

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



ITEM: 11.8  
(ID # 21403)

**MEETING DATE:**  
Tuesday, March 28, 2023

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of 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, CEQA Exempt per State CEQA Guidelines Section 15325(d) and 15061(b)(3), District 2. [\$475,000 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 CEQA Guidelines Section 15325(d), "Acquisition, sale, or transfer to preserve the existing natural conditions and prevent encroachment of development into the floodplain," and 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

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**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. F2023-09, 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 (APN) 266-211-004, Herein Referred to as RCFC Parcel Number 2406-2 ("Property"), from Laura Frasco, a single woman ("Property Owner") by Grant Deed;
3. Approve the Agreement for Purchase and Sale of Real Property ("Agreement") between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), and Property Owner, and authorize the Chair of the District's Board of Supervisors ("Board") to execute the Agreement on behalf of the District; and
4. Authorize the General Manager-Chief Engineer or designee to execute any other related documents and administer all actions necessary to complete this transaction.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$475,000	\$0	\$475,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Construction/Maintenance/Misc. Land 25120-947420-540040- Zone 2			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2022/2023	

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

**BACKGROUND:**

**Summary**

The subject property identified as APN 266-211-004 ("Property") is vacant land owned by Laura Frasco, a single woman ("Property Owner"). The purpose of this transaction is to acquire the Property located within the Woodcrest-Rinehart Estates floodplain. 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 Property Owner, who is a willing seller. The District hired an appraiser, and District staff recommends the approval of the Purchase and Sale Agreement ("Agreement") with the Property Owner for the negotiated settlement amount or fair market value of Four Hundred Seventy-Five Thousand Dollars (\$475,000). The Agreement covers the fee title interest in the Property.

Pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board has the power to take by grant, purchase, gift, devise, lease, or otherwise, to hold, use, enjoy, and to lease or dispose of real, personal, or mixed property of every kind within or without the District necessary or convenient to the full exercise of its powers, and to lease its property to public

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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.

Resolution F2023-09 and the Agreement have been approved as to form by County Counsel.

**Environmental Findings**

The authorization to purchase the Property is exempt from CEQA pursuant to State CEQA Guidelines Section 15325(d) (Transfers of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources), "Acquisition, sale or other transfer to prevent encroachment of development into floodplains." Acquisition of the Property will, in fact, preserve existing natural conditions and prevent encroachment of development into the floodplain. Additionally, the authorization to purchase is exempt from CEQA pursuant to Section 15061(b)(3), the "Common Sense" exemption, 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 to purchase will not have a significant effect on the environment and is exempt from CEQA.

**ATTACHMENTS:**

1. Resolution No. F2023-09
2. Agreement for Purchase and Sale of Real Property
3. Vicinity Map

P8/249925  
YKW:rlp

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



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. F2023-08

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

**WHEREAS**, Robert Lee Kitchell, Trustee of the Angelina Caroline Kitchell Trust, Dated November 7, 1995 ("Seller"), is the owner of certain real property located at 26678 Hostettler Road, in the unincorporated area known as Corona, County of Riverside, State of California, commonly identified with Assessor's Parcel Number ("APN") 394-020-008 ("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") for One Million Eight Hundred Thousand Dollars (\$1,800,000.00); and

**WHEREAS**, the Property has been identified as a priority parcel as it is located within in the Temescal Creek Floodplain area; and

**WHEREAS**, the acquisition of the Property by the District will prevent development encroachment into the floodplain; and

**WHEREAS**, no construction or future facilities are proposed at this time, although the District may use the site in the future for flood control and/or water recharge improvements; 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

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

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1 agencies, which lease or grant does not interfere with the use of the property for the purposes of  
2 the District; and

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

5 **WHEREAS**, based on the review of the proposed purchase, it has been determined that  
6 the purchase qualifies for a "Class 25 Categorical" exemption pursuant to Sections 15325(a) and  
7 (d) of the California Environmental Quality Act ("CEQA") Guidelines because acquisition of the  
8 Property will preserve existing natural conditions and prevent encroachment of development into  
9 the floodplain; and

10 **WHEREAS**, in addition, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the  
11 "Common Sense" exemption, because it can be seen with certainty that there is no possibility that  
12 the purchase may have a significant effect on the environment as the District's Board is merely  
13 authorizing the purchase of fee simple interest in real property which will not result in any change  
14 to the environment; and

15 **WHEREAS**, furthermore, no improvements are being approved at this time, and any future  
16 use of the Property will undergo the appropriate CEQA review process.

