

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



ITEM: 11.8  
(ID # 19756)

**MEETING DATE:**  
Tuesday, August 30, 2022

**FROM :** FLOOD CONTROL DISTRICT:


**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2022-26, Authorization to Sell Fee Simple Interest in District-Owned Real Property Located in the City of Jurupa Valley, County of Riverside, Portion of Assessor's Parcel Number 157-142-020, Day Creek Channel, Project No. 1-0-00250; Approval of the Agreement for Purchase and Sale of Real Property to Rodolfo Vega and Sylvia Vega, Husband and Wife as Joint Tenants, CEQA Exempt, District 2. [\$0]

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

1. Find that the transfer of title to real property is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15312, Class 12 Surplus Government Property Sales exemption, Section 15206(b)(4), Projects of Statewide, Regional and Areawide Significance exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Adopt Resolution No. F2022-26, Authorization to Sell Fee Simple Interest in District-Owned Real Property Located in the City of Jurupa Valley, County of Riverside, Portion of Assessor's Parcel Number 157-142-020 Day Creek Channel, Project No. 1-0-00250; Approval of the Agreement for Purchase and Sale of Real Property to Rodolfo Vega and Sylvia Vega, Husband and Wife as Joint Tenants;

Continued on page 2

**ACTION:** Policy



Jason Urley, GENERAL MGR-CHF FLD CNTRL ENG

8/11/2022



Aaron Gettis, Deputy County Counsel

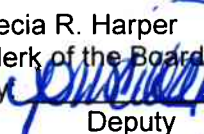
8/11/2022

---

**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: August 30, 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. Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Agreements for Purchase and Sale on behalf of the District;
4. Authorize the District's Board to execute the Grant Deed in favor of Rodolfo Vega and Sylvia Vega, husband and wife as joint tenants; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

| <b>FINANCIAL DATA</b>       | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>            | <b>Ongoing Cost</b> |
|-----------------------------|-----------------------------|--------------------------|-------------------------------|---------------------|
| <b>COST</b>                 | \$ 0                        | \$ 0                     | \$ 0                          | \$ 0                |
| <b>NET COUNTY COST</b>      | \$ 0                        | \$ 0                     | \$ 0                          | \$ 0                |
| <b>SOURCE OF FUNDS:</b> N/A |                             |                          | <b>Budget Adjustment:</b> No  |                     |
|                             |                             |                          | <b>For Fiscal Year:</b> 22/23 |                     |

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

**BACKGROUND:**

**Summary**

On July 12, 2022, the District's Board approved Resolution No. F2022-18, providing notice of intention to sell the District's fee interest in real property located in the city of Jurupa Valley, County of Riverside, State of California, identified as Assessor's Parcel Number (APN) 157-142-020, also referred to as RCFC Parcel No. 1001-2B, hereinafter referred to as the "Property". The Property was simultaneously declared exempt surplus real property pursuant to California Government Code Section 54221 et seq. because surplus land that is former right of way that is being conveyed to an owner of adjacent property is exempt (the "Act", Government Code Section 54221, et seq.).

The District desires to sell the fee interest in the Property to Rodolfo Vega and Sylvia Vega, husband and wife as joint tenants ("Adjacent Owner"), who own the adjacent properties. The adjacent properties are identified as APNs 157-142-009, 157-142-008 and 157-202-013.

The Adjacent Owner desires to purchase the fee interest in the Property from the District and enter into that certain Agreement for Purchase and Sale of Real Property.

The Property consists of approximately .30 acres (12,875 square feet) of vacant land, a portion of the Day Creek Channel. The District has negotiated with the Adjacent Owner the purchase price of \$34,600 (Thirty-Four Thousand Six Hundred Dollars). The sale of this parcel will remove the cost of maintaining this parcel as well as eliminate a liability for the District and will place this parcel back onto the tax roll. The attached Agreements for Purchase and Sale of Real Property provide the terms and conditions for the sale to the owner of the Property situated adjacent thereto and the Grant Deed to affect the conveyance.

**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 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 Property for the intended purposes of the District.

Pursuant to the California Water Code Appendix, Chapter 48, Section 13, the District's Board has the power to hold, use, acquire, manage, occupy and possess any real property and may determine by resolution duly entered in its minutes that any property, real, personal or mixed, 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.

Resolution No. F2022-26, the Agreements for Purchase and Sale of Real Property and the Grant Deed have been approved as to form by County Counsel.

**Environmental Findings**

The authorization to convey the subject Property from the District to an adjacent property owner is exempt from CEQA pursuant to State CEQA Guidelines Section 15312 (Surplus Government Property Sales), because the proposed action is the sale of exempt surplus remnant parcels of real property that are not located in an area of statewide, regional or areawide concern as identified in Section 15206(b)(4), that are no longer needed for the use by or purposes of the District, do not have significant values for wildlife habitat or other environmental purposes, and the use of the property and adjacent property has not changed since the time of acquisition by the District. The authorization is additionally exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment as the District is merely relinquishing rights and transferring the title to real property of vacant land, which does not involve construction activities or an increase in the intensity of use of the site, and, therefore, is exempt from CEQA.

**Impact on Residents and Businesses:**

No fiscal impact on the residents and businesses in the immediate area for this sale of fee interest to adjacent property owners.

