

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



ITEM: 3.13
(ID # 17049)

MEETING DATE:

Tuesday, October 04, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Adoption of Resolution No. 2022-079, Authorization to Convey Fee Simple Interest in Real Property in the Unincorporated Area of French Valley, County of Riverside, California, Assessor's Parcel Number 908-180-004 by Grant Deed to the Eastern Municipal Water District, CEQA Exempt, District 3. [\$19,500 - 100% Sale Proceeds] 4/5 vote (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or Common Sense exemption;
2. Adopt Resolution No. 2022-079, Authorization to Convey Fee Simple Interests in Real Property located in the Unincorporated Area, County of Riverside, identified with Assessor's Parcel Number 908-180-004 by Grant Deed to the Eastern Municipal Water District, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911;

Continued on page 2

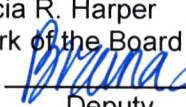
ACTION:Policy, 4/5 Vote Required


Rose Salgado, Director of Facilities Management 9/3/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 4, 2022
xc: FM, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions between the County of Riverside and the Eastern Municipal Water District and authorize the Chair of the Board to execute the Agreement on behalf of the County;
4. Authorize the Chair of the Board of Supervisors to execute the Grant Deed to complete the conveyance of real property and this transaction;
5. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction;
6. Ratify and authorize a reimbursement to Facilities Management Real Estate Division in an amount not to exceed \$19,500; and
7. Direct the Clerk of the Board to file the Notice of Exemption to the County Clerk for posting within five (5) working days of approval of this project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$19,500	\$0	\$19,500	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Sale Proceeds			Budget Adjustment:	No
			For Fiscal Year:	2022/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 30, 2022, the Board adopted Resolution No. 2022-078, Declaration of Exempt Surplus Land and Notice of Intention to Convey Fee Simple Interest in Real Property located in Unincorporated Area of French Valley, identified with Assessor's Parcel Number 908-180-004 by Grant Deed to the Eastern Municipal Water District, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911 (EMWD).

Pursuant to Government Code Section 25365, the County published a notice of intention to transfer that contained a description of the property proposed to be sold, the price, the buyer, and a statement of the time that the Board would meet to consider the transfer. Through this action, the County intends to convey fee simple Interest in Real Property located in the Unincorporated Area of French Valley, County of Riverside, Assessor's Parcel Number 908-180-004 (Property) by Grant Deed, to (EMWD).

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

The Property is vacant and situated adjacent to Winchester Road. For the County, this parcel is an unusable road remnant parcel. EMWD is currently pursuing the construction of a sewer line for the EMWD Sky Canyon Project (Project). The Project, as proposed, will provide additional sewer conveyance capacity to accommodate growth and development in the French Valley area. The Project includes approximately 6,700 linear feet of 36-inch diameter sewer along Winchester Road and Sky Canyon Drive.

The Property was recently appraised by an independent appraiser at a value of one hundred thirty-five thousand dollars (\$135,000). EMWD has agreed to pay this amount to the County to purchase the Property.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3), General Rule or Common Sense exemption.

Resolution No. 2022-079, the Agreement of Purchase and Sale and Joint Escrow Instructions, and the Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

The transfer of this Property will assist EMWD in their efforts to provide improved service to the citizens and businesses in the French Valley area of the County.

SUPPLEMENTAL:

Additional Fiscal Information

No net County cost will be incurred, and no budget adjustment is necessary, however the Facilities Management Real Estate Division has incurred costs associated with this transaction. Real Estate Division transactional costs in the approximate amount of nineteen thousand five hundred dollars (\$19,500) will be reimbursed from the sale proceeds. The balance of the sales proceeds will be deposited into Sub-Fund 11183.

Sales Price	\$ 135,000
Estimated Escrow and Title Charges	\$ 3,000
Advertising Costs	\$ 1,500
County Staff Time includes FM-RE, FM Environmental and County Counsel	\$ 15,000
Total Estimated Acquisition Costs:	\$ 19,500
Total Estimated Net Proceeds	\$ 115,500

ATTACHMENTS:

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

- Resolution 2022-079
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Grant Deed
- Notice of Exemption
- Aerial Map

CAO:sc/09132022/372FM/30.562



Meghan Hahn, Senior Management Analyst 9/22/2022



Aaron Gettis, Deputy County Counsel 9/14/2022

FORM APPROVED COUNTY COUNSEL
BY:  RYAN D. YABKO
DATE: 9/14/22

1 Board of Supervisors County of Riverside

2 Resolution No. 2022-079
3 Authorization to Convey Fee Simple Interest in
4 Real Property in the Unincorporated Area of French Valley,
5 County of Riverside, California, Assessor's Parcel Number 908-180-004
6 by Grant Deed to Eastern Municipal Water District
7

8 WHEREAS, the County of Riverside, a political subdivision of the State of
9 California ("County"), is the owner of certain real property in the Unincorporated Area of
10 French Valley, County of Riverside, State of California, identified as Assessor's Parcel
11 Number 908-180-004 (the "Property");

12 WHEREAS, the Property consisting of 3.195 acres was acquired by the County
13 of Riverside for the Winchester Road Project;

14 WHEREAS, the County deems the Property an uneconomical remnant, which is
15 no longer required for County uses or purposes;

16 WHEREAS, the County of Riverside desires to transfer the Property to the
17 Eastern Municipal Water District, a public agency organized and existing under and by
18 virtue of the Municipal Water District Law of 1911 ("EMWD"), for the consideration of
19 \$135,000 (One Hundred Thirty Five Thousand Dollars);

20 WHEREAS, EMWD and the County concur that it would be in both parties' best
21 interest to transfer ownership of the Property to EMWD;

22 WHEREAS, on August 30, 2022, the Board of Supervisors declared the
23 Property to be exempt surplus land pursuant to California Government Code Section
24 54221(f)(1)(D) and provided notice of intention to convey the Property to EMWD; and

25 WHEREAS, the County has reviewed and determined that the purchase of the
26 Property is categorically exempt from the California Environmental Quality Act
27 ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or
28 "Common Sense" Exemption; now, therefore,

OCT 04 2022 3.13

1 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the
2 Board of Supervisors of the County of Riverside ("Board"), in regular session
3 assembled on October 4, 2022, at 9:30 a.m. or soon thereafter, in the meeting room of
4 the Board of Supervisors located on the 1st floor of the County Administrative Center,
5 4080 Lemon Street, Riverside, California, based upon a review of the evidence and
6 information presented on the matter, as it relates to this acquisition, this Board:

7 1. Has determined that the proposed acquisition project is categorically
8 exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), General
9 Rule or "Common Sense" Exemption; and

10 2. Authorizes the conveyance to EMWD the following described real
11 property: Certain real property located in the Unincorporated Area of French Valley,
12 State of California, identified as Assessor's Parcel Number 908-180-004 by Grant
13 Deed, as more particularly described in Exhibit "A" and Exhibit "B", attached hereto and
14 thereby made a part hereof.

