

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



ITEM: 11.6
(ID # 21356)

MEETING DATE:

Tuesday, March 28, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2023-08, Authorization to Purchase a Fee Simple Interest in Real Property from Robert Lee Kitchell, Trustee of the Angelina Caroline Kitchell Trust, Dated November 7, 1995, Located at 26678 Hostettler Road, in the Unincorporated Area Known as Corona, County of Riverside, State of California, Temescal Creek Floodplain Acquisition Project, Project Number 2-0-00052, Assessor's Parcel Number 394-020-008, Also Referred to as RCFC Parcel Number 2052-55, by Grant Deed, CEQA Exempt per State CEQA Guidelines Section 15325(a) and 15061(b)(3), District 2. [\$1,800,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the authorization to purchase a fee simple interest in real property is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15325(a) and (d), "Acquisition, sale, or transfer to preserve the existing natural conditions and prevent encroachment of development into the floodplain", and the purchase is also consistent with Section 15061(b)(3), the "Common Sense" exemption;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 3/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 28, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. F2023-08, Authorization to Purchase a Fee Simple Interest in Real Property ("Authorization") from Robert Lee Kitchell, Trustee of the Angelina Caroline Kitchell Trust, Dated November 7, 1995, Located at 26678 Hostettler Road, in the Unincorporated Area Known as Corona, County of Riverside, State of California, Temescal Creek Floodplain Acquisition Project, Project No. 2-0-00052, Assessor's Parcel Number 394-020-008, Also Referred to as RCFC Parcel No. 2052-55, by Grant Deed;
3. Approve the attached Agreement for Purchase and Sale of Real Property ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and Robert Lee Kitchell, Trustee of the Angelina Caroline Kitchell Trust, Dated November 7, 1995, and authorize the Chair of the District's Board of Supervisors to execute the Agreement on behalf of the District; and
4. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,800,000	\$0	\$1,800,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 25120-947420-540040 - Zone 2 Construction/Maintenance/Misc. Land			Budget Adjustment: No	
			For Fiscal Year: 2022/2023	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The subject property owned by Robert Lee Kitchell, Trustee of the Angelina Caroline Kitchell Trust, Dated November 7, 1995 ("Owner"), is located within the Temescal Creek Floodplain Acquisition Project ("Project") and is identified by Assessor's Parcel Number (APN) 394-020-008 ("Property"). The Property has been identified as a priority parcel as it is located within the Temescal Creek Floodplain area. The acquisition of the Property by the District will prevent development encroachment into the floodplain. No construction or future facilities are proposed.

Acquisition of the property has been negotiated with the Owner who is a willing seller. District staff recommends the approval of the Agreement negotiated with the Owner for the

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

settlement of One Million Eight Hundred Thousand Dollars (\$1,800,000). The Agreement covers the fee title interest that is described as APN 394-080-008. The Property area consists of approximately 526,471 square feet (12.08± acres). The consideration for the real property is determined reasonable as it is the current market value.

Pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board of Supervisors ("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.

Pursuant to the California Water Code Appendix, Ch. 48, Section 13, the District's Board is authorized to acquire property.

The Agreement and Resolution No. F2023-08 are approved as to form by County Counsel.

Environmental Findings

The Authorization is exempt from CEQA pursuant to CEQA Guidelines Section 15325 (Transfers of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources), (a) "Acquisition, sale, or other transfer of areas to preserve the existing natural conditions, including plant or animal habitats" and (d) "Acquisition, sale or other transfer to prevent encroachment of development into floodplains." Acquisition of the Property will preserve existing natural conditions and prevent encroachment of development into the floodplain.

Additionally, the Authorization is exempt from CEQA pursuant to Section 15061(b)(3) (Common Sense Exemptions), which provides "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Authorization to purchase a fee simple interest in real property does not sanction to any extent whatsoever actual physical development. Any future development of the property, if it occurs at all, is subject to CEQA review by the lead agency approving the project prior to construction. It can be seen with certainty that the acquisition of real property described in the Authorization will not have a significant effect on the environment and is exempt from CEQA.