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

- 22 1. The proposed purchase of a fee simple interest in real property is exempt from CEQA  
23 pursuant to Sections 15325(a), (d) of the CEQA Guidelines for "transfers of ownership  
24 of interest in land to preserve existing natural conditions and historical features,"  
25 because the District is merely purchasing interest in real property to preserve the  
26 existing natural conditions and prevent encroachment of development in the floodplain.
- 27 2. Furthermore, the proposed 526,471± square feet (12.08± acres) purchase of a fee  
28 simple interest in real property is exempt from CEQA pursuant to Section 15061(b)(3)

1 of the CEQA Guidelines, the "Common Sense" exemption, because it can be seen with  
2 certainty that there is no possibility that the activity will have a significant effect on the  
3 environment; the purchase of a fee simple interest in real property does not involve any  
4 physical change in the environment.

- 5 3. Based upon the exemptions identified above, the District hereby concludes that no  
6 physical environmental impacts are anticipated to occur as a result of the purchase of a  
7 fee simple interest in real property, and the acquisition is exempt from CEQA.

8 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board  
9 authorizes the purchase of that certain real property located in the unincorporated area known as  
10 Corona, County of Riverside, State of California, consisting of approximately 526,471± square  
11 feet (12.08± acres), located at 26678 Hostettler Road, commonly identified with APN 394-020-  
12 008, also known as RCFC Parcel No. 2052-55, more particularly described on Exhibit "A",  
13 attached hereto and by this reference incorporated herein, in fee for a purchase price of One Million  
14 Eight Hundred Thousand Dollars (\$1,800,000.00) from Robert Lee Kitchell, Trustee of the  
15 Angelina Caroline Kitchell Trust, Dated November 7, 1995, by Grant Deed.

16 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Agreement  
17 for Purchase and Sale of Real Property between the District and Robert Lee Kitchell, Trustee of  
18 the Angelina Caroline Kitchell Trust, Dated November 7, 1995, is hereby approved, and the Chair  
19 of the District's Board is authorized to execute the same on behalf of the District.

20 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of  
21 the Board certify acceptance of any documents conveying the real property interest in favor of the  
22 District to complete the purchase and for recordation.

23 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General  
24 Manager-Chief Engineer or his designee is authorized to execute any other documents and  
25 administer all actions necessary to complete the purchase of the real property and this transaction.  
26  
27  
28

1 Board of Supervisors

RIVERSIDE COUNTY FLOOD CONTROL  
2 AND WATER CONSERVATION DISTRICT

3  
4 RESOLUTION NO. F2023-08

5 AUTHORIZATION TO PURCHASE A FEE SIMPLE INTEREST IN REAL PROPERTY FROM  
6 ROBERT LEE KITCHELL, TRUSTEE OF THE ANGELINA CAROLINE KITCHELL TRUST,

7 DATED NOVEMBER 7, 1995, LOCATED AT 26678 HOSTETTLER ROAD, IN THE  
8 UNINCORPORATED AREA KNOWN AS CORONA, COUNTY OF RIVERSIDE, STATE OF  
9 CALIFORNIA, TEMESCAL CREEK FLOODPLAIN ACQUISITION PROJECT, PROJECT  
10 NUMBER 2-0-00052, ASSESSOR'S PARCEL NUMBER 394-020-008, ALSO REFERRED TO AS  
11 RCFC PARCEL NUMBER 2052-55, BY GRANT DEED

12  
13 ROLL CALL:

14  
15 Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez

16 Nays: None

17 Absent: None

18  
19 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
20 Supervisors on the date therein set forth.

