recorded as Instrument No. 10666 in the Official Records by Grant Deed on January 12, 1999. Upon the Adjacent Owner's purchase of the Property, the easement will merge because a person cannot have an easement on his or her own land, per Civil Code Sections 805 and 811.

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OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

The Adjacent Owner desires to purchase the fee interest of the Property from the District and enter into that certain Agreement for Purchase and Sale of Real Property between the District and the Adjacent Owner. The District will be reserving a permanent easement for maintenance purposes of the Oak Street Channel. The District was able to determine the feasibility for maintenance of the underground storm drain. Selling the Property would reduce both property management costs and liabilities of the District due to illegal activity on the Property.

The Property consists of 11,761 square feet of land and is an improved portion of the Oak Street Channel. The District has negotiated with the Adjacent Owner the purchase price of \$5,500 (Five Thousand Five Hundred Dollars) to include the fee interest and maintenance easement reservation.

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 fee interest to the Adjacent Owner will not interfere with the use of the Property for the intended purposes of the District.

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.

Resolution No. F2022-16, the Agreement for Purchase and Sale of Real Property, and the Grant Deed have been approved as to form by County Counsel.

Environmental Findings

Find that nothing further is required as the conveyance of the Property as described in Resolution No. 2022-16 will not have a significant adverse effect on the environment and that any potentially significant adverse effects have been adequately analyzed in the Environmental Impact Report (EIR) prepared for the Oak Street Channel project.

Impact on Residents and Businesses

There are no impact to the residences and business.

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

ATTACHMENTS:

1. Resolution No. F2022-16
2. Agreement for Purchase and Sale of Real Property
3. Grant Deed
4. Vicinity Map

YKW:amh
P8/243200



Jason Farin, Principal Management Analyst 4/19/2022

Project: Oak Street Channel
 Project No. 2-0-00070
 APN 118-250-018
 RCFC Parcel Nos. 2070-103A and 2070-103G

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 26th day of April, 2022 by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, (hereinafter called "DISTRICT" or "SELLER") and **SPREEN INVESTMENT 4, LLC**, a California limited liability company, (hereinafter called "BUYER") for acquisition by BUYER from SELLER of certain real property interest from the Oak Street Channel (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as "Parties".

RECITALS

- A. SELLER is the owner of certain real property located in the city of Corona, County of Riverside, State of California, consisting of approximately 11,761 square feet (approximately 0.27 acres) of vacant land with Assessor's Parcel Number ("APN") 118-250-018, also known as RCFC Parcel Nos. 2070-103A and 2070-103G ("SELLER's PROPERTY").
- B. BUYER owns the fee simple title of certain real property adjacent to SELLER's PROPERTY identified as APN 118-250-016.
- C. SELLER desires to sell and BUYER desires to purchase SELLER's PROPERTY as specifically described herein reserving unto SELLER an easement for maintenance purposes ("Maintenance Easement") as the SELLER's PROPERTY is within the Oak Street Channel, as further described below.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, SELLER's PROPERTY within Riverside County, identified by APN 118-250-018, with SELLER reserving a Maintenance Easement as the SELLER's PROPERTY is within the Oak Street Channel.
- 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", attached hereto and by this reference incorporated herein and made a part hereof.

3. PURCHASE PRICE. The total purchase to be paid by BUYER is FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500) and referred to hereinafter as the "Purchase Price". All payments specified in this Section shall be made in legal tender by cash, cashier's check or wire transfer.
4. SOLD IN "AS-IS CONDITION. Buyer acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without any warranty and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property.
5. RECORDATION AND NECESSARY INSTRUMENTS. Upon the approval of this Agreement by the DISTRICT's Board of Supervisors, SELLER shall cause recordation of the Grant Deed (Exhibit "B") in the Official Records of the County of Riverside once BUYER has submitted payment of the Purchase Price and SELLER has verified receipt thereof. BUYER and SELLER shall provide any additional instruments as may be necessary to complete these transactions. BUYER and SELLER hereby agree to cooperate with the execution of all documents necessary to complete the transfer and relinquishment of RCFC Parcels 2070-103A and 2070-103G.
6. POSSESSION OF PROPERTY. SELLER hereby grants to BUYER or its authorized agents the right of possession and use of SELLER's PROPERTY conveyed through this transaction by BUYER, including the right to use, remove and dispose of improvements, shall commence upon the full execution of this Agreement by the Parties, for the sole purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days' advance written, verbal or electronic notice to SELLER prior to such entry. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages, and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the SELLER's PROPERTY pursuant to this Section 6. BUYER shall not store any personal property, facilities, tools and equipment on portions of any property of SELLER that is not a part of SELLER's PROPERTY. 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 SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools and equipment from 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 SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from 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 6, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal
7. MAINTENANCE EASEMENT. SELLER hereby reserves an easement over the SELLER'S PROPERTY for purposes of maintaining the Oak Street Channel, as described