ATTACHMENTS:

1. Resolution No. F2023-08

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

2. Agreement for Purchase and Sale of Real Property
3. Vicinity Map

MCR:amh
P8/249456



Jason Farin, Principal Management Analyst 3/20/2023



Aaron Gettis, Deputy County Counsel 3/15/2023

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2023-09

AUTHORIZATION TO PURCHASE A FEE SIMPLE INTEREST IN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY (COMMONLY REFERRED TO AS WOODCREST-RINEHART ESTATES), STATE OF CALIFORNIA, WOODCREST-RINEHART ESTATES DRAINAGE PLAN, PROJECT NUMBER 2-0-00406, ASSESSOR'S PARCEL NUMBER 266-211-004, HEREIN REFERRED TO AS RCFC PARCEL NUMBER 2406-2, FROM LAURA FRASCO BY GRANT DEED

WHEREAS, Laura Frasco, a single woman, ("Seller") is the owner of certain real property located in the unincorporated area of Riverside County, commonly referred to as Woodcrest-Rinehart Estates, State of California, commonly identified with Assessor's Parcel Number ("APN") 266-211-004, herein referred to as RCFC Parcel No. 2406-2 ("Property"); and

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("District") desires to acquire from the Seller and the Seller desires to sell to the District the Property pursuant to the terms of the negotiated Agreement for Purchase and Sale of Real Property ("Agreement"); and

WHEREAS, the Woodcrest-Rinehart Estates Drainage Plan floodplain is often subject to flooding during significant storm events and erosion is occurring, and the acquisition of the Property by the District will prevent development encroachment into the floodplain and no future facilities are proposed at this time; and

WHEREAS, Pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board of Supervisors ("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; and

FORM APPROVED BY COUNTY COUNSEL
BY Ryan D Yabko 3/15/23 DATE

MAR 28 2023 118

1 **WHEREAS**, pursuant to the California Water Code Appendix, Ch. 48, Section 13, the
2 District's Board is authorized to acquire property; and

3 **WHEREAS**, the authorization is exempt from the California Environmental Quality Act
4 ("CEQA") pursuant to CEQA Guidelines Section 15325(d) (Transfers of Ownership in Land to
5 Preserve Existing Natural Conditions and Historical Resources), "Acquisition, sale or other
6 transfer to prevent encroachment of development into floodplains." Acquisition of the Property
7 will preserve existing natural conditions and prevent encroachment of development into the
8 floodplain; and

9 **WHEREAS**, the authorization is exempt from CEQA pursuant to Section 15061(b)(3), the
10 "Common Sense" exemption, which provides "The activity is covered by the common-sense
11 exemption that CEQA applies only to projects which have the potential for causing a significant
12 effect on the environment. Where it can be seen with certainty that there is no possibility that the
13 activity in question may have a significant effect on the environment, the activity is not subject to
14 CEQA." The authorization to purchase a fee simple interest in real property does not sanction to
15 any extent whatsoever actual physical development. Any future development of the Property, if it
16 occurs at all, is subject to CEQA review by the lead agency approving the project prior to
17 construction. It can be seen with certainty that the acquisition of real property described in the
18 authorization will not have a significant effect on the environment and is exempt from CEQA.

19 **NOW, THEREFORE, BE IT RESOLVED, DETERMined AND ORDERED** by vote
20 of the District's Board, in regular session assembled on March 28, 2023, in the meeting room of
21 the Board located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
22 Riverside, California, that this Board, based upon the evidence and testimony presented on the
23 matter, both written and oral, as it relates to this acquisition, has determined the following:

- 24 1. The proposed purchase of a fee simple interest in real property is exempt from
25 CEQA pursuant to CEQA Guidelines Section 15325(d) (Transfers of Ownership in
26

1 Land to Preserve Existing Natural Conditions and Historical Resources),
2 "Acquisition, sale or other transfer to prevent encroachment of development into
3 floodplains." Acquisition of the Property will, in fact, preserve existing natural
4 conditions and prevent encroachment of development into the floodplain.

5 2. The proposed purchase of a fee simple interest in real property is exempt from
6 CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense"
7 exemption, which provides "The activity is covered by the common-sense
8 exemption that CEQA applies only to projects which have the potential for causing
9 a significant effect on the environment."
10

11 3. Based upon the exemptions identified above, the District hereby concludes with
12 certainty that there is no possibility that the activity in question may have a
13 significant effect on the environment, and the activity is not subject to CEQA.

14 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
15 authorizes the purchase of fee simple interest in real property located in the unincorporated area,
16 commonly referred to as Woodcrest-Rinehart Estates, State of California, identified with APN
17 266-211-004 consisting of approximately 99,317 square feet (2.28 acres) of land, referred to as
18 RCFC Parcel No. 2406-2, described in Exhibit "A" attached hereto and by this reference
19 incorporated herein, in fee for a purchase price of Four Hundred Seventy-Five Thousand Dollars
20 (\$475,000) by Grant Deed.
21

22 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Agreement
23 between the District and Seller is hereby approved, and the Chair of the District's Board is
24 authorized to execute the same on behalf of the District.
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26 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of
27 the Board certify acceptance of any documents conveying the real property interest in favor of the
28 District to complete the purchase and for recordation.