**ATTACHMENTS:**

1. Resolution No. F2022-26
2. Agreement For Purchase and Sale of Real Property
3. Grant Deed
4. Vicinity Map

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

MCR:amh  
P8/244988



Jason Farin, Principal Management Analyst 8/23/2022



1 **BOARD OF SUPERVISORS**

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

4 RESOLUTION NO. F2022-26

5 AUTHORIZATION TO SELL FEE SIMPLE INTEREST IN DISTRICT-OWNED REAL  
6 PROPERTY LOCATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE,  
7 PORTION OF ASSESSOR'S PARCEL NUMBER 157-142-020, DAY CREEK CHANNEL, PROJECT  
8 NO. 1-0-00250; APPROVAL OF THE AGREEMENT FOR PURCHASE  
9 AND SALE OF REAL PROPERTY TO RODOLFO VEGA AND SYLVIA VEGA,  
10 HUSBAND AND WIFE AS JOINT TENANTS

11 **WHEREAS**, the Riverside County Flood Control and Water Conservation District, a body  
12 corporate and politic ("District"), owns certain real property located in the city of Jurupa Valley, County of  
13 Riverside, State of California, identified as Assessor's Parcel Number ("APN") 157-142-020, RCFC Parcel  
14 1001-2B ("Property"); and

15 **WHEREAS**, the Property consists of approximately .30 acres (12,875 square feet) of vacant land  
16 and is a portion of the Day Creek Channel, legally described in Exhibit "A" and depicted in Exhibit "B",  
17 attached hereto and made a part of hereof; and

18 **WHEREAS**, on July 12, 2022, the District's Board of Supervisors ("Board") approved Resolution  
19 No. F2022-18 providing notice of intent to sell the District's fee interest to Rodolfo Vega and Sylvia Vega,  
20 husband and wife as joint tenants ("Adjacent Owner"), and simultaneously declaring the Property exempt  
21 surplus land pursuant to California Government Code Section 54221(f)(1)(E) because surplus land that is  
22 former right of way may be conveyed to an owner of adjacent property; and

23 **WHEREAS**, the District desires to sell the fee interest in the Property to the Adjacent Owner, and  
24 the Adjacent Owner desires to purchase the fee interest in the Property from the District and enter into that  
25 certain Agreement for Purchase and Sale of Real Property ("Agreement"); and

26 **WHEREAS**, the District has negotiated with the Adjacent Owner the purchase price of \$34,600  
27 (Thirty-Four Thousand Six Hundred Dollars) to include the fee interest; and

28 **WHEREAS**, 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

FORM APPROVED COUNTY COUNSEL  
BY:  RYAN D. YABKO  
DATE: 8/11/22

AUG 30 2022 11-8

1 lease or dispose of real, personal, or mixed property of every kind within or without the District necessary  
2 or convenient to the full exercise of its powers, and to lease its property to public agencies, or to grant any  
3 interest therein to public agencies, which lease or grant does not interfere with the use of the property for  
4 the purposes of the District, and District staff has evaluated and determined that the conveyance of the fee  
5 interest to the Adjacent Owner will not interfere with the use of Property for the intended purposes of the  
6 District; and

7       **WHEREAS**, Pursuant to the California Water Code Appendix, Chapter 48, Section 13, the District's  
8 Board has the power to hold, use, acquire, manage, occupy and possess any real property and may determine  
9 by resolution duly entered in its minutes that any property, real, personal or mixed, held by the District is  
10 no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise  
11 dispose of said property; and

12       **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA"), the sale of each  
13 remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA  
14 under CEQA Guidelines Section 15312, Surplus Government Property Sales, because the proposed action  
15 is the sale of exempt surplus remnant parcels of real property that is not located in an area of statewide,  
16 regional or areawide concern as identified in Section 15206(b)(4) is no longer needed for the use by or  
17 purposes of the District, does not have significant values for wildlife habitat or other environmental  
18 purposes, and the use of the property and adjacent property has not changed since the time of acquisition  
19 by the District; and

20       **WHEREAS**, the sale of the Property is also exempt under Section 15061(b)(3), the Common Sense  
21 exemption, as it can be seen with certainty that the project will not have a significant effect on the  
22 environment because it is merely the transfer of title to real property of vacant land and does not involve  
23 construction activities or an increase in the intensity of use of the site.

24       **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by vote of the  
25 District's Board in regular session assembled on August 30, 2022, in the meeting room of the Board located  
26 on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, at 9:30  
27 a.m. or soon thereafter, this Board finds the project to be categorically exempt from CEQA under CEQA  
28 Guidelines Section 15312, Surplus Government Property Sales, and exempt under Section 15061(b)(3), the

1 "Common Sense" exemption, because the Property does not have significant values for wildlife habitat or  
2 other environmental purposes. The use of the Property has not changed since the time of acquisition by the  
3 District, and the sale of the Property will not have a significant effect on the environment because the project  
4 is merely the transfer of the title to real property of vacant land and does not involve construction or an  
5 increase in the intensity of use of the site.

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

9 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of this Board that  
10 this Board authorizes the sale of the exempt Property, as more particularly described in Exhibits "A" and  
11 Exhibits "B", located in the city of Jurupa Valley.

12 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board approves the  
13 Agreement and authorizes the Chair of the District's Board to execute the Agreement and Grant Deed on  
14 behalf of the District.

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

18  
19 ROLL CALL:

20  
21 Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt  
22 Nays: None  
23 Absent: None  
24 Abstained: None

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

28  
Kecia R. Harper, Clerk of said Board

By  Deputy

EXHIBIT "A"



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

DAY CREEK CHANNEL

**Parcel No. 1001-2B**

APN: 157-142-020

In the City of Jurupa Valley, County of Riverside, State of California, being all that portion of Parcel 1001-2 as shown on that Record of Survey filed in Book 120, Pages 57 through 60, inclusive, of Records of Survey, records of said county, lying southerly and southwesterly of the following described line:

**Beginning** at a point on the easterly line of said Parcel 1001-2 lying 107.81 feet northerly of the most southerly corner of said Parcel 1001-2;

Thence North  $71^{\circ}36'26''$  West 122.78 feet to a curve concave northeasterly having a radius of 455.00 feet;

Thence Northwesterly along said curve 230.88 feet through a central angle of  $29^{\circ}04'24''$  to the westerly line of said Parcel 1001-2 being the **Point of Terminus**.

Containing 12,875 square feet / 0.296 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99998991.

See Exhibit "B" attached hereto and made a part hereof.