in Exhibit "B". SELLER shall be entitled to enter upon the SELLER's PROPERTY at any time for such purposes upon not less than two (2) business days' prior written notice to BUYER, except in the event of an emergency threatening imminent harm to person or property, in which case, only such shortened period of notice as may be reasonable under the circumstances shall be required. In exercising its rights hereunder, SELLER shall minimize any interference with BUYER's operations on the SELLER's PROPERTY, and shall defend, indemnify and hold BUYER harmless from and against all liability whatsoever on account of any real or alleged damage or injury and from liens, claims and demands related to entry onto the SELLER's PROPERTY by SELLER or any agent, employee or contractor of SELLER; but SELLER shall not be liable for damages or injury ultimately determined to be occasioned by the sole negligence of BUYER or its designated agents, servants or employees. This obligation to indemnify shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities incurred by BUYER or its counsel from the first notice that any claim or demand is to be made or may be made.

8. WARRANTIES AND REPRESENTATIONS. The SELLER and BUYER make the following warranties and representations, it being expressly understood and agreed that all such warranties and representations are to be true and correct as the consummation of this transaction:
- A. SELLER and BUYER have each taken the respective required actions to permit the execution, delivery and performance of obligations under this Agreement.
 - B. The SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. Which are or at the closing date will be legal, valid and binding obligations respectively of each Party and can consummate the transaction contemplated herein. SELLER further warrants that it owns free and clear all encumbrances, and may sell and relinquish such RCFC Parcels 2070-103A and 2070-103G.
9. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related forms or documents to consummate the purchase.
10. 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. 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: Yolanda King Wilder
Supervising Real Property Agent

1995 Market Street
Riverside, CA 92501

BUYER: Spreen Investment 4, LLC,
a California limited liability company
Attention: Jeffrey T. Spreen
25050 Redlands Boulevard
Loma Linda, CA 92354

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

11. MISCELLANEOUS.

- A. Further Assurances. Each party shall, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement.
- 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 by delivering written notice thereof to the defaulting Party.
- C. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER.
- D. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- E. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person who is not contained herein shall be valid or binding on SELLER or BUYER.
- F. 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.

- G. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement.
- H. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- I. Interpretation and Construction. The Parties agree that each Party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. In this Agreement, the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- J. 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.
- K. 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.
12. 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.
13. 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.

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

**SELLER:
RECOMMENDED FOR APPROVAL**

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

Date: APR 26 2022

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

BUYER:
Date: 4/5/22

SPREEN INVESTMENT 4, LLC,
a California limited liability company
By: Jeffrey T. Spreen
JEFFREY T. SPREEN
Manager

**APPROVED AS TO FORM:
COUNTY COUNSEL**

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

By: Ryan D. Yabko
RYAN D. YABKO
Deputy County Counsel

By: Yonella Passo
Deputy

Date: 4/13/22

Date: APR 26 2022

Oak Street Channel
Project No. 2-0-00070
APN 118-250-018
RCFC Parcel Nos. 2070-103A and 2070-103G

YK:amh

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT 10 IN BLOCK 66 OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALSO DESCRIBED AS PARCELS 2070-103A AND 2070-103G BOOK 90, PAGES 3 THROUGH 16 INCLUSIVE ON RECORD OF SURVEY

PARCEL 2:

A NON-EXCLUSIVE SURFACE RIGHTS EASEMENT FOR PARKING AND LANDSCAPING AS SET OUT IN EASEMENT DEED RECORDED JANUARY 12, 1999 AS INSTRUMENT NO. 99-10666 OF OFFICIAL RECORDS.