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BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General

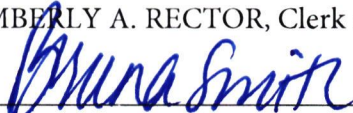
Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the real property and this transaction.

ROLL CALL:

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

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

KIMBERLY A. RECTOR, Clerk of said Board

By: 
Deputy

03.28.2023 11.8

EXHIBIT "A"

(APN: 266-211-004)

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THE NORTH HALF OF THE WEST HALF OF LOT 55 OF WOODCREST ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN DALLAS AVENUE AS ACCEPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE BY RESOLUTION #83-85 RECORDED MAY 2, 1983 AS INSTRUMENT NO. 83702, OFFICIAL RECORDS.

Project: Woodcrest – Rinehart Estates
Drainage Plan
Project No. 2-0-00406
RCFC Parcel No. 2406-2
APN 266-211-004

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 22nd day of February, 2023, by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "BUYER") and LAURA FRASCO, a single woman (hereinafter referred to as "SELLER") for acquisition by BUYER from SELLER of certain real property for the Woodcrest-Rinehart Estates Drainage Plan (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 real property located in the unincorporated area of Woodcrest-Rinehart Estates, County of Riverside, State of California, commonly known as Assessor's Parcel No. 266-211-004 consisting of approximately 99,317 square feet (2.28 acres) of land ("SELLER'S PROPERTY").
- B. SELLER desires to sell and BUYER desires to purchase the SELLER'S PROPERTY known as RCFC Parcel No. 2406-2 and as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the SELLER'S PROPERTY identified with Riverside County Assessor's Parcel No. 266-211-004.

- A. The fee interest which affects SELLER'S PROPERTY, known as RCFC Parcel No. 2406-2 will hereinafter be referred to as "PROPERTY".

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

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

- A. Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) ("Funds").

All payments specified in this Section 2 shall be made in legal tender, such that the Escrow Holder can disburse proceeds accrued to SELLER at the Close of Escrow.

3. PERMISSION TO ENTER ON SELLER'S PROPERTY. SELLER hereby grants to BUYER or its authorized agent's 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 written or oral notice 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 PROPERTY pursuant to this Section 3. If BUYER fails to acquire the PROPERTY due to BUYER's default, this agreement will terminate upon the termination of BUYER's right to purchase the PROPERTY. In such event, BUYER will remove or cause to be removed all of BUYER's personal PROPERTY, facilities, tools, and equipment from the PROPERTY. If BUYER does not remove all of BUYER's personal PROPERTY, facilities, tools, and equipment from the PROPERTY within ten (10) business days of the date that BUYER's agreement terminates under this Section, SELLER has the right to remove said personal PROPERTY, facilities, tools, and equipment from the PROPERTY. In the event BUYER fails to remove BUYER's personal PROPERTY, facilities, tools, and equipment from the PROPERTY after entering the PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
4. ESCROW. The Parties will establish an escrow at Lawyers Title Company ("Escrow Holder") to accommodate the transaction contemplated by this Agreement. If the Agent/Agency is unwilling or unable to perform, District shall designate another Escrow Agent/Agency. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The Parties shall open an escrow within ten (10) business days of the date on which this Agreement is fully executed by the Parties. Close of Escrow means the date on which the Grant Deed is recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than forty-five (45) days after the Opening of Escrow. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement. This Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
- A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the PROPERTY as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 5 and 10; (b) disburse the balance of the Purchase Price to SELLER and (c) disburse the balance of any excess proceeds deposited by BUYER to BUYER.
- B. Recording. Cause the Grant Deed in favor of BUYER in the form attached to this agreement as Exhibit "B" and by this reference incorporated herein and made a

part hereof. Grant Deed to be recorded in the Official Records of the County of Riverside and obtain a PDF (conformed copy) thereof for distribution to BUYER and SELLER.