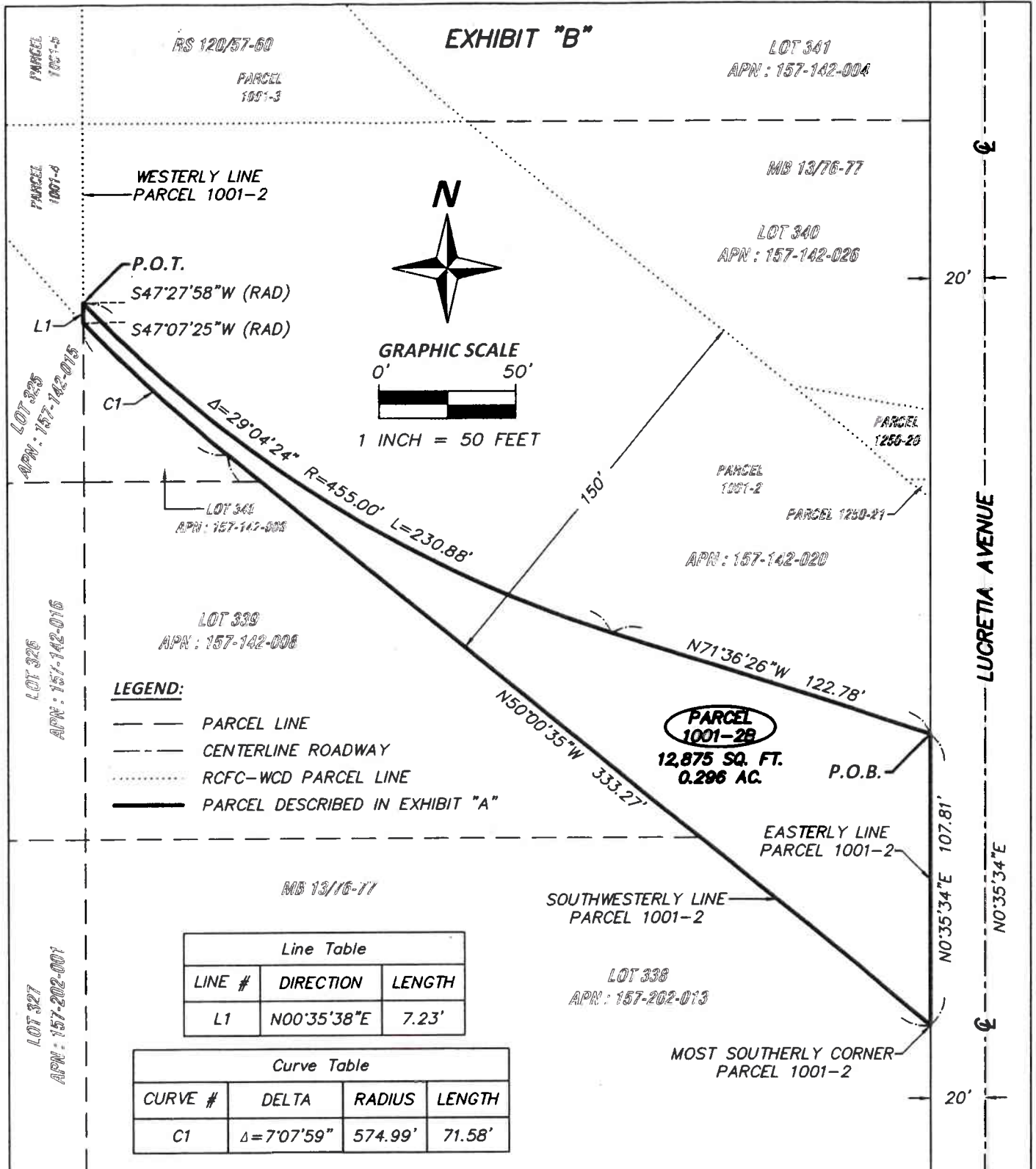
  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 4-12-22

EXHIBIT "B"

# EXHIBIT "B"



| Line Table |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N00°35'38"E | 7.23'  |

| Curve Table |                          |         |        |
|-------------|--------------------------|---------|--------|
| CURVE #     | DELTA                    | RADIUS  | LENGTH |
| C1          | $\Delta=7^{\circ}07'59"$ | 574.99' | 71.58' |

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
 1995 MARKET STREET, RIVERSIDE, CA. 92501

|                            |                          |              |             |
|----------------------------|--------------------------|--------------|-------------|
| PROJECT NAME:              | <b>DAY CREEK CHANNEL</b> | SCALE 1"=50' | DRAWN BY SB |
| RCFC-WCD PARCEL NUMBER(S): | <b>1001-2B</b>           | DATE 4/12/22 | CHECK BY DC |
| RCFC-WCD PROJECT NUMBER:   | <b>1-0-00250</b>         | SHEET NO.    | 1 OF 1      |

Project: Day Creek Channel  
 Project No. 1-0-00250  
 RCFC Parcel No. 1001-2B  
 APN 157-142-020 (portion)

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 21<sup>st</sup> day of July, 2022 by and between RODOLFO VEGA AND SYLVIA VEGA, husband and wife as joint tenants, (hereinafter called "BUYER") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "SELLER") for acquisition by BUYER from SELLER of certain real property interest within the area of the Day Creek Channel Project (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 County of Riverside, State of California, consisting of approximately .30 acres (12,875 square feet) of vacant land in the city of Jurupa Valley, County of Riverside, State of California, identified as RCFC Parcel No. 1001-2B as to a portion of Assessor's Parcel Number ("APN") 157-142-020 ("SELLER's PROPERTY").
- B. BUYER is the owner of the adjacent real property identified by APNs 157-142-009, 157-142-008 and 157-202-013.
- C. SELLER desires to sell and relinquish, and BUYER desires to purchase SELLER's PROPERTY as specifically described herein and pursuant to the terms and conditions herein this Agreement.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO CONVEY. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell and relinquish to BUYER, and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following interest in real property located in the city of Jurupa Valley, County of Riverside, State of California, identified as RCFC Parcel No. 1001-2B, as a portion of APN 157-142-020, consisting of approximately .30 acres (12,875 square feet) of vacant land.