15 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board
16 hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions
17 between the County of Riverside and the Eastern Municipal Water District
18 ("Agreement") and authorizes the Chair of the Board of Supervisors of the County of
19 Riverside to execute the Agreement on behalf of the County.

20 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of
21 the Board of Supervisors of the County of Riverside is authorized to execute the Grant
22 Deed.

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director
24 of Facilities Management or designee, is authorized to execute any other documents
25 and administer all actions necessary to complete the conveyance of real property as it
26 relates to this transaction.

27 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
28 County's Department of Facilities Management-Real Estate Division be reimbursed for

1 all costs incurred relating to this transaction in an amount not to exceed nineteen
2 thousand five hundred dollars (\$19,500).

3 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of
4 the Board to submit the Notice of Exemption to the County Clerk for posting within five
5 (5) days of approval of this project.

6 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
7 Clerk of the Board of Supervisors has given notice hereof pursuant to California
8 Government Code Section 6061.

9

10 ROLL CALL:

11 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt

12 Nays: None

13 Absent: None

14

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

17

18 KECIA R. HARPER, Clerk of said Board

19

20 By: 
21 Deputy

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EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
FEE ACQUISITION**

WO: 19110

APN: 908-180-004

GRANTOR: COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION

LEGAL DESCRIPTION

BEING THAT PORTION OF THE NORTH 1320 FEET OF FRACTIONAL SECTION 13, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WINCHESTER ROAD, A 60-FOOT RIGHT-OF-WAY, AS CONDEMNED BY THE COUNTY OF RIVERSIDE BY DECREE RECORDED JUNE 1, 1933 IN BOOK 124 PAGE 560 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 13;

THENCE, ALONG THE EASTERLY LINE OF SAID FRACTIONAL SECTION 13, SOUTH 00° 00' 17" EAST, 219.73 FEET TO SAID SOUTHEASTERLY LINE OF WINCHESTER ROAD AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00° 00' 17" EAST, 1100.27 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 23851-1, AS SHOWN ON THE MAP RECORDED IN BOOK 154, PAGES 97 THROUGH 103, INCLUSIVE, OF PARCEL MAPS (NOW PARCEL 1 OF PARCEL MAP NO. 30017, AS SHOWN ON THE MAP RECORDED IN BOOK 200 PAGES 11 AND 12, OF PARCEL MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 89° 37' 20" WEST, 253.02 FEET TO SAID SOUTHEASTERLY LINE OF WINCHESTER ROAD;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 12° 55' 38" EAST, 1130.59 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3.195 ACRES, MORE OR LESS.

RESERVING AN EASEMENT TO THE PUBLIC FOR ROAD RIGHT-OF-WAY PURPOSES OVER THE NORTHWESTERLY 37.00 FEET OF THE HEREINABOVE DESCRIBED.


ALSO RESERVING AN EASEMENT TO THE PUBLIC, FOR TRANSPORTATION CORRIDOR PURPOSES, OVER THE SOUTHEASTERLY 25.00 FEET OF THE NORTHWESTERLY 62.00 FEET, OF THE HEREINABOVE DESCRIBED.

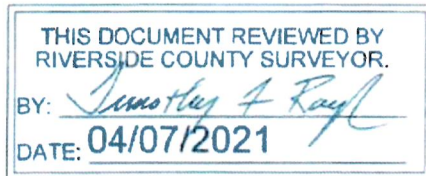
EXHIBIT "A"

APN: 908-180-004

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


THOMAS E. VERLOOP - L.S. 5348
DATE: 03/22/2021



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

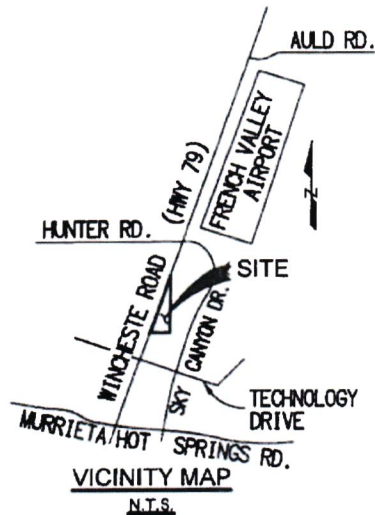
BY: *Thomas E. Verloop*
DATE: 04/07/2021

EXHIBIT "B"

100' 0' 200'



SCALE: 1"=200'



() - INDICATES RECORD DATA PER INST.
NO. 2000-087093 (03/09/2000)