- C. Title Policy. Direct the Title Company to issue a Title Policy for the fee interest of the PROPERTY to BUYER.
 - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
 - E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of or supplement to any instructions must be in writing.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Company (the "Escrow Holder") shall obtain and issue a preliminary title report for the fee interest of the PROPERTY. Escrow Holder will deliver the preliminary title report containing hyperlinks to all instruments identified as vesting and exceptions to BUYER and SELLER. Hyperlinks allow the BUYER and SELLER to access said instruments at their convenience. Escrow Holder will ensure BUYER's fee title to the PROPERTY, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of \$475,000.00 ("Title Policy"). The Title Policy provided for pursuant to this Section 5 will ensure BUYER's interest in the PROPERTY free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):
- A. The applicable zoning, building and development regulations of any municipality, county, state, or federal jurisdiction affecting the PROPERTY.
 - B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the preliminary title report and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER's best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept the PROPERTY subject to such exceptions or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER's fee interest in the PROPERTY will be free and clear of all monetary liens and monetary encumbrances, including any taxes.
 - C. Taxes: Current fiscal year, including personal PROPERTY tax, if any, and any

further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be current at the Close of Escrow.

- D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.

6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the SELLER's PROPERTY by BUYER, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all parties. Prior to the date that Close of Escrow occurs, SELLER may remove any or all Personal Property. SELLER shall not cause or create any conditions on the Property that would be deemed dangerous or create a risk of harm to any person. SELLER releases BUYER and BUYER shall not be responsible for any and all liability or claims associated in any way with the acts or omissions by SELLER, including, but not limited to, the resulting condition of the Property and any potential claims by any third parties for payment.

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

- A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the SELLER'S PROPERTY or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of SELLER's knowledge, there are no encroachments onto the PROPERTY by improvements on any adjoining PROPERTY, nor do any buildings or improvements on the PROPERTY encroach onto other PROPERTY.
- C. Until the Close of Escrow, SELLER shall maintain the PROPERTY in good condition and state of repair and maintenance and shall perform all its obligations under any service contracts or other contracts affecting the PROPERTY.
- D. SELLER has good and marketable title to the PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the PROPERTY owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the PROPERTY, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the PROPERTY. No assessment lien or bond encumbers the PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the PROPERTY and shall not do anything that would impair SELLER's title to any of the PROPERTY.
- E. To the best of SELLER's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the PROPERTY may be bound.

- F. SELLER represents and warrants that until the Close of Escrow SELLER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 7 not to be true as of closing, immediately give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about the PROPERTY or transport any Hazardous Materials to or from the PROPERTY and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about the PROPERTY prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) listed or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, (viii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).
- H. SELLER represents and warrants that the PROPERTY, to the best of SELLER's knowledge, complies with all applicable statutes and governmental regulations including environmental, health and safety requirements, without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal and other environmental matters, including, but not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation and Recovery, and Comprehensive Environmental Response, Compensation, and Liability Acts, and the California Environmental Quality Act, and the rules, regulations and ordinances of the city within which the PROPERTY is located, the California Department of Public Health, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all other applicable federal, state and local agencies and bureaus.
- I. This Agreement and the performance of SELLER's obligations under it and all documents executed by SELLER that are to be delivered to BUYER at the Close of Escrow are or on the Closing Date will be duly authorized, executed and

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

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

- A. BUYER has taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.
- B. BUYER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, which are or at the Closing Date will be legal, valid, and binding obligations of BUYER, and can consummate the transaction contemplated herein.

9. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
 - 1) SELLER shall convey to BUYER marketable title to the PROPERTY by execution and delivery with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "B" and referenced in Section 4.B.
 - 2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.
 - 3) The physical condition of the PROPERTY must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
 - 4) All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
 - 5) Such proof of SELLER's authority and authorization to enter and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

BUYER's Closing Conditions are solely for BUYER's benefit and any or all may be waived in writing by BUYER in whole or in part without prior notice.

B. SELLER's obligation to sell the PROPERTY is expressly conditioned on the fulfillment of each of the following conditions at or before the Closing:

- 1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
- 2) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

SELLER's Closing Conditions are solely for SELLER's benefit and any or all may be waived in writing by SELLER in whole or in part without prior notice.

C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the real PROPERTY interest, including but not limited to, any supplemental instructions required to complete the transaction.

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

A. SELLER shall pay or be charged:

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

B. BUYER shall pay or be charged:

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

C. Prorations. All receipts and disbursements of the PROPERTY will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the

Purchase Price will be adjusted on the following basis:

- 1) Tax Exempt Agency. All Parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real PROPERTY taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real PROPERTY taxes due prior to the Close of Escrow. In the event any real PROPERTY taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real PROPERTY taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the PROPERTY tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.
- 2) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the PROPERTY and, therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs.

All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

11. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.
12. INDEMNITY. SELLER agrees to indemnify, defend, and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of, or based on any breach of SELLER's representation, warranties or covenants provided in this Agreement. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from 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 the Close of Escrow. Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of this transaction.
13. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of BUYER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction,

including executing any other related escrow forms or documents to consummate the purchase.