Said above-listed interests in real property will hereinafter be collectively referred to as the "SELLER's PROPERTY".

The land affected by the above-listed interests in real property are 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 to be paid by BUYER is THIRTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$34,600.00) ("Purchase Price"). All payments

specified in this section shall be made in legal tender, by cash, cashier's check or wire transfer.

3. SOLD IN "AS-IS" CONDITION. BUYER acknowledges that RCFC Parcel 1001-2B is sold and relinquished in "as-is" condition, as of the date of this Agreement, without warranty and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding RCFC Parcel 1001-2B except expressly stated in this Agreement.
4. RECORDATION AND NECESSARY INSTRUMENTS. Upon the approval of this Agreement by the Board of Supervisors of DISTRICT, SELLER shall cause recordation of the Grant Deed (Exhibit "C") 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 Parcel 1001-2B.
5. 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 sole purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days advance 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 5. BUYER shall not store any personal property, facilities, tools, and equipment on portions of the SELLER's PROPERTY that is not on 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 5, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
6. POSSESSION UPON CONSUMMATION OF TRANSACTION. 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.
7. WARRANTIES AND REPRESENTATIONS. The Parties make the following



representations and warranties and that all such representations and warranties are to be true and correct as of the consummation of this transaction:

A. SELLER and BUYER have each taken the respective required actions to permit the execution, delivery, and performance of obligations under this Agreement.

B. SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement, carry out its obligations hereunder (which are, or at the consummation of this transaction 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 of all encumbrances, and may sell and relinquish, such RCFC Parcel 1001-2B.

8. 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 or 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 of recordation. Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of this transaction.
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 escrow 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<br>and Water Conservation District<br>Attention: Yolanda King Wilder<br>Supervising Real Property Agent<br>1995 Market Street<br>Riverside, CA 92501 |
|---------|---|

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

BUYER: Mr. Rodolfo Vega  
 Mrs. Sylvia Vega  
 6669 Lucretia Avenue  
 Jurupa Valley, CA 91752-2723

11. MISCELLANEOUS.

- A. Further Assurances. Each party shall, whenever and as often as it shall be requested to do so 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.
14. LANGUAGE FOR USE OF ELECTRONIC (DIGITAL) SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an

electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.


//  
//  
//

[Signatures on following page]

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

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

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

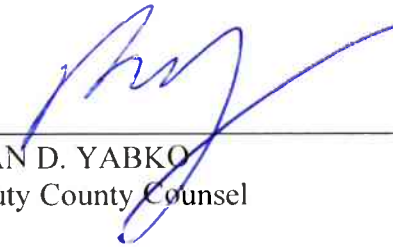
By:   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water Conservation District Board of Supervisors

Date: 7/21/2022

Date: AUG 30 2022

**APPROVED AS TO FORM:**  
**COUNTY COUNSEL**

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

By:   
RYAN D. YABKO  
Deputy County Counsel

By: 

**(BUYER)**  
**RODOLFO VEGA AND SYLVIA VEGA, husband and wife as joint tenants**

By:   
RODOLFO VEGA

By:   
SYLVIA VEGA

Date: 7/14/2022

Date: 7/14/2022

Project: Day Creek Channel  
Project No. 1-0-00250  
RCFC Parcel No. 1001-2B  
APN 157-142-020 (portion)  
MCR:amh  
07/13/2022



EXHIBIT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

DAY CREEK CHANNEL

Parcel No. 1001-2B

APN: 157-142-020

In the City of Jurupa Valley, County of Riverside, State of California, being all that portion of Parcel 1001-2 as shown on that Record of Survey filed in Book 120, Pages 57 through 60, inclusive, of Records of Survey, records of said county, lying southerly and southwesterly of the following described line:

**Beginning** at a point on the easterly line of said Parcel 1001-2 lying 107.81 feet northerly of the most southerly corner of said Parcel 1001-2;

Thence North  $71^{\circ}36'26''$  West 122.78 feet to a curve concave northeasterly having a radius of 455.00 feet;

Thence Northwesterly along said curve 230.88 feet through a central angle of  $29^{\circ}04'24''$  to the westerly line of said Parcel 1001-2 being the **Point of Terminus**.

Containing 12,875 square feet / 0.296 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99998991.

See Exhibit "B" attached hereto and made a part hereof.



