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



ITEM: 13.1 (ID # 22456) MEETING DATE: Tuesday, October 17, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Adoption of Resolution No. 2023-008, Authorization to Convey Fee Simple Interest in Real Property Identified with Assessor's Parcel No. 559-030-003 in the Unincorporated Area of Pine Cove, County of Riverside, by Grant Deed to the Pine Cove Water District, a Public Agency of the State of California, County of Riverside; California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15312 and 15061(b)(3); District 4. [\$0]

RECOMMENDED MOTION: That the Board of Directors:

 Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15312 – Surplus Government Property Sales and 15061(b)(3), General Rule or "Common Sense" Exemption;

Continued on Page 2

ACTION:Policy

8/17/2023 General Manager

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes:Jeffries, Spiegel, Washington, Perez and GutierrezNays:NoneAbsent:NoneDate:October 17, 2023xc:Parks, Recorder

Kimberty A. Recto Clerk R۱ Deputy

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

RECOMMENDED MOTION: That the Board of Directors:

- Adopt Resolution No. 2023-008, Authorization to Convey Fee Simple Interests in Real Property Identified with Assessor's Parcel Assessor's Parcel Numbers 559-030-003 in the unincorporated area of Pine Cove, County of Riverside, to the Pine Cove Water District ("Water District");
- Approve the Agreement for Purchase and Sale of Real Property between the Riverside County Regional Park & Open-Space District ("RivCoParks") and the Water District and authorize the Chair of the Board of Directors to execute the Agreement on behalf of RivCoParks;
- 4. Authorize the Chair of the Board of Directors to execute the Grant Deed to complete the conveyance of real property and this transaction;
- 5. Authorize the General Manager, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction; and
- 6. Direct the Clerk of the Board to file the Notice of Exemption within five (5) working days of Board approval.

FINANCIAL DATA	Current Fiscal Y	ear:	Next Fiscal Y	ear:	Тс	tal Cost:		Ongoi	ng Cos	st
COST	\$	0	\$	0		\$	0		\$	0
NET COUNTY COST	\$	0	\$	0		\$	0		\$	0
SOURCE OF FUNDS: None					Budget Adjustment:		N	0		
						For Fi	scal Y	ear:	2	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

Riverside County Regional Park and Open-Space District ("RivCoParks"), intends to sell the real property located in the unincorporated area of Pine Cove, California, known as Assessor Parcel Number 559-030-003 ("Property"), to the Pine Cove Water District, a public agency of the State of California ("Water District") for the consideration of One Hundred Forty Thousand Dollars (\$140,000) by Grant Deed.

On May 2, 2023 the Board passed Item 13.2, declaring the Property exempt surplus and providing notice of RivCoParks' intention to convey the Property to Water District. The Property is exempt surplus because it is surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use.

The Property is a former park that was permanently closed due to its location and topography. Most of the Property is a rocky hillside with steep slopes and jagged rock outcroppings. These issues prevent it from being utilized as a park or campground by RivCoParks. The Property is

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

vacant except for a restroom building, which will be demolished prior to the sale. The Water District has existing infrastructure on and around the Property.

Pursuant to the California Environmental Quality Act (CEQA), this transfer was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15312 – Surplus Government Property Sales, and 15061(b)(3), "Common Sense" Exemption.

Resolution No. 2023-008, the Purchase and Sale Agreement, and the Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

The sale of this Property will assist the Water District in their efforts to provide improved service to the citizens and businesses in the Pine Cove area of the County.

Attachments:

- Resolution 2023-008
- Purchase and Sale Agreement
- Grant Deed
- Notice of Exemption

Douglas Grdonez Jr.