Assessor's Parcel Number: **118-250-018**

Recorded at request of, and return to:
Spreen Investment 4, LLC
25050 Redlands Boulevard
Loma Linda, CA 92354

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Oak Street Channel
Project No. 2-0-00070
APN 118-250-018

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

RCFC Parcel Nos: 2070-103A
2070-103G

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, hereinafter called "Grantor", hereby grants and conveys to **Spreen Investment 4, LLC**, a California limited liability company, its successors and assigns, hereinafter called "Grantee", all that right, title and interest to the real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and made a part hereof.

RESERVING THEREFROM, unto the Grantor, an easement for the maintenance of flood control facilities, together with all necessary appurtenances thereto, including ingress and egress over, upon, under and across that real property.

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

Date: _____

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

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)

243034

COPY

Recorded at request of, and return to:
Spreen Investment 4, LLC
25050 Redlands Boulevard
Loma Linda, CA 92354

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Oak Street Channel
Project No. 2-0-00070
APN 118-250-018

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

RCFC Parcel Nos: 2070-103A
2070-103G

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, hereinafter called "Grantor", hereby grants and conveys to **Spreen Investment 4, LLC**, a California limited liability company, its successors and assigns, hereinafter called "Grantee", all that right, title and interest to the real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and made a part hereof.

RESERVING THEREFROM, unto the Grantor, an easement for the maintenance of flood control facilities, together with all necessary appurtenances thereto, including ingress and egress over, upon, under and across that real property.

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

Date: APR 26 2022

By: Karen S. Spiegel

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT 10 IN BLOCK 66 OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALSO DESCRIBED AS PARCELS 2070-103A AND 2070-103G BOOK 90, PAGES 3 THROUGH 16 INCLUSIVE ON RECORD OF SURVEY

PARCEL 2:

A NON-EXCLUSIVE SURFACE RIGHTS EASEMENT FOR PARKING AND LANDSCAPING AS SET OUT IN EASEMENT DEED RECORDED JANUARY 12, 1999 AS INSTRUMENT NO. 99-10666 OF OFFICIAL RECORDS.

Assessor's Parcel Number: **118-250-018**

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 April 26, 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)

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)

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2022-16

AUTHORIZATION TO SELL FEE INTEREST IN REAL PROPERTY TO AND RESERVE A MAINTENANCE EASEMENT WITH SPREEN INVESTMENT 4, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY GRANT DEED, RCFC PARCEL NOS. 2070-103A AND 2070-103G, ALSO KNOWN AS APN 118-250-018, LOCATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, CALIFORNIA; OAK STREET CHANNEL; PROJECT NO. 2-0-00070

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, County of Riverside, State of California, identified as Assessor's Parcel Number ("APN") 118-250-018, RCFC Parcel Nos. 2070-103A and 2070-103G ("Property"); and

WHEREAS, the Property consists of 11,761 square feet of land and is an improved portion of Oak Street Channel, legally described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, on March 29, 2022, the District's Board of Supervisors approved Resolution No. F2022-05 [Agenda Item 11.6] providing notice of intent to sell the District's fee interest to Spreen Investment 4, LLC, a California limited liability company, ("Adjacent Owner") and reserve a permanent maintenance easement on the Property for operation and maintenance purposes and declaring the Property exempt surplus real property that is no longer needed nor will it be needed in the future for the District's uses and purposes; and

WHEREAS, the District desires to sell the fee interest of the Property to the Adjacent Owner, and the Adjacent Owner desires to purchase the fee interest of the Property from the District while the District reserves a maintenance easement, and enter into that certain Agreement for Purchase and Sale of Real Property ("Agreement"); and

WHEREAS, the Adjacent Owner holds an easement over the Property, which was

FORM APPROVED COUNTY COUNSEL
BY  RYAN D YABKO
4/13/22
DATE

1 recorded as Instrument No. 10666 in the Official Records by Grant Deed on January 12, 1999,
2 and upon Adjacent Owner's purchase of the Property, the easement will merge because a person
3 cannot have an easement on his or her own land pursuant to Civil Code Sections 805 and 811;
4 and