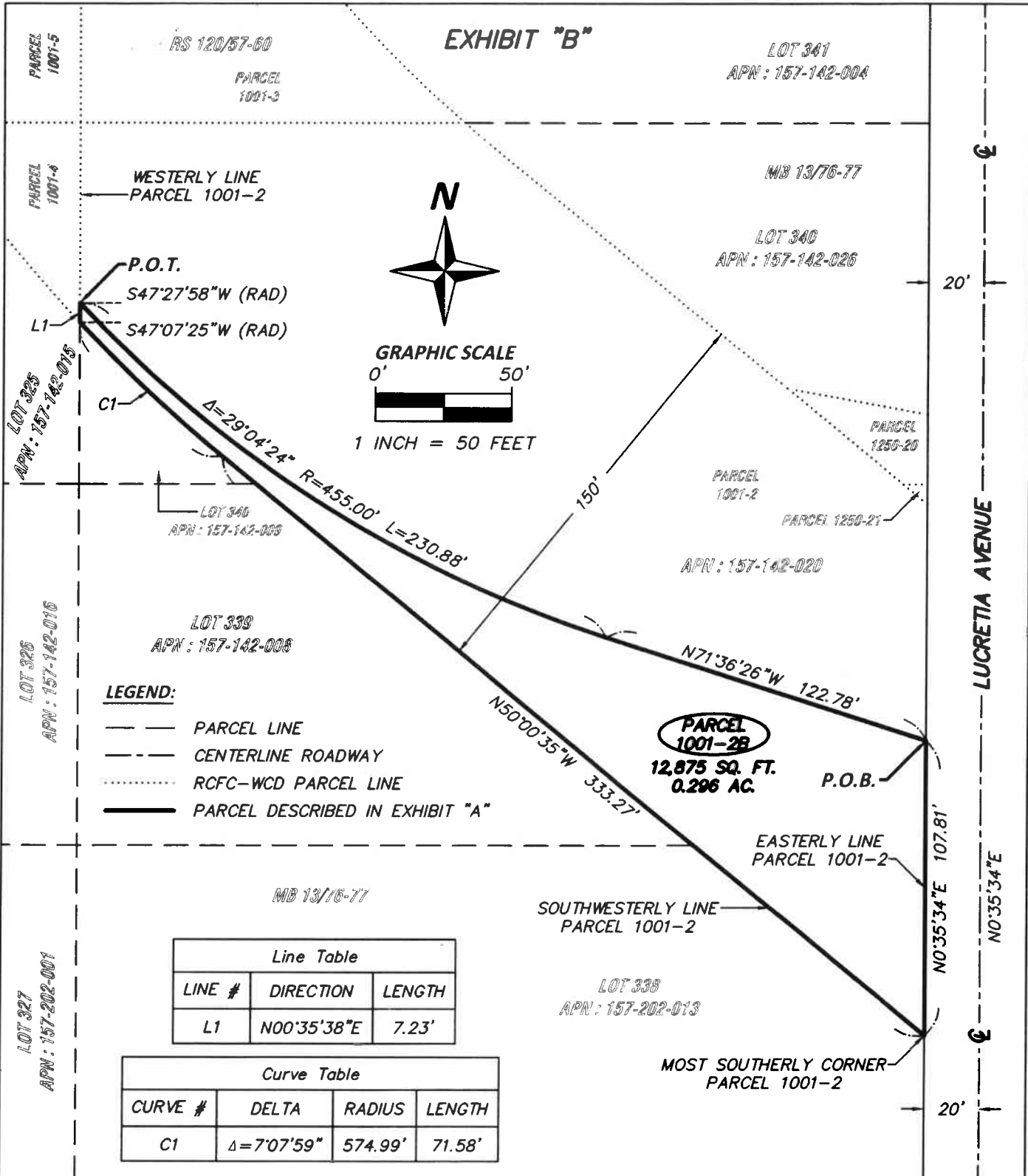
  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 4-12-22

EXHIBIT "B"

# EXHIBIT "B"



**LEGEND:**

- PARCEL LINE
- - - CENTERLINE ROADWAY
- ..... RCFC-WCD PARCEL LINE
- PARCEL DESCRIBED IN EXHIBIT "A"

| Line Table |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N00°35'38"E | 7.23'  |

| Curve Table |                             |         |        |
|-------------|-----------------------------|---------|--------|
| CURVE #     | DELTA                       | RADIUS  | LENGTH |
| C1          | $\Delta = 7^{\circ}07'59''$ | 574.99' | 71.58' |

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
 1995 MARKET STREET, RIVERSIDE, CA. 92501

|                            |                          |              |             |
|----------------------------|--------------------------|--------------|-------------|
| PROJECT NAME:              | <b>DAY CREEK CHANNEL</b> | SCALE 1"=50' | DRAWN BY SB |
| RCFC-WCD PARCEL NUMBER(S): | <b>1001-2B</b>           | DATE 4/12/22 | CHECK BY DC |
| RCFC-WCD PROJECT NUMBER:   | <b>1-0-00250</b>         | SHEET NO.    | 1 OF 1      |

# EXHIBIT "C"



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: Day Creek Channel  
Project No. 1-0-00250  
RCFC Parcel 1001-2B

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
**The undersigned grantor(s) declare(s)**  
DOCUMENTARY TRANSFER TAX \$\_\_\_\_\_

## GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, ("District") does hereby grant to **RODOLFO VEGA AND SYLVIA VEGA, husband and wife as joint tenants**, any and all interests the District has in the real property in the city of Jurupa Valley, County of Riverside, State of California, as described in Exhibit "A" and depicted 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: \_\_\_\_\_

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

ATTEST:

KECIA R. HARPER  
Clerk of the Board of Supervisors

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

(Notary Attached)

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 \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Board Assistant, personally appeared \_\_\_\_\_, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in her authorized capacity, and that by her 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

(Seal)

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: Day Creek Channel  
Project No. 1-0-00250  
RCFC Parcel 1001-2B

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
The undersigned grantor(s) declare(s)  
DOCUMENTARY TRANSFER TAX \$\_\_\_\_

### GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, ("District") does hereby grant to **RODOLFO VEGA AND SYLVIA VEGA, husband and wife as joint tenants**, any and all interests the District has in the real property in the city of Jurupa Valley, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

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

Date:     AUG 30 2022    

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

ATTEST:

KECIA R. HARPER  
Clerk of the Board of Supervisors

By:     [Signature]      
Deputy

FORM APPROVED COUNTY COUNSEL  
BY     [Signature]     8/11/22  
RYAN D YABKO DATE

(Notary Attached)

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 August 30, 2022, before me, Priscilla Rasso, Board Assistant, personally appeared Karen Spiegel, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in her authorized capacity, and that by her 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: Priscilla Rasso  
Deputy

(Seal)

# EXHIBIT "A"



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

DAY CREEK CHANNEL

Parcel No. 1001-2B

APN: 157-142-020

In the City of Jurupa Valley, County of Riverside, State of California, being all that portion of Parcel 1001-2 as shown on that Record of Survey filed in Book 120, Pages 57 through 60, inclusive, of Records of Survey, records of said county, lying southerly and southwesterly of the following described line:

**Beginning** at a point on the easterly line of said Parcel 1001-2 lying 107.81 feet northerly of the most southerly corner of said Parcel 1001-2;

Thence North  $71^{\circ}36'26''$  West 122.78 feet to a curve concave northeasterly having a radius of 455.00 feet;

Thence Northwesterly along said curve 230.88 feet through a central angle of  $29^{\circ}04'24''$  to the westerly line of said Parcel 1001-2 being the **Point of Terminus**.