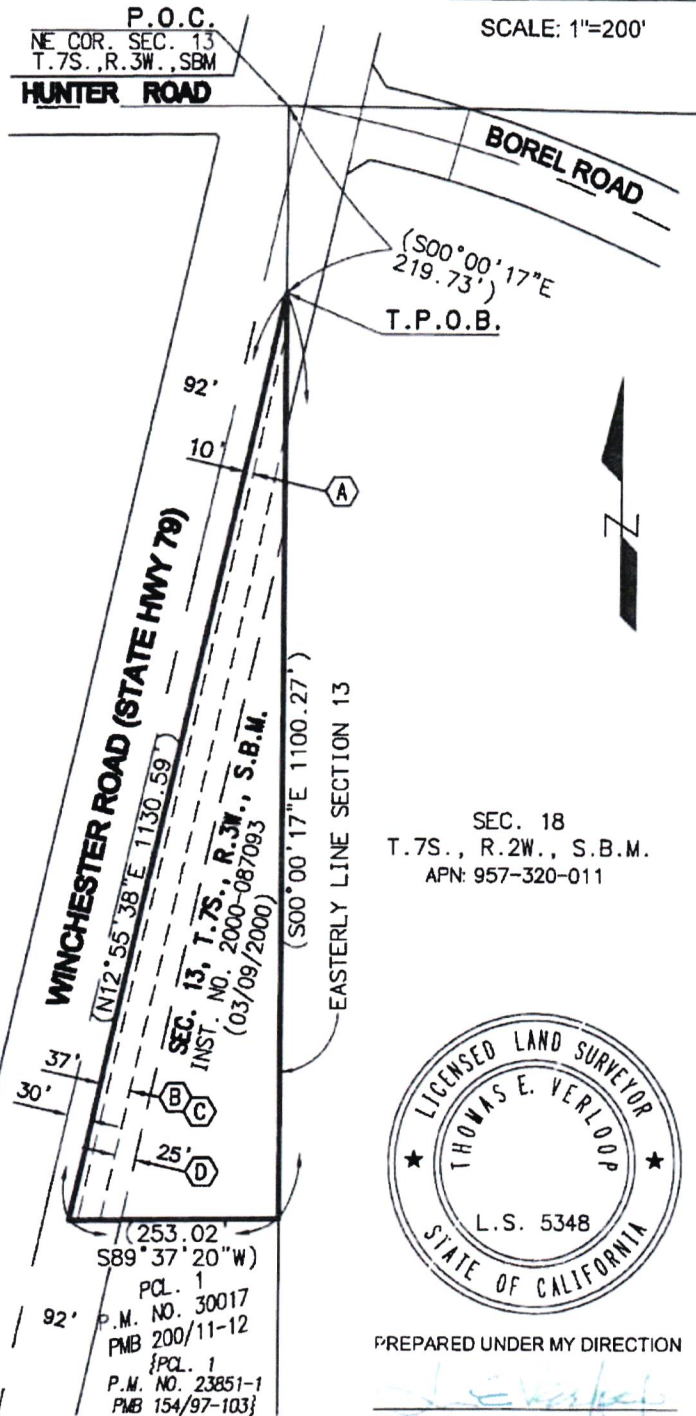
EASEMENT NOTES

- (A) EASEMENT TO CALIFORNIA WATER & TELEPHONE COMPANY PER BK 1277, PG 560 O.R. (06/08/1951)
- (B) EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 352379 O.R. (09/24/1990)
- (C) 37 FOOT STRIP FOR PUBLIC ROAD RIGHT-OF-WAY EASEMENT, RESERVED HEREON.
- (D) 25 FOOT STRIP FOR PUBLIC TRANSPORTATION CORRIDOR EASEMENT, RESERVED HEREON.

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE EAST LINE OF SECTION 13, T.7S., R.3W., S.B.M., BEARING N00°00'17"W, AS SHOWN ON PARCEL MAP NO. 23851-1, FILED IN BOOK 154, PAGES 97 THROUGH 103, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

INDICATES EASTERN MUNICIPAL WATER DISTRICT FEE ACQUISITION
3.195 ACRES ±



SEC. 18
T.7S., R.2W., S.B.M.
APN: 957-320-011



PREPARED UNDER MY DIRECTION

THOMAS E. VERLOOP - L.S. 5348

DATE: MARCH 22, 2021

SEC. 13, T.7S., R.3W., S.B.M.

APN: 908-180-004

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:		RA-
	APPROVALS		SCALE AS SHOWN	
GRANT DEED			DRAWN	T. VERLOOP
PROPERTY OF: COUNTY OR RIVERSIDE, A POLITICAL SUBDIVISION	ENGINEERING	REAL PROPERTY	DATE:	03/22/2021
				W.O. 19110
				SHT. 1 OF 1

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY

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

10/5/22
Date

PSS
Initial

NOTICE OF EXEMPTION

August 18, 2021

Project Name: Conveyance of French Valley Property to Eastern Municipal Water District

Project Number: FM0417200372

Project Location: East side of Winchester Road, approximately 240 feet south of Sky Canyon Drive, Assessor's Parcel Number (APN): 908-180-004

Description of Project: The County of Riverside (County) is the owner of property, identified by APN 908-180-004 (Property), which totals approximately 2.74 acres of land located on the east side of Winchester Road, approximately 240 feet south of Sky Canyon Drive, in unincorporated community of French Valley, California. Facilities Management, Real Estate (FM-RE) intends to convey fee simple interest in Real Property to the Eastern Municipal Water District (EMWD).

The subject property is vacant and situated adjacent to Winchester Road. For the County, this parcel is an unusable, remnant parcel. EMWD is in the midst of constructing a sewer line for the EMWD Sky Canyon Project (Project). The Project, as proposed, will provide additional sewer conveyance capacity to accommodate growth and development in the French Valley area. The Project includes approximately 6,700 linear feet of 36-inch diameter sewer along Winchester Road and Sky Canyon Drive.

The property was recently appraised by an independent Appraiser at a value of \$135,000. EMWD has agreed to pay this amount to the County to purchase the property. The conveyance of Property to the EMWD is identified as the proposed project under the California Environmental Quality Act (CEQA). The site will provide additional sewer conveyance capacity to the existing sewer infrastructure in the French Valley Area. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

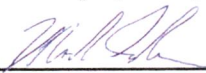
Exempt Status: State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

OCT 04 2022 3.13

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

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The conveyance of Property to the EMWD is an administrative function and would not result in direct effects. Indirect effects of the transfer would allow for additional development in the French Valley area, however, the details of any future development cannot be reasonably known at this time, which would allow for a meaningful analysis of potential effects. Additional development would be subject to additional CEQA review with the County of Riverside serving as the lead Agency. The conveyance itself would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:  Date: 8-18-2021
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Conveyance of French Valley Property to EMWD

Accounting String: 524830-47220-7200400000 - FM0417200372

DATE: August 18, 2021

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Craig Olsen, Supervising Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

.

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: August 18, 2021
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM0417200372**
Conveyance of French Valley Property to EMWD

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600

Attention: Mike Sullivan, Senior Environmental Planner,

Facilities Management,


3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA

FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202200978		
10/06/2022 03:39 PM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

August 18, 2021

Project Name: Conveyance of French Valley Property to Eastern Municipal Water District

Project Number: FM0417200372

Project Location: East side of Winchester Road, approximately 240 feet south of Sky Canyon Drive, Assessor's Parcel Number (APN): 908-180-004

Description of Project: The County of Riverside (County) is the owner of property, identified by APN 908-180-004 (Property), which totals approximately 2.74 acres of land located on the east side of Winchester Road, approximately 240 feet south of Sky Canyon Drive, in unincorporated community of French Valley, California. Facilities Management, Real Estate (FM-RE) intends to convey fee simple interest in Real Property to the Eastern Municipal Water District (EMWD).

The subject property is vacant and situated adjacent to Winchester Road. For the County, this parcel is an unusable, remnant parcel. EMWD is in the midst of constructing a sewer line for the EMWD Sky Canyon Project (Project). The Project, as proposed, will provide additional sewer conveyance capacity to accommodate growth and development in the French Valley area. The Project includes approximately 6,700 linear feet of 36-inch diameter sewer along Winchester Road and Sky Canyon Drive.