5 **WHEREAS**, the District was able to determine the feasibility for maintenance of the
6 underground storm drain, and selling the Property would reduce both property management costs
7 and liabilities of the District due to illegal activity on the Property; and
8

9 **WHEREAS**, the District has negotiated with the Adjacent Owner the purchase
10 price of \$5,500 (Five Thousand Five Hundred Dollars) to include the fee interest and
11 maintenance easement reservation; and
12

13 **WHEREAS**, pursuant to the California Water Code Appendix Ch. 48, Section 9, the
14 District's Board of Supervisors ("Board") has the power to take by grant, purchase, gift, devise,
15 lease, or otherwise, to hold, use, enjoy, and to lease or dispose of real, personal, or mixed property
16 of every kind within or without the District necessary or convenient to the full exercise of its
17 powers, and to lease its property to public agencies, or to grant any interest therein to public
18 agencies, which lease or grant does not interfere with the use of the property for the purposes of
19 the District. District staff has evaluated and determined that the conveyance of the fee interest
20 to the Adjacent Owner will not interfere with the use of the Property for the intended purposes
21 of the District; and
22

23 **WHEREAS**, the District finds that the sale of the fee interest of the Property is in the
24 best interest of the District because the sale of the fee interest by the District will terminate
25 ownership liabilities; and
26

27 **WHEREAS**, the District finds that nothing further is required under the California
28 Environmental Quality Act ("CEQA") as the conveyance of the Property as described in

1 Resolution No. F2022-16 will not have a significant adverse effect on the environment, and
2 that any potentially significant adverse effects have been adequately analyzed in the
3 Environmental Impact Report ("EIR") prepared for the Oak Street Channel project.

4 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED**
5 by the District's Board, in regular session assembled on or after April 26, 2022, at or after
6 9:30 a.m., in its meeting room located on the 1st Floor of the County Administrative Center,
7 4080 Lemon Street, Riverside, California, that this Board has evaluated and determined that
8 the authorization to sell the fee interest in the Property to Spreen Investment 4, LLC and
9 reserve a permanent maintenance easement for operation and maintenance purposes will not
10 interfere with the use of the Property for the intended purposes of the District; and finds that
11 the environmental impacts of the conveyance have been adequately analyzed in the EIR
12 prepared for the Oak Street Channel project (2-0-00070).

14 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of
15 this Board that this Board authorizes the sale of the fee interest of the Property located in the
16 city of Corona, County of Riverside, State of California, for the purchase price pursuant to
17 the terms and conditions of the Agreement, to be conveyed by Grant Deed to Spreen
18 Investment 4, LLC.

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

24 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the
25 Board approves the Agreement for Purchase and Sale of Real Property and authorizes the
26 Chair of the District's Board to execute the Agreement and Grant Deed for the fee interest in
27 real property on behalf of the District.
28

1 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the
2 General Manager-Chief Engineer or his designee is authorized to execute any other
3 documents and administer all actions necessary to complete the transaction.

4
5
6 ROLL CALL:

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

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

Kecia R. Harper, Clerk of said Board

13
14 By *[Signature]*
15 Deputy



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EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