Containing 12,875 square feet / 0.296 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99998991.

See Exhibit "B" attached hereto and made a part hereof.



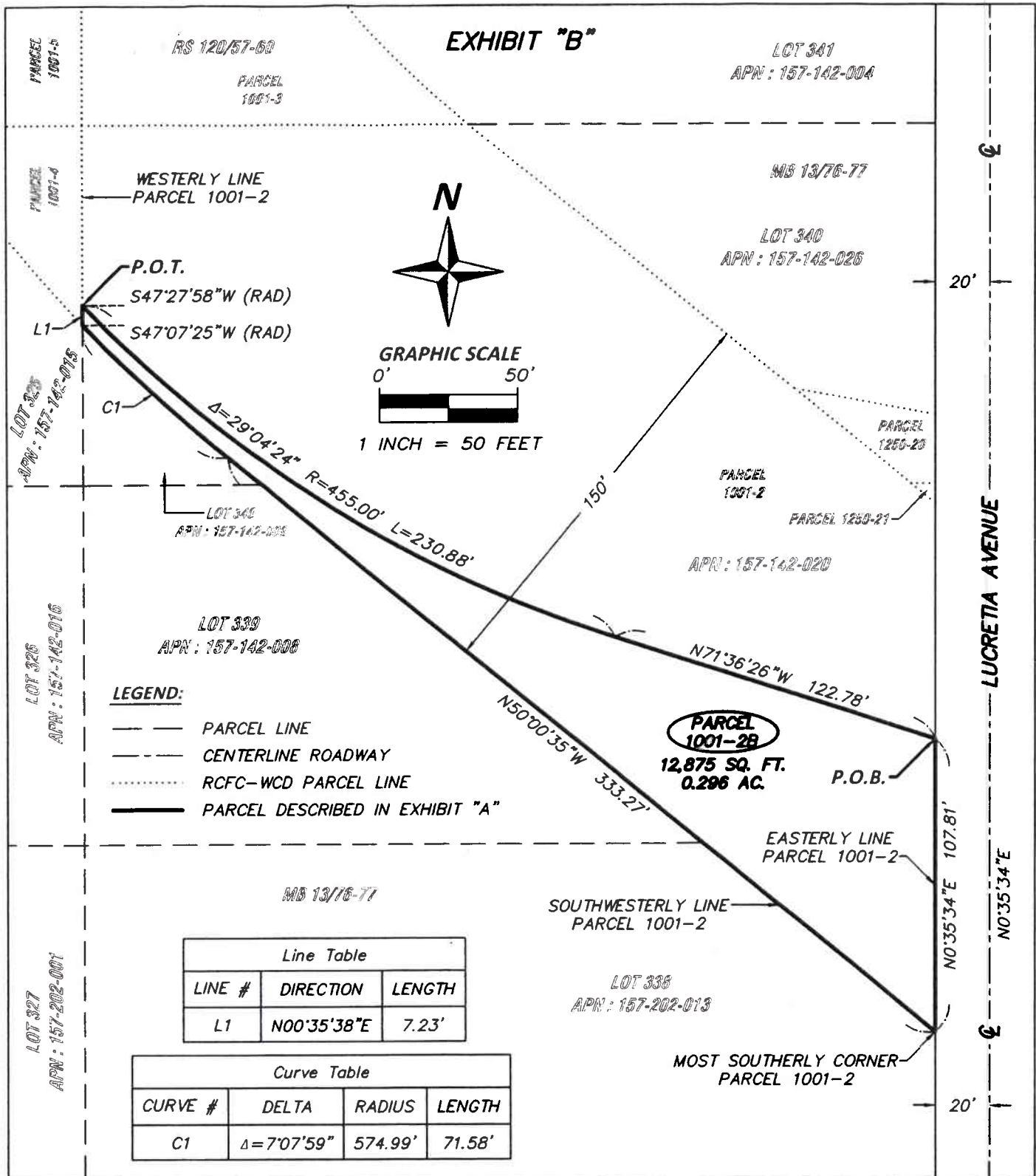
  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 4-12-22

# EXHIBIT "B"

# EXHIBIT "B"



**LEGEND:**

- PARCEL LINE
- - - CENTERLINE ROADWAY
- ..... RCFC-WCD PARCEL LINE
- PARCEL DESCRIBED IN EXHIBIT "A"

| Line Table |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N00°35'38"E | 7.23'  |

| Curve Table |            |         |        |
|-------------|------------|---------|--------|
| CURVE #     | DELTA      | RADIUS  | LENGTH |
| C1          | Δ=7°07'59" | 574.99' | 71.58' |

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
 1995 MARKET STREET, RIVERSIDE, CA. 92501

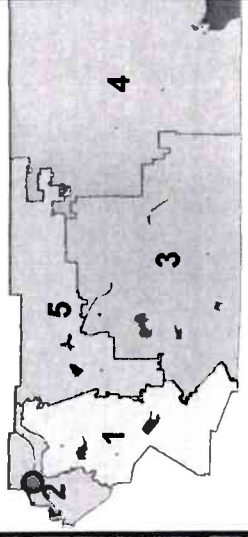
|                            |                          |                  |             |
|----------------------------|--------------------------|------------------|-------------|
| PROJECT NAME:              | <b>DAY CREEK CHANNEL</b> | SCALE 1"=50'     | DRAWN BY SB |
| RCFC-WCD PARCEL NUMBER(S): | <b>1001-2B</b>           | DATE 4/12/22     | CHECK BY DC |
| RCFC-WCD PROJECT NUMBER:   | <b>1-0-00250</b>         | SHEET NO. 1 OF 1 |             |