The property was recently appraised by an independent Appraiser at a value of \$135,000. EMWD has agreed to pay this amount to the County to purchase the property. The conveyance of Property to the EMWD is identified as the proposed project under the California Environmental Quality Act (CEQA). The site will provide additional sewer conveyance capacity to the existing sewer infrastructure in the French Valley Area. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

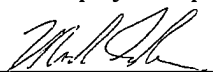
Exempt Status: State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

OCT 04 2022 3.13

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

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

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

Signed:  Date: 8-18-2021
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

COPY

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Eastern Municipal Water District
2270 Trumble Road
P.O. Box 8300
Perris, CA 92572

FREE RECORDING
This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

CAO:sc/08222022/372FM/30.827

(Space above this line reserved for Recorder's use)

PROJECT: Sky Canyon Sewer Project Acquisition
APNs: 908-180-004

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned
GRANTOR,

COUNTY OF RIVERSIDE, a political subdivision of the State of California,

hereby GRANTS to GRANTEE,

**EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and
existing under and by virtue of the Municipal Water District Law of 1911,**

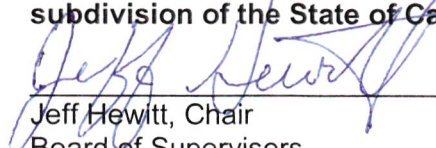
the fee simple interest in real property in the County of Riverside, State of California, as more
particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

THIS GRANT DEED IS EXECUTED by Grantor on the date indicated below.

Dated: 10/4/22

Grantor:

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**


Jeff Hewitt, Chair
Board of Supervisors



ATTEST:
Kecia R. Harper
Clerk of the Board

By: Bryana Smith
Deputy

FORM APPROVED COUNTY COUNSEL

BY: Ryan D. Yabko 9/14/22
DATE

OCT 04 2022 3.13

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by a Grant Deed dated from **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California, does hereby grant to **EASTERN MUNICIPAL WATER DISTRICT**, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Resolution No. 80 of the Board of Directors adopted on January 14, 1953, and the Grantee consents to the recordation thereof by its duly authorized officer or agent.

Dated: _____

EASTERN MUNICIPAL WATER DISTRICT,
a public agency organized and existing
under and by virtue of the Municipal
Water District Law of 1911


By: 
Sheila Zelaya, Board Secretary

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
FEE ACQUISITION**

WO: 19110

APN: 908-180-004

GRANTOR: COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION

LEGAL DESCRIPTION

BEING THAT PORTION OF THE NORTH 1320 FEET OF FRACTIONAL SECTION 13, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WINCHESTER ROAD, A 60-FOOT RIGHT-OF-WAY, AS CONDEMNED BY THE COUNTY OF RIVERSIDE BY DECREE RECORDED JUNE 1, 1933 IN BOOK 124 PAGE 560 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 13;

THENCE, ALONG THE EASTERLY LINE OF SAID FRACTIONAL SECTION 13, SOUTH 00° 00' 17" EAST, 219.73 FEET TO SAID SOUTHEASTERLY LINE OF WINCHESTER ROAD AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00° 00' 17" EAST, 1100.27 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 23851-1, AS SHOWN ON THE MAP RECORDED IN BOOK 154, PAGES 97 THROUGH 103, INCLUSIVE, OF PARCEL MAPS (NOW PARCEL 1 OF PARCEL MAP NO. 30017, AS SHOWN ON THE MAP RECORDED IN BOOK 200 PAGES 11 AND 12, OF PARCEL MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 89° 37' 20" WEST, 253.02 FEET TO SAID SOUTHEASTERLY LINE OF WINCHESTER ROAD;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 12° 55' 38" EAST, 1130.59 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3.195 ACRES, MORE OR LESS.

RESERVING AN EASEMENT TO THE PUBLIC FOR ROAD RIGHT-OF-WAY PURPOSES OVER THE NORTHWESTERLY 37.00 FEET OF THE HEREINABOVE DESCRIBED.


ALSO RESERVING AN EASEMENT TO THE PUBLIC, FOR TRANSPORTATION CORRIDOR PURPOSES, OVER THE SOUTHEASTERLY 25.00 FEET OF THE NORTHWESTERLY 62.00 FEET, OF THE HEREINABOVE DESCRIBED.

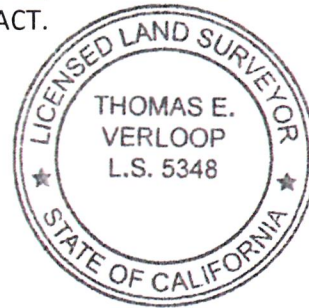
EXHIBIT "A"

APN: 908-180-004

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


THOMAS E. VERLOOP - L.S. 5348
DATE: 03/22/2021



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.	
BY:	
DATE:	<u>04/07/2021</u>

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY:

DATE: 04/07/2021

EXHIBIT "B"

100' 0' 200'



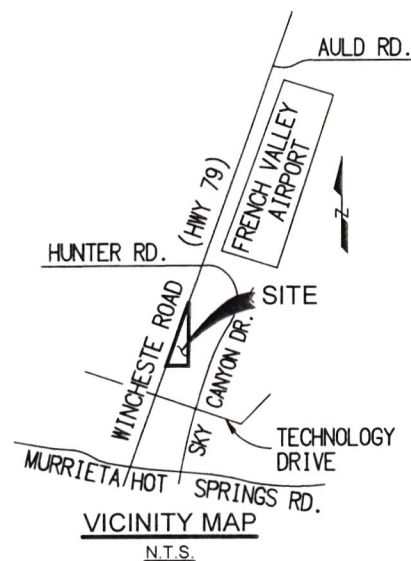
SCALE: 1"=200'

P.O.C.
NE COR. SEC. 13
T.7S., R.3W., SBM

HUNTER ROAD

BOREL ROAD

(S00°00'17"E
219.73')
T.P.O.B.



() - INDICATES RECORD DATA PER INST.
NO. 2000-087093 (03/09/2000)

EASEMENT NOTES

- (A) EASEMENT TO CALIFORNIA WATER & TELEPHONE COMPANY PER BK 1277, PG 560 O.R. (06/08/1951)
- (B) EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 352379 O.R. (09/24/1990)
- (C) 37 FOOT STRIP FOR PUBLIC ROAD RIGHT-OF-WAY EASEMENT, RESERVED HEREON.
- (D) 25 FOOT STRIP FOR PUBLIC TRANSPORTATION CORRIDOR EASEMENT, RESERVED HEREON.