- 14. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) seven (7) business days following deposit in the United States mail, postage prepaid, certified, or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective Party. The Parties agree, however, that if any Party gives notice in writing of a change of name or address to the other Party, notices to such Party shall thereafter be given as demanded in that notice:

SELLER Laura Frasco
 17225 Parsons Road
 Riverside, CA 92508
 (213) 864-4452

BUYER: Riverside County Flood Control
 and Water Conservation District
 Attention: Yolanda King Wilder
 Principle Real Property Agent
 1995 Market Street
 Riverside, CA 92501
 (951) 955-1304

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

ESCROW HOLDER: Lawyers Title Company
 Debbie Strickland
 3480 Vine Street, Suite 300
 Riverside, CA 92507
 (951) 248-0660

- 15. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.

- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the PROPERTY by delivering written notice thereof to the defaulting Party and to Escrow Holder, and if the BUYER is

the non-defaulting Party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting Party shall be without prejudice to the non-defaulting Party's rights and remedies at law or equity.

- C. Further Instructions. Each Party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned Parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation, or promise made by any such person who is not contained herein shall be valid or binding on SELLER or BUYER.
- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- H. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The Parties agree that each Party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this

Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law. Brokers. SELLER and BUYER each represent and warrant to one another that such Party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Close of Escrow, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the PROPERTY whether close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee, or commission or charge claimed to be due by SELLER's Broker or any arising from or by reason of SELLER's conduct with respect to this transaction. The provisions of this Section 15.L. shall survive Closing hereunder or termination of this Agreement.
- M. Attorneys' Fees. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party may be entitled to recover reasonable attorneys' fees from the other Party only if the prevailing Party has prevailed in a judgment by a court of competent jurisdiction.
- N. 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.

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

[Signatures on following page]

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

SELLER:

LAURA FRASCO,
a single woman


Date: 2-22-2023

By: 
LAURA FRASCO

BUYER:

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


Date: 3/28/23

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

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

ATTEST:

By: 
RYAN YABKO
Deputy County Counsel

By: 
KIMBERLY RECTOR
Clerk of the Board

Date: 3/15/23

Date: 3/28/23

Project: Woodcrest – Rinehart Estates
Drainage Plan
Project No. 2-0-00406
RCFC Parcel No. 2406-2
APN 266-211-002
YKW:amh
02/08/2023

MAR 28 2023 11.8

EXHIBIT "A"

(APN: 266-211-004)

THE NORTH HALF OF THE WEST HALF OF LOT 55 OF WOODCREST ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN DALLAS AVENUE AS ACCEPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE BY RESOLUTION #83-85 RECORDED MAY 2, 1983 AS INSTRUMENT NO. 83702, OFFICIAL RECORDS.

EXHIBIT "B"
GRANT DEED

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: Woodcrest – Rinehart Estates Drainage Plan
Project No. 2-0-00406
RCFC Parcel No. 2406-2
APN 266-211-004

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

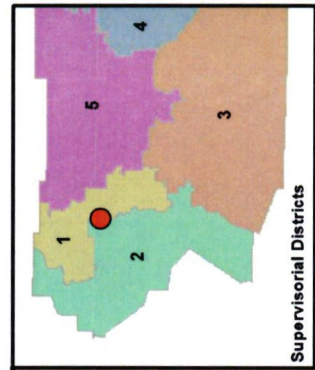
GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **LAURA FRASCO**, a single woman ("Grantor"), grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a **body corporate and politic** ("District"), the real property in the unincorporated area of Riverside County commonly referred to as Woodcrest – Rinehart Estates, State of California, as described in Exhibit "A", attached hereto and made a part hereof.

LAURA FRASCO,
a single woman

Date: _____

By: _____
LAURA FRASCO



Supervisorial Districts

Legend

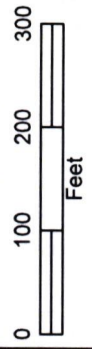
 Subject Property

Description

WOODCREST -
 RINEHEART ESTATES
 DRAINAGE PLAN
 Project No. 2-0-00406
 RCFC Parcel# 2406-02
 APN# 266-211-004

Map Revised: March 15, 2023

Vicinity Map



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
 Agreement for Purchase and Sale of Real Property
 Resolution No. F-2023-09



*Unincorporated
 Riverside County*

NEWMAN AVE

WOOD RD

DALLAS AVE

PARSONS RD