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

Subject Properties - Assessor's Parcel No. 157-142-020



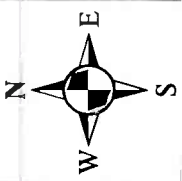
**Supervisor Districts**

**Legend**

-  SURPLUS
-  Assessor Parcels
-  Parcel Location

**Description**

Day Creek Channel  
 Surplus portion of  
 RCFC-WCD parcel 1001-2B



**Vicinity Map**

1 **BOARD OF SUPERVISORS**

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

4 RESOLUTION NO. F2022-26

5 AUTHORIZATION TO SELL FEE SIMPLE INTEREST IN DISTRICT-OWNED REAL  
6 PROPERTY LOCATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE,  
7 PORTION OF ASSESSOR'S PARCEL NUMBER 157-142-020, DAY CREEK CHANNEL, PROJECT  
8 NO. 1-0-00250; APPROVAL OF THE AGREEMENT FOR PURCHASE  
9 AND SALE OF REAL PROPERTY TO RODOLFO VEGA AND SYLVIA VEGA,  
10 HUSBAND AND WIFE AS JOINT TENANTS

11 **WHEREAS**, the Riverside County Flood Control and Water Conservation District, a body  
12 corporate and politic ("District"), owns certain real property located in the city of Jurupa Valley, County of  
13 Riverside, State of California, identified as Assessor's Parcel Number ("APN") 157-142-020, RCFC Parcel  
14 1001-2B ("Property"); and


15 **WHEREAS**, the Property consists of approximately .30 acres (12,875 square feet) of vacant land  
16 and is a portion of the Day Creek Channel, legally described in Exhibit "A" and depicted in Exhibit "B",  
17 attached hereto and made a part of hereof; and

18 **WHEREAS**, on July 12, 2022, the District's Board of Supervisors ("Board") approved Resolution  
19 No. F2022-18 providing notice of intent to sell the District's fee interest to Rodolfo Vega and Sylvia Vega,  
20 husband and wife as joint tenants ("Adjacent Owner"), and simultaneously declaring the Property exempt  
21 surplus land pursuant to California Government Code Section 54221(f)(1)(E) because surplus land that is  
22 former right of way may be conveyed to an owner of adjacent property; and

23 **WHEREAS**, the District desires to sell the fee interest in the Property to the Adjacent Owner, and  
24 the Adjacent Owner desires to purchase the fee interest in the Property from the District and enter into that  
25 certain Agreement for Purchase and Sale of Real Property ("Agreement"); and

26 **WHEREAS**, the District has negotiated with the Adjacent Owner the purchase price of \$34,600  
27 (Thirty-Four Thousand Six Hundred Dollars) to include the fee interest; and

28 **WHEREAS**, 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

FORM APPROVED COUNTY COUNSEL  
BY:  RYAN D. YABKO  
DATE: 8/11/22

AUG 30 2022 11.8



1 lease or dispose of real, personal, or mixed property of every kind within or without the District necessary  
2 or convenient to the full exercise of its powers, and to lease its property to public agencies, or to grant any  
3 interest therein to public agencies, which lease or grant does not interfere with the use of the property for  
4 the purposes of the District, and District staff has evaluated and determined that the conveyance of the fee  
5 interest to the Adjacent Owner will not interfere with the use of Property for the intended purposes of the  
6 District; and

7       **WHEREAS**, Pursuant to the California Water Code Appendix, Chapter 48, Section 13, the District's  
8 Board has the power to hold, use, acquire, manage, occupy and possess any real property and may determine  
9 by resolution duly entered in its minutes that any property, real, personal or mixed, held by the District is  
10 no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise  
11 dispose of said property; and

12       **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA"), the sale of each  
13 remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA  
14 under CEQA Guidelines Section 15312, Surplus Government Property Sales, because the proposed action  
15 is the sale of exempt surplus remnant parcels of real property that is not located in an area of statewide,  
16 regional or areawide concern as identified in Section 15206(b)(4) is no longer needed for the use by or  
17 purposes of the District, does not have significant values for wildlife habitat or other environmental  
18 purposes, and the use of the property and adjacent property has not changed since the time of acquisition  
19 by the District; and

20       **WHEREAS**, the sale of the Property is also exempt under Section 15061(b)(3), the Common Sense  
21 exemption, as it can be seen with certainty that the project will not have a significant effect on the  
22 environment because it is merely the transfer of title to real property of vacant land and does not involve  
23 construction activities or an increase in the intensity of use of the site.

24       **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by vote of the  
25 District's Board in regular session assembled on August 30, 2022, in the meeting room of the Board located  
26 on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, at 9:30  
27 a.m. or soon thereafter, this Board finds the project to be categorically exempt from CEQA under CEQA  
28 Guidelines Section 15312, Surplus Government Property Sales, and exempt under Section 15061(b)(3), the

1 "Common Sense" exemption, because the Property does not have significant values for wildlife habitat or  
2 other environmental purposes. The use of the Property has not changed since the time of acquisition by the  
3 District, and the sale of the Property will not have a significant effect on the environment because the project  
4 is merely the transfer of the title to real property of vacant land and does not involve construction or an  
5 increase in the intensity of use of the site.

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

9 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of this Board that  
10 this Board authorizes the sale of the exempt Property, as more particularly described in Exhibits "A" and  
11 Exhibits "B", located in the city of Jurupa Valley.

12 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board approves the  
13 Agreement and authorizes the Chair of the District's Board to execute the Agreement and Grant Deed on  
14 behalf of the District.