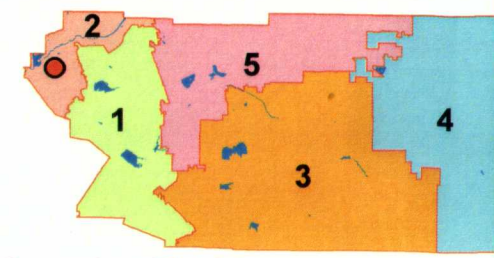
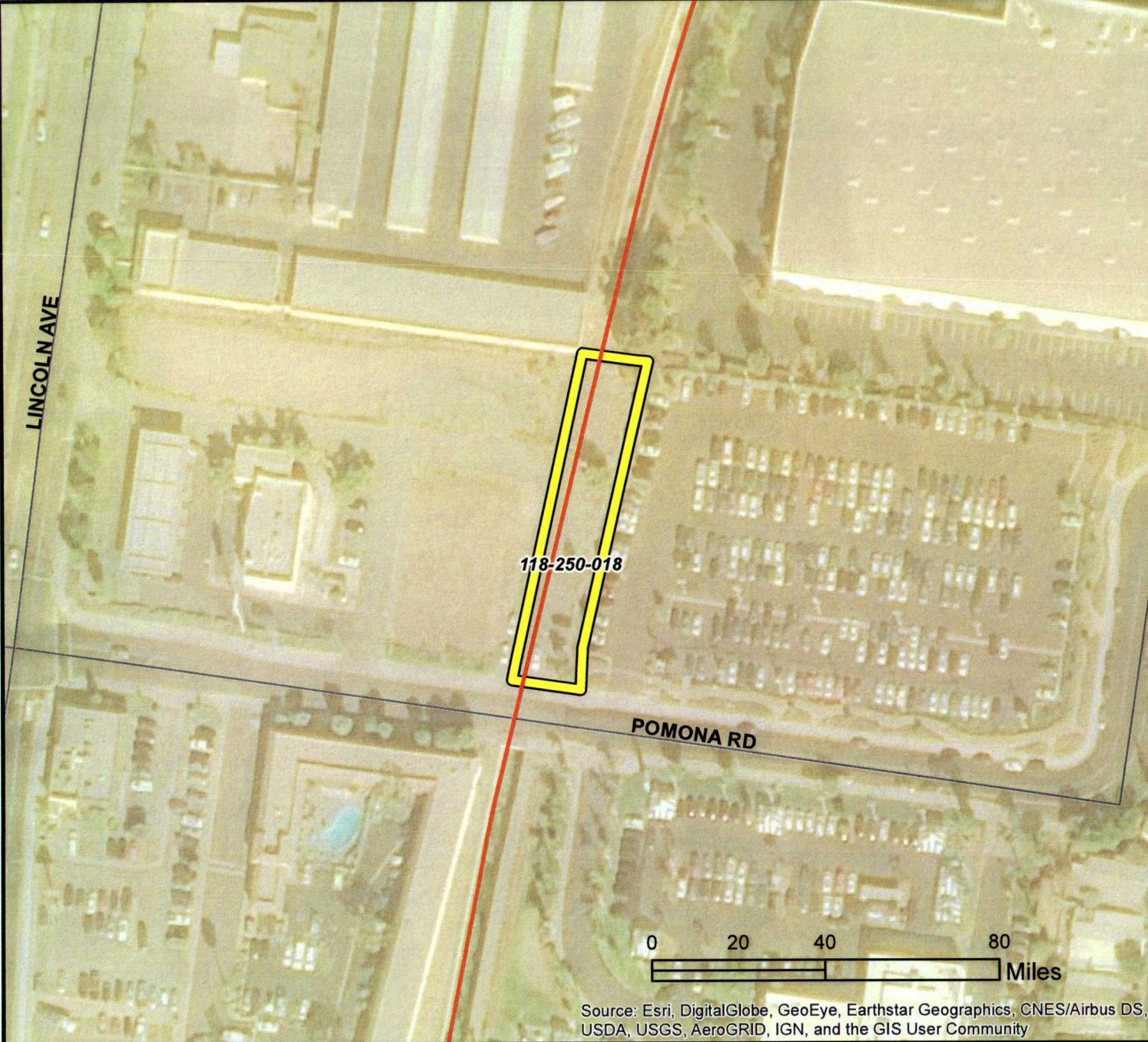
THAT PORTION OF LOT 10 IN BLOCK 66 OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALSO DESCRIBED AS PARCELS 2070-103A AND 2070-103G BOOK 90, PAGES 3 THROUGH 16 INCLUSIVE ON RECORD OF SURVEY

PARCEL 2:

A NON-EXCLUSIVE SURFACE RIGHTS EASEMENT FOR PARKING AND LANDSCAPING AS SET OUT IN EASEMENT DEED RECORDED JANUARY 12, 1999 AS INSTRUMENT NO. 99-10666 OF OFFICIAL RECORDS.




Assessor's Parcel Number: 118-250-018

PLOTTED EASEMENTS



Supervisor Districts

Legend

-  Existing Facility
-  Assessor Parcel
-  Supervisorial District

Description

Oak Street Channel

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 118-250-018



Exhibit B
Vicinity Map