10/4/2023



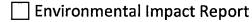
Lead Agency: RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT ATTN: JEANNE MCLEOD, ADMINISTRATIVE SERVICES MANAGER Address: 4600 CRESTMORE ROAD JURUPA VALLEY, CA 92509

FILED/POSTED County of Riverside Peter Aldana Assessor-County Clerk-Recorder E-202301131 10/23/2023 04:36 PM Fee: \$ 50.00 Page 1 of 2 Removed: By: Deputy

Project Title

PINE COVE PARK - TRANSFER TO PINE-COVE WATER DISTRICT

Filing Type



Mitigated/Negative Declaration

✓ Notice of Exemption

Other:

<u>Notes</u>

To: <u>County Clerk</u>	From: (Public Agency)
County of: Riverside	Riverside County Regional Park & Open-Space
2724 Gateway Drive	District
Riverside, CA 92507	4600 Crestmore Road, Jurupa Valley, CA 92509

Project Title: Pine Cove Park - Transfer to Pine-Cove Water District

<u>Project Applicant</u>: Riverside County Regional Park & Open-Space District <u>Project Location-Specific</u>: Marion Ridge Drive and Rocky Point Road, Pine Cove, CA 92549

Project Location-City: Pine Cove

Project Location-County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Riverside County acquired portions of the Property in 1963 and 1973, respectively, for park and open-space purposes. The County quitclaimed its interest in the Property to the Regional Park and Open-Space District in 1991 and was used for a public park until it was permanently closed in 2008. Analysis of the Property determined it's use as a public park to be impracticable due to the steep and rocky terrain and its isolated location. The Pine-Cove Water District has water well facilities on the Property and has agreed to purchase the Property in as-is condition at FMV.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Public Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: (check one):

- □ Ministerial (Sec. 21080(b)(1); 15268);
- \Box Declared Emergency (Sec. 21080(b)(3); 15269(a));
- □ Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- ☑ Categorical Exemption. State type and section number: <u>15312 Surplus Government Property Sales</u>,
- □ Statutory Exemptions. State code number: and 15061(b)(3), "Common Sense" Exemption

<u>Reasons why project is exempt:</u> Pursuant to the California Environmental Quality Act (CEQA), the sale of each remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15312 – Surplus Government Property Sales and 15061(b)(3), "Common Sense" Exemption. The proposed project is the sale of exempt surplus remnant parcels of real property that is no longer needed for the use by or purposes of RivCoParks, does not have significant values for wildlife habitat or other environmental purposes, and the use of the property and adjacent property has not changed since the time of acquisition by RivCoParks. It can be seen with certainty that the project will not have a significant effect on the environment because it is merely the transfer of title to real property of vacant land and does not involve construction activities or an increase in the intensity of use of the site.

Lead Agency Contact: Jeanne McLeod

Phone Number: 951-955-3819

If Filed by Applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? □ Yes

\sim		
Signature: Jeanne McLeod	Date: 10/4/23	Title: Administrative Services Manager
✓ □ Signed by Lead Agency	□ Signed by	/ Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for Filing at OPR:

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Board of Directors

Riverside County Regional Park and Open-Space District

RESOLUTION NO. 2023-008

AUTHORIZATION TO CONVEY FEE SIMPLE INTERESTS IN REAL PROPERTY IN THE UNINCORPORATED AREA OF PINE COVE, COUNTY OR RIVERSIDE, CALIFORNIA, ASSESSOR PARCEL NUMBER 559-030-003 TO THE PINE COVE WATER DISTRICT BY GRANT DEED

WHEREAS, the Riverside County Regional Park and Open Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("RivCoParks"), is the owner of certain real property in the unincorporated area of Pine Cove, County of Riverside, State of California, identified as Assessor's Parcel Number 559-030-003 (the "Property");

WHEREAS, the Property consists of 18.40 acres of vacant land and was acquired by the RivCoParks as open-space land;

WHEREAS, it has been assessed and determined that this Property is no longer needed for RivCoParks' use and were not actually dedicated or used for park or open-space purposes;

WHEREAS, RivCoParks desires to transfer the Property to the Pine Cove Water District, a public agency of the State of California ("Water District"), by Grant Deed for the consideration of One Hundred Forty Thousand Dollars (\$140,000.00);

WHEREAS, the Water District and RivCoParks concur that it would be in both parties' best interest to transfer ownership of the Property to the Water District;

WHEREAS, on May 2, 2023 the Board passed Item 13.2 declaring the Property exempt surplus land and providing notice of RivCoParks' intention to sell the Property to Water District; and

WHEREAS, the County has reviewed and determined that the conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15312 – Surplus Government Property Sales and 15061(b)(3), "Common Sense" Exemption.