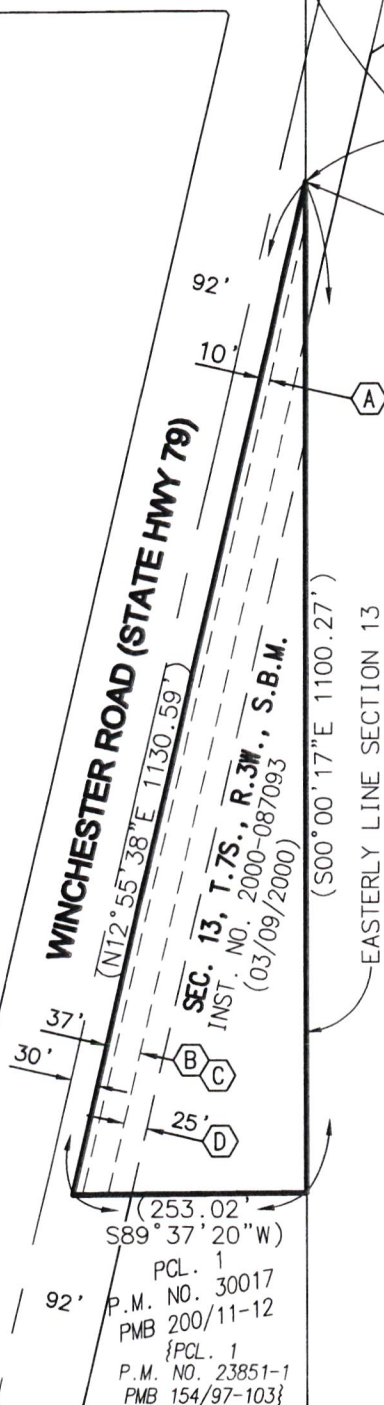
BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE EAST LINE OF SECTION 13, T.7S., R.3W., S.B.M., BEARING N00°00'17"W, AS SHOWN ON PARCEL MAP NO. 23851-1, FILED IN BOOK 154, PAGES 97 THROUGH 103, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



INDICATES EASTERN MUNICIPAL WATER DISTRICT FEE ACQUISITION
3.195 ACRES ±

APN: 908-180-004



SEC. 18
T.7S., R.2W., S.B.M.
APN: 957-320-011



PREPARED UNDER MY DIRECTION

THOMAS E. VERLOOP - L.S. 5348

DATE: MARCH 22, 2021

SEC. 13, T.7S., R.3W., S.B.M.

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.		DATE:		RA-
	APPROVALS		SCALE AS SHOWN		
GRANT DEED			DRAWN	T. VERLOOP	W.O. 19110
PROPERTY OF: COUNTY OR RIVERSIDE, A POLITICAL SUBDIVISION	ENGINEERING	REAL PROPERTY	DATE:	03/22/2021	SHT. <u>1</u> OF <u>1</u>

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

On October 4, 2022, before me, Breanna Smith, Board Assistant, personally appeared Jeff Hewitt, 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

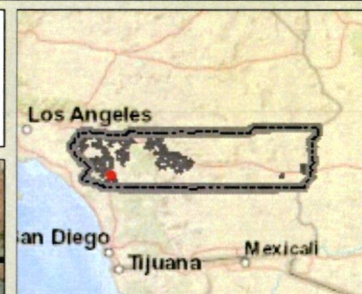
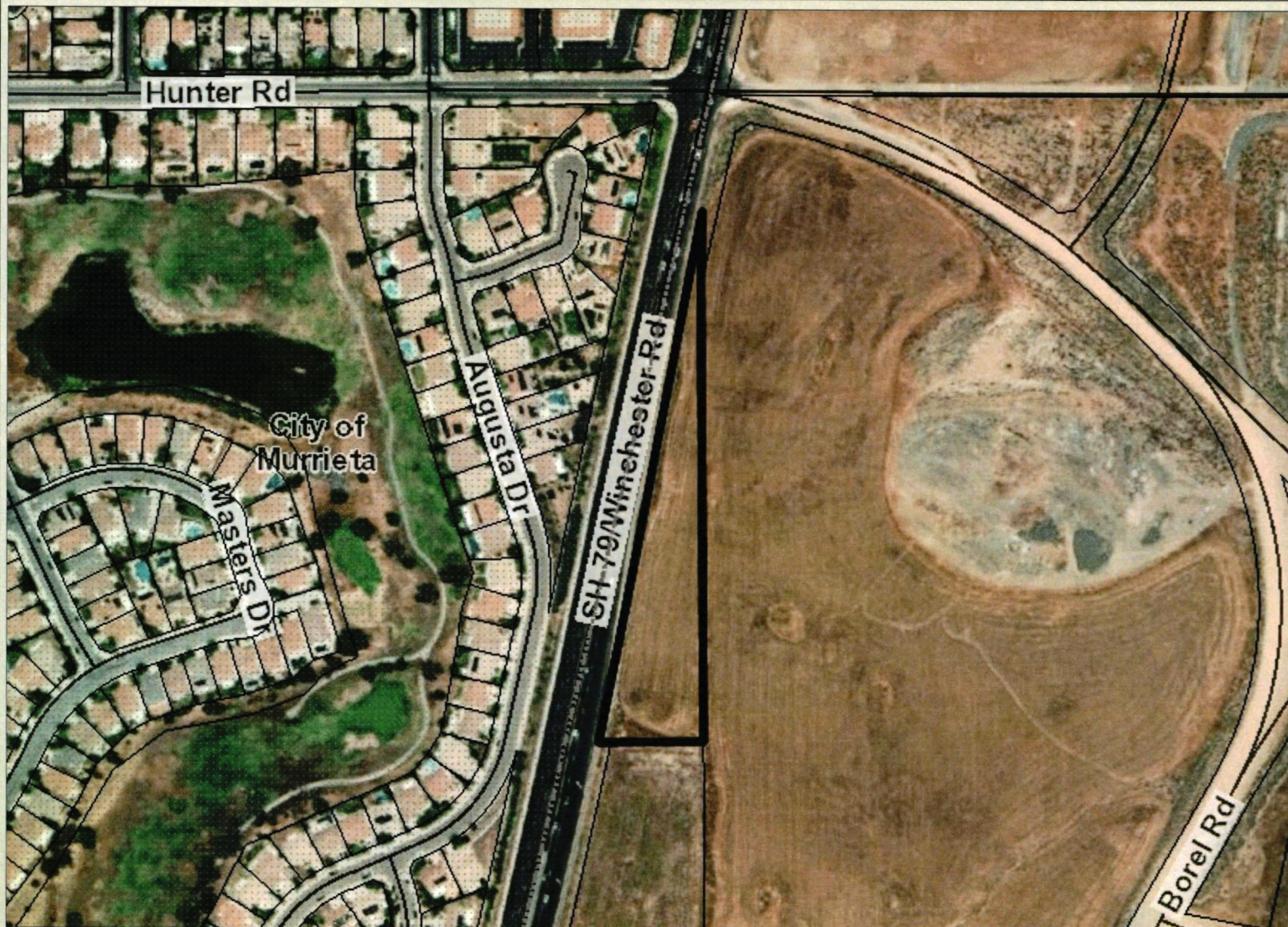
By:

Breanna Smith
Deputy Clerk

(SEAL)

Aerial Image

Assessor's Parcel Number: 908-180-004



Legend

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



0 376 752 Feet

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

REPORT PRINTED ON... 8/16/2021 4:53:46 PM

© Riverside County GIS

Notes

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

**THE COUNTY OF RIVERSIDE,
a political subdivision of the State of California**

AS SELLER

AND

**EASTERN MUNICIPAL WATER DISTRICT,
a public agency organized and existing under and
by virtue of the Municipal Water District Law of 1911**

AS BUYER

RELATING TO

**Assessor's Parcel Number 908-180-004
Unincorporated Riverside County, CA**

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911 ("Buyer") and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Seller"); sometimes collectively hereinafter referred to as the "Parties" or individually as a "Party".

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the date on which this Agreement is fully executed by Buyer and Seller as listed on the signature page of this Agreement;

(b) **Property:** Seller is the owner of certain real property located on Winchester Road, approximately 400 feet south of Borel Road, Unincorporated County of Riverside, State of California, consisting of approximately 3.195 acres of land, commonly known as Assessor's Parcel Number 908-180-004 which is more particularly described in Exhibit "A", attached hereto and incorporated herein ("Property");

(c) **Purchase Price:** The Purchase Price for the Property is One Hundred Thirty-Five Thousand Dollars (\$135,000.00);

(d) **Escrow Holder:** Generations Escrow at the address set forth in subparagraph (h) below. The escrow has been assigned to Tisha Monaco as the Escrow Officer;

(e) **Title Company:** Ticor Title Company / Galante Group at the address set forth in subparagraph (h) below, Joe Galante is assigned as the Title Officer;

(f) **Closing and Close of Escrow:** Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Paragraph 5.1) is recorded in the Official Records of the County of Riverside;

(g) **Closing Date:** The Closing Date shall be no later than thirty (30) calendar days after the date of approval of this Agreement by the Board of Supervisors for the County of Riverside, and Seller shall grant Buyer one 30-day extension to close Escrow, if requested by Buyer, or as otherwise agreed to by both Parties;

(h) **Notices:** Will be sent as follows:

If to Seller:

County of Riverside
Attn: Vincent Yzaguirre
3450 14th Street, Suite 200
Riverside, CA 92501
Telephone: (951) 955-9011

Email: vyzaguirre@rivco.org

If to Buyer:

Eastern Municipal Water District
Attn: Real Property Manager
2270 Trumble Road
P.O. Box 8300
Perris, CA 92572
Telephone: (951) 928-3777 x4479
Email: teaguech@emwd.org

If to Escrow Holder:

Generations Escrow
Attn: Tisha Monaco
Address: 30230 Haun Road
City: Menifee CA 92854
Telephone: 951-382-8000

Title Company: Ticor Title Co.
Address: 4210 Riverwalk Parkway, Suite 200
City: Riverside CA 92505
Telephone: 951-509-0211

- (i) **Exhibits:**
Exhibit A - Legal Description of Property
Exhibit B - Form of Grant Deed

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

Two (2) business days prior to the Close of Escrow, Buyer shall deposit an amount equal to the sum of the purchase price plus a good faith estimate of Buyer's share of all costs, and expenses under this Agreement with Escrow Holder, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by the Chair of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B," duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer.

5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price in accordance with Paragraph 3, above;
and

(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Paragraph 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and are reasonably required by Escrow Holder or otherwise required to close escrow. In addition, Seller and Buyer will designate the Title Company as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Condition of Title.** At the Close of Escrow, free and clear fee simple title to the Property will be conveyed to Buyer by the Seller by Grant Deed, subject only to the following matters ("**Permitted Exceptions**"):

(a) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement; and

(b) Matters affecting the condition of title to the Property created by or with the written consent of Buyer.

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. Buyer has obtained Preliminary Report # 140-1980663-32 dated November 30, 2018 for the Property prepared by Orange Coast Title Company together with copies of the exceptions to title described in the Preliminary Report.

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions.

(c) Delivery of Information. Within ten (10) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the

contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

The conditions set forth in this Paragraph 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items described in this Paragraph 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3 above; and

The conditions set forth in Paragraph 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer will have until the time period provided in this Agreement to approve or disapprove of the condition of the property. During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.** SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable notice before going on the Property.

8.1 Matters To Be Reviewed. Within thirty (30) days of the Effective Date, Buyer must complete its due diligence investigation of and approve each of the following matters with the cooperation of Seller:

(a) The physical condition of the Property, including without limitation, any structural components, mechanical system, electrical system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Material New Matters. If Buyer discovers any new matter prior to close of Escrow which was:

(a) Not disclosed by Seller prior to the Close of Escrow; or

(b) Not reasonably discoverable prior to the Effective Date and that matter is one which:

(i) would appear as an exception to the Title Policy; or

(ii) is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 15.2 below; and

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

(c) However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.3 Condition & Delivery of Premises. The property will be purchased subject to the conditions set forth in this Agreement, with free and clear title delivered by Seller.

9. **Conditions Precedent to Sellers Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Paragraphs 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. **Costs and Expenses.** Seller and Buyer shall deposit or provide for with Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

11.1 Seller will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) One half of the escrow and recording fees;
- (d) All costs associated with removing any debt or liens encumbering the Property, if applicable; and
- (e) Seller's share of prorations, if applicable;

11.2 Buyer will pay:

- (a) One half of the escrow and recording fees;
- (b) Sum difference in the amount between the CLTA policy and the ALTA Extended Owner's Policy and any title endorsements, if requested by the Buyer; and
- (c) Buyers share of prorations, if applicable.

12. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

12.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and Buyer pursuant to Paragraph 11 and disburse the balance of the Purchase Price to the Seller and (b) disburse any excess proceeds deposited by Buyer to Buyer.

12.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

12.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

12.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer any documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any documents (or copies thereof) deposited into Escrow by Buyer. Deliver a complete final closing packet including all fully executed documents and recorded documents, and a final settlement statement to Buyer and Seller.

13. **Joint Representations and Warranties.** In addition to any express agreements of the Parties contained herein, the following constitute representations and warranties of the Parties each to the other:

13.1 Each Party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.

13.2 All requisite action (corporate, trust, partnership or otherwise) has been taken by each Party in connection with entering into of this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other Party is required.

13.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers or trustees of each Party, if any, have the legal power, right, and actual authority to bind each Party to the terms and conditions of those documents.

13.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

13.5 At Closing, Seller shall convey the Property to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with section 7 above.

14. Indemnification.

14.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer, Eastern Municipal Water District, their respective directors, officers, elected and appointed officials, employees, agents and representatives harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

14.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller, County of Riverside, Board of Supervisors for the County of Riverside, County of Riverside Departments, and their respective officers, directors, and employees and their successors and assigns harmless for, from, and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes or action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

15. Hazardous Substances.

15.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substances" and "Environmental Matters". The term "Hazardous Substances" shall mean all substances, materials, wastes and emissions that are or become regulated as hazardous or toxic under applicable local, state, administrative agency or federal laws, statutes, rules, regulations, covenants, permits, decrees, licenses,

deed restrictions, ordinances or orders, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder. The term "Environmental Claim" means any claim, action, cause of action, or notice by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the manufacture, treatment, processing, distribution, use, transport, handling, deposit, storage, disposal, leaking or other presence, or release into the environment of any Hazardous Substances in, at, on, under, from or about the Property, or (ii) circumstances forming the basis of any violation or alleged violation of any federal, state, or local law, statute, rule, regulation, ordinance, or code, or any judicial or administrative interpretation thereof or requirement thereunder, relating to the regulation or protection of human health, safety, the environment and natural resources ("Environmental Laws"); and

(c) "Environmental Audit" means an environmental audit, review or testing of the Property performed by Buyer or, any third Party or consultant engaged by Buyer to conduct such study.

15.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Article 15, Buyer is acquiring the Property and every portion thereof **"AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS"** and in reliance upon its own Studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property.

15.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

15.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions;

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

16. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either FedEx or United Parcel Service to be delivered by overnight delivery. All notices sent by mail will be deemed received three (3) days after the date of mailing; and all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending Party receives a confirmation of actual delivery from the courier).

17. **Miscellaneous.**

17.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if the Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

17.2 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.

17.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party which will be extended by a period of time equal to the period of the delay.

17.4 Successors and Assigns. Neither Party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other Party.

17.5 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire understanding between the Parties and may not be modified except by an instrument in writing signed by the Party to be charged.

17.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

17.7 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

17.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

17.9 Survival. Sections 14, 15, 16 and 17 and any other provisions of this Agreement which by their terms require performance by either Party after the Close of Escrow shall survive the Close of Escrow, until the statute of limitations period has run for such claims.

17.10 Broker's Fees. EASTERN MUNICIPAL WATER DISTRICT is not represented by a real estate broker and does not request a commission be paid by SELLER.

17.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

[Signature Provisions on the Following Page]


THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year signed by the Board of Supervisors of the County of Riverside.

SELLER:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

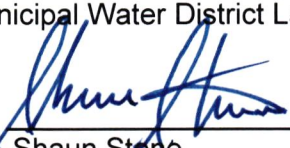
By:


Jeff Hewitt, Chair
Board of Supervisors

BUYER:

EASTERN MUNICIPAL WATER
DISTRICT, a public agency organized
and existing under and by virtue of the
Municipal Water District Law of 1911

By:


Shaun Stone
Senior Director of Engineering

ATTEST:

Kecia R. Harper
Clerk of the Board

By:


Breanna Smith
Deputy

APPROVED AS TO FORM:

~~Gregory P. Priamos~~
County Counsel

By:


Ryan Yabko
Deputy County Counsel

CAO:dr/04282021/372FM/30.514

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
FEE ACQUISITION**

WO: 19110

APN: 908-180-004

GRANTOR: COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION

LEGAL DESCRIPTION

BEING THAT PORTION OF THE NORTH 1320 FEET OF FRACTIONAL SECTION 13, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WINCHESTER ROAD, A 60-FOOT RIGHT-OF-WAY, AS CONDEMNED BY THE COUNTY OF RIVERSIDE BY DECREE RECORDED JUNE 1, 1933 IN BOOK 124 PAGE 560 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 13;

THENCE, ALONG THE EASTERLY LINE OF SAID FRACTIONAL SECTION 13, SOUTH 00° 00' 17" EAST, 219.73 FEET TO SAID SOUTHEASTERLY LINE OF WINCHESTER ROAD AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00° 00' 17" EAST, 1100.27 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 23851-1, AS SHOWN ON THE MAP RECORDED IN BOOK 154, PAGES 97 THROUGH 103, INCLUSIVE, OF PARCEL MAPS (NOW PARCEL 1 OF PARCEL MAP NO. 30017, AS SHOWN ON THE MAP RECORDED IN BOOK 200 PAGES 11 AND 12, OF PARCEL MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 89° 37' 20" WEST, 253.02 FEET TO SAID SOUTHEASTERLY LINE OF WINCHESTER ROAD;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 12° 55' 38" EAST, 1130.59 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3.195 ACRES, MORE OR LESS.

RESERVING AN EASEMENT TO THE PUBLIC FOR ROAD RIGHT-OF-WAY PURPOSES OVER THE NORTHWESTERLY 37.00 FEET OF THE HEREINABOVE DESCRIBED.


ALSO RESERVING AN EASEMENT TO THE PUBLIC, FOR TRANSPORTATION CORRIDOR PURPOSES, OVER THE SOUTHEASTERLY 25.00 FEET OF THE NORTHWESTERLY 62.00 FEET, OF THE HEREINABOVE DESCRIBED.