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

18  
19 ROLL CALL:

20  
21 Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt  
22 Nays: None  
23 Absent: None  
24 Abstained: None

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

28  
Kecia R. Harper, Clerk of said Board

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

**EXHIBIT "A"**



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

DAY CREEK CHANNEL

**Parcel No. 1001-2B**

APN: 157-142-020

In the City of Jurupa Valley, County of Riverside, State of California, being all that portion of Parcel 1001-2 as shown on that Record of Survey filed in Book 120, Pages 57 through 60, inclusive, of Records of Survey, records of said county, lying southerly and southwesterly of the following described line:

**Beginning** at a point on the easterly line of said Parcel 1001-2 lying 107.81 feet northerly of the most southerly corner of said Parcel 1001-2;

Thence North  $71^{\circ}36'26''$  West 122.78 feet to a curve concave northeasterly having a radius of 455.00 feet;

Thence Northwesterly along said curve 230.88 feet through a central angle of  $29^{\circ}04'24''$  to the westerly line of said Parcel 1001-2 being the **Point of Terminus**.

Containing 12,875 square feet / 0.296 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99998991.

See Exhibit "B" attached hereto and made a part hereof.



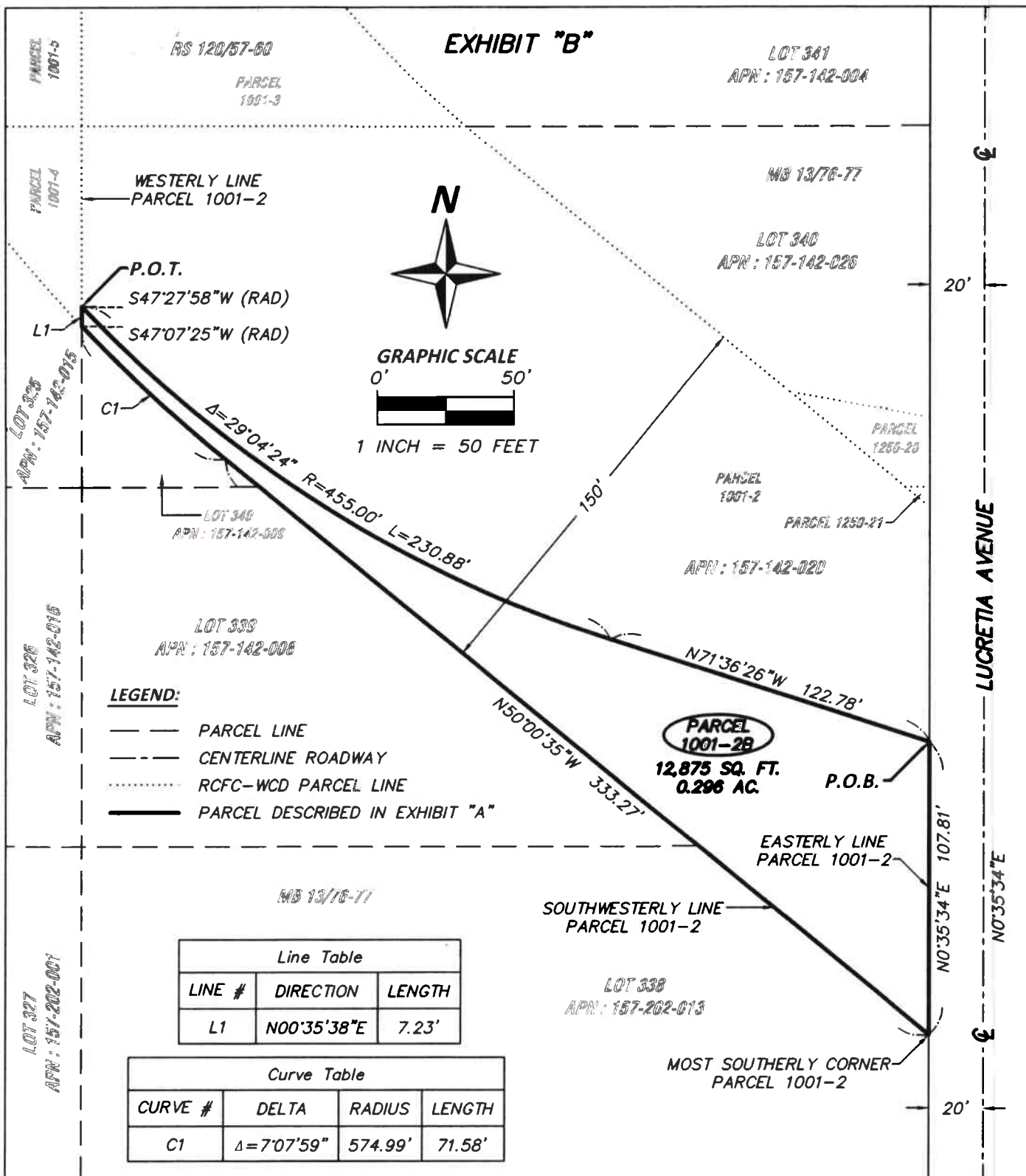
  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 4-12-22

**EXHIBIT "B"**

# EXHIBIT "B"



**LEGEND:**

- — — PARCEL LINE
- - - - CENTERLINE ROADWAY
- ..... RCFC-WCD PARCEL LINE
- PARCEL DESCRIBED IN EXHIBIT "A"

| Line Table |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N00°35'38"E | 7.23'  |

| Curve Table |            |         |        |
|-------------|------------|---------|--------|
| CURVE #     | DELTA      | RADIUS  | LENGTH |
| C1          | Δ=7°07'59" | 574.99' | 71.58' |

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
 1995 MARKET STREET, RIVERSIDE, CA. 92501

|                            |                          |                  |             |
|----------------------------|--------------------------|------------------|-------------|
| PROJECT NAME:              | <b>DAY CREEK CHANNEL</b> | SCALE 1"=50'     | DRAWN BY SB |
| RCFC-WCD PARCEL NUMBER(S): | <b>1001-2B</b>           | DATE 4/12/22     | CHECK BY DC |
| RCFC-WCD PROJECT NUMBER:   | <b>1-0-00250</b>         | SHEET NO. 1 OF 1 |             |