21  
22 KIMBERLY A. RECTOR, Clerk of said Board

23  
24 By:  \_\_\_\_\_

25 Deputy



## EXHIBIT "A"

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

PARCEL 1 OF PARCEL MAP NO. 16442, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP IN BOOK 121, PAGE 73 AND 74 OF PARCEL MAPS THEREOF, RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

Project: Temescal Creek Floodplain Acquisition Project  
 Project No. 2-0-00052  
 RCFC Parcel No. 2052-55  
 APN 394-020-008

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 15 day of January, 2023 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "BUYER") and ROBERT LEE KITCHELL, TRUSTEE OF THE ANGELINA CAROLINE KITCHELL TRUST, DATED NOVEMBER 7, 1995, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property interest for the Temescal Creek Floodplain Acquisition Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

- A. SELLER is the owner of real property located at 26678 Hostettler Road, in the unincorporated area known as Corona, County of Riverside, State of California, consisting of approximately 526,471± square feet (12.08± acres) with Assessor's Parcel Number ("APN") 394-020-008 ("SELLER's PROPERTY").
- B. SELLER desires to sell and BUYER desires to purchase SELLER's PROPERTY 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 following fee interest in certain real property located at 26678 Hostettler Road, in the unincorporated area known as Corona, County of Riverside, State of California, consisting of approximately 526,471± square feet (12.08± acres), identified with APN 394-020-008.

- A. The fee interest affects a section of land that will hereinafter be referred to as RCFC Parcel Number 2052-55, identified with APN 394-020-008. Said section of land contains approximately 526,471± square feet (12.08± acres).

Said above-listed interest in real property will hereinafter be collectively referred to as the "Property".

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

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for RCFC Parcel No. 2052-55 described in Section 1.A is:

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A. One Million Eight Hundred Thousand Dollars (\$1,800,000.00) ("Funds").

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

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER or its authorized agent's permission to enter upon SELLER's 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 at least seven (7) business days prior written or oral notice before entering the SELLER's PROPERTY. 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 are in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto SELLER's 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 SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools and equipment from SELLER's PROPERTY within ten (10) business days of the date that BUYER's Agreement terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from SELLER's PROPERTY after entering SELLER's 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 Commonwealth Land Title Insurance Company ("Escrow") to accommodate the transaction contemplated by this Agreement. 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 five (5) 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 sixty (60) 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 to be recorded in the Official Records of the County of Riverside and obtain conformed copies thereof for distribution to BUYER and SELLER.
  - C. Title Policy. Direct the Title Company to issue Title Policy for the title fee interest referred to as RCFC Parcel No. 2052-55 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, Commonwealth Land Title Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for the fee interest. Escrow Holder will also request two (2) copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. 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 \$1,800,000.00 ("Title Policy"). The Title Policy provided for pursuant to this Section 5 will insure 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 title commitment 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 SELLER's 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 SELLER's PROPERTY by BUYER, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow. 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 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 SELLER's PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on SELLER's PROPERTY encroach onto other properties.
  - C. Until the Close of Escrow, SELLER shall maintain SELLER's PROPERTY in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting SELLER's PROPERTY.
  - D. SELLER has good and marketable title to SELLER's PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in SELLER's 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 SELLER's PROPERTY, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on SELLER's PROPERTY. No assessment lien or bond encumbers SELLER's PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting SELLER's PROPERTY and shall not do anything that would impair SELLER's title to any of SELLER's 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 SELLER's PROPERTY or transport any Hazardous Materials to or from SELLER's 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 SELLER's PROPERTY prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) listed or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).
- H. SELLER represents and warrants that SELLER's PROPERTY, to the best of SELLER's knowledge, complies with all applicable law and governmental regulations, including, without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal and other environmental matters, including, but not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation and Recovery, and Comprehensive Environmental Response, Compensation, and Liability Acts, and the California Environmental Quality Act, and the rules, regulations and ordinances of the city within which SELLER's 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 Closing 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 SELLER's PROPERTY is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency or other party is required for SELLER to enter into and/or to perform SELLER's obligations under this Agreement, except as has already been obtained. If SELLER is a corporation or company, it is organized, validly existing and in good standing under the laws of the State of California.
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 by this reference incorporated herein.
  - 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 SELLER's 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 into and perform under this Agreement, and such proof of power and authority of

the individuals executing or delivering any instruments, documents or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER 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
- 4) 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 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) Utility Deposits. If applicable, SELLER will notify all utility companies servicing SELLER's PROPERTY of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER, if applicable.

3) SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.

4) 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: Robert Lee Kitchell, Trustee of the Angelina Caroline Kitchell Trust, dated November 7, 1995  
Attention: Robert Kitchell, Administrator  
Cal Mutual  
28581 Old Town Front Street, Suite 313  
Temecula, CA 92590

BUYER: Riverside County Flood Control  
and Water Conservation District  
Attention: Yolanda Wilder  
Principal Real Property Agent  
1995 Market Street  
Riverside, CA 92501

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

ESCROW HOLDER: Commonwealth Land and Title Company  
Grace Kim [gukim@cltic.com](mailto:gukim@cltic.com)  
Escrow Officer  
4100 Newport Place Drive, Suite 120  
Newport Beach, CA 92660

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 and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- 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.
- M. Brokers. SELLER and BUYER each represent and warrant to one another that such Party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not 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.M. shall survive Closing hereunder or termination of this Agreement.
- N. 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.

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 Property on date above.

**SELLER:**

**ROBERT LEE KITCHELL, TRUSTEE OF THE ANGELINA CAROLINE KITCHELL TRUST, DATED NOVEMBER 7, 1995**

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

By: Robert Lee Kitchell 1/15/23  
ROBERT LEE KITCHELL, Trustee

**BUYER:**

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

Date: 3/28/23

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

Date: 1/30/2023

By: Jason E. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

**APPROVED AS TO FORM:**

Minh C. Tran  
COUNTY COUNSEL

**ATTEST:**

KIMBERLY RECTOR  
Clerk of the Board

By: Ryan Yabko  
RYAN YABKO  
Deputy County Counsel

By: Kimberly Rector

Date: 3/15/23

Project: Temescal Creek Floodplain Acquisition Project  
Project No. 2-0-00052  
RCFC Parcel No. 2052-55  
APN 394-020-008  
MCR:amh  
12/27/2022

MAR 28 2023 11.4

EXHIBIT "A"

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

PARCEL 1 OF PARCEL MAP NO. 16442, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP IN BOOK 121, PAGE 73 AND 74 OF PARCEL MAPS THEREOF, RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

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: Temescal Creek Floodplain Acquisition Project  
Project No. 2-0-00052  
APN 394-020-008  
RCFC Parcel No. 2052-55

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, **ROBERT LEE KITCHELL, TRUSTEE OF THE ANGELINA CAROLINE KITCHELL TRUST, DATED NOVEMBER 7, 1995**, grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, the real property in the unincorporated area known as Corona, County of Riverside, State of California, as described in Exhibit "A", attached hereto and made a part hereof.

APN 394-020-008

**ROBERT LEE KITCHELL, TRUSTEE OF  
THE ANGELINA CAROLINE KITCHELL  
TRUST, DATED NOVEMBER 7, 1995**

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

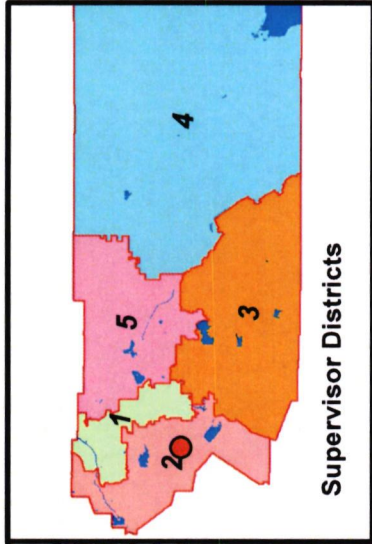
By: \_\_\_\_\_  
Robert Lee Kitchell, Trustee

(Notary Attached)





MR\_HOSTETTTLER\_RD\_030123\_RCIT\_Pictometry



Supervisor Districts

**Legend**

- Assessor Parcels
- Parcel Location

**Description**

Project No. 2-0-00052  
 Subject Property: APN 394-020-008



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
 Temescal Creek Floodplain Voluntary Acquisition Project



Vicinity Map