EXHIBIT "A"

APN: 908-180-004

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



THOMAS E. VERLOOP - L.S. 5348
DATE: 03/22/2021

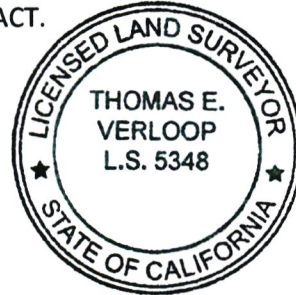


EXHIBIT B

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Eastern Municipal Water District
2270 Trumble Road
P.O. Box 8300
Perris, CA 92572

FREE RECORDING

This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: Sky Canyon Sewer Project Acquisition
APNs: 908-180-004

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned
GRANTOR,

COUNTY OF RIVERSIDE, a political subdivision of the State of California,

hereby GRANTS to GRANTEE,

**EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and
existing under and by virtue of the Municipal Water District Law of 1911,**

the fee simple interest in real property in the County of Riverside, State of California, as more
particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

THIS GRANT DEED IS EXECUTED by Grantor on the date indicated below.

Dated: _____

Grantor:

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

Jeff Hewitt, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
FEE ACQUISITION**

WO: 19110

APN: 908-180-004

GRANTOR: COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION

LEGAL DESCRIPTION

BEING THAT PORTION OF THE NORTH 1320 FEET OF FRACTIONAL SECTION 13, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WINCHESTER ROAD, A 60-FOOT RIGHT-OF-WAY, AS CONDEMNED BY THE COUNTY OF RIVERSIDE BY DECREE RECORDED JUNE 1, 1933 IN BOOK 124 PAGE 560 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 13;

THENCE, ALONG THE EASTERLY LINE OF SAID FRACTIONAL SECTION 13, SOUTH 00° 00' 17" EAST, 219.73 FEET TO SAID SOUTHEASTERLY LINE OF WINCHESTER ROAD AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00° 00' 17" EAST, 1100.27 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 23851-1, AS SHOWN ON THE MAP RECORDED IN BOOK 154, PAGES 97 THROUGH 103, INCLUSIVE, OF PARCEL MAPS (NOW PARCEL 1 OF PARCEL MAP NO. 30017, AS SHOWN ON THE MAP RECORDED IN BOOK 200 PAGES 11 AND 12, OF PARCEL MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 89° 37' 20" WEST, 253.02 FEET TO SAID SOUTHEASTERLY LINE OF WINCHESTER ROAD;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 12° 55' 38" EAST, 1130.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 3.195 ACRES, MORE OR LESS.

RESERVING AN EASEMENT TO THE PUBLIC FOR ROAD RIGHT-OF-WAY PURPOSES OVER THE NORTHWESTERLY 37.00 FEET OF THE HEREINABOVE DESCRIBED.


ALSO RESERVING AN EASEMENT TO THE PUBLIC, FOR TRANSPORTATION CORRIDOR PURPOSES, OVER THE SOUTHEASTERLY 25.00 FEET OF THE NORTHWESTERLY 62.00 FEET, OF THE HEREINABOVE DESCRIBED.

EXHIBIT "A"

APN: 908-180-004

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



THOMAS E. VERLOOP - L.S. 5348
DATE: 03/22/2021

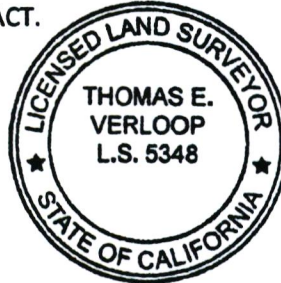
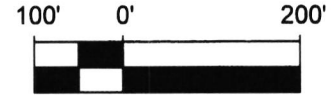
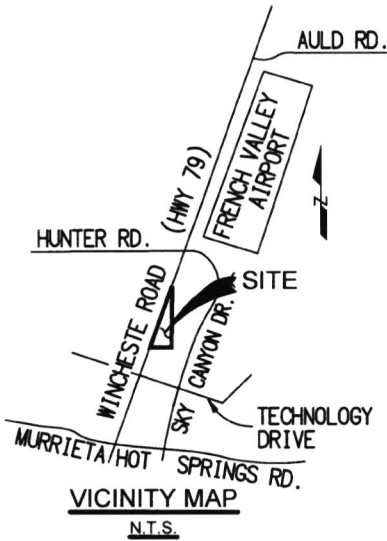


EXHIBIT "B"



SCALE: 1"=200'



() - INDICATES RECORD DATA PER INST. NO. 2000-087093 (03/09/2000)

EASEMENT NOTES

- (A) EASEMENT TO CALIFORNIA WATER & TELEPHONE COMPANY PER BK 1277, PG 560 O.R. (06/08/1951)
- (B) EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 352379 O.R. (09/24/1990)
- (C) 37 FOOT STRIP FOR PUBLIC ROAD RIGHT-OF-WAY EASEMENT, RESERVED HEREON.
- (D) 25 FOOT STRIP FOR PUBLIC TRANSPORTATION CORRIDOR EASEMENT, RESERVED HEREON.

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE EAST LINE OF SECTION 13, T.7S., R.3W., S.B.M., BEARING N00°00'17"W, AS SHOWN ON PARCEL MAP NO. 23851-1, FILED IN BOOK 154, PAGES 97 THROUGH 103, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

INDICATES EASTERN MUNICIPAL WATER DISTRICT FEE ACQUISITION 3.195 ACRES ±

P.O.C.
NE COR. SEC. 13
T.7S., R.3W., S.B.M.

HUNTER ROAD

BOREL ROAD

(S00°00'17"E
219.73')
T.P.O.B.

WINCHESTER ROAD (STATE HWY 79)

(N12°55'38"E 1130.59')
SEC. 13, T.7S., R.3W., S.B.M.
INST. NO. 2000-087093
(03/09/2000)

(S00°00'17"E 1100.27')
EASTERLY LINE SECTION 13

37'
30'
25'
(253.02'
S89°37'20"W)
PCL. 1
P.M. NO. 30017
PMB 200/11-12
{PCL. 1
P.M. NO. 23851-1
PMB 154/97-103}

SEC. 18
T.7S., R.2W., S.B.M.
APN: 957-320-011



PREPARED UNDER MY DIRECTION

Thomas E. Verloop
THOMAS E. VERLOOP - L.S. 5348

DATE: MARCH 22, 2021

SEC. 13, T.7S., R.3W., S.B.M.

APN: 908-180-004

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.		DATE:		RA-
	APPROVALS		SCALE AS SHOWN		
GRANT DEED PROPERTY OF: COUNTY OR RIVERSIDE, A POLITICAL SUBDIVISION			DRAWN	T. VERLOOP	W.O. 19110
	ENGINEERING	REAL PROPERTY	DATE:	03/22/2021	SHT. <u>1</u> OF <u>1</u>

PROPERTY OF: COUNTY OR RIVERSIDE, A POLITICAL SUBDIVISION