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NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by a

four-fifths vote of the Board of Directors of the Riverside County Regional Park and Open
-Space District ("Board"), in regular session assembled on October 17, 2023 at 9:30 a.m. or
soon thereafter, in the meeting room of the Board of Directors located on the 1st floor of the
County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a
review of the evidence and information presented on the matter, as it relates to this disposition,
this Board:

8 1. Has determined that the proposed acquisition project is categorically exempt
9 from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines
10 Section 15312 Surplus Government Property Sales and 15061(b)(3), "Common Sense"
11 Exemption; and

Authorizes the conveyance of the following described real Property to the Pine
 Cove Water District: Certain real Property located in the Unincorporated Area of Pine Cove,
 State of California, identified as Assessor's Parcel Number 559-030-003 by Grant Deed, as
 more particularly described in Exhibit "A", attached hereto and thereby made a part hereof.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board
hereby approves the Purchase and Sale Agreement between the Riverside County Regional
Park & Open Space District and the Pine Cove Water District, and authorizes the Chair of the
Board to execute the Agreement on behalf of the Riverside County Regional Park & OpenSpace District.

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

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General
Manager or designee, is authorized to execute any other documents and administer all actions
necessary to complete the conveyance of real property.

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

1 2	Board of Directors RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
3	
4	RESOLUTION NO. 2023-008
5	AUTHORIZATION TO CONVEY FEE SIMPLE INTERESTS IN REAL PROPERTY IN THE
6	UNINCORPORATED AREA OF PINE COVE, COUNTY OF RIVERSIDE, CALIFORNIA,
7	ASSESSOR PARCEL NUMBER 559-030-003 TO THE PINE COVE WATER DISTRICT BY
8	<u>GRANT DEED</u>
9	
10	ROLL CALL:
11	
12	Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez
13	Nays: None
14	Absent: None
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17	The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
18	Supervisors on the date therein set forth.
19 20	KIMPERI V.A. RECTOR, Clask of sold Roard
20	KIMBERLY A. RECTOR, Clerk of said Board
22	By: DMasnik
23	Deputy
24	
25	
	10.17.2023 13.1

EXHIBIT A

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Pine Cove Water District 24917 Marion Ridge Drive Mountain Center, CA 92549 Attn:, Jerry Holldber General Manager Phone: 951-236-9163

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0 SPACE ABOVE THIS LINE FOR RECORDER'S USE

[]computed on full value of property conveyed, OR

[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[] unincorporated area; [] City of Pine Cove

GRANT DEED

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("Grantor"),

Does hereby grant to:

PINE COVE WATER DISTRICT, a public agency of the State of California,

all that certain real property in the County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by reference ("**Property**").

SUCH CONVEYANCE IS MADE SUBJECT TO ALL MATTERS OF RECORD OR WHICH WOULD BE DISCOVERED BY A SURVEY OR INSPECTION OF THE PROPERTY, AND THE FOLLOWING RESTRICTIONS, WHICH SHALL BE BINDING ON GRANTEE AND ALL SUCCESSORS AND ASSIGNS OF GRANTEE:

The Property shall be used for public park and recreational purposes and for purposes incidental thereto, and for no other purpose, and shall not be conveyed without the consent of Grantor.

(Signature Page To Follow)

Signature Page and Notary Acknowledgement is attached to a document entitled *Grant Deed.*

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3,

By:

Chuck Washington, Chair, Board of Directors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE before me, a Notary Public, On and personally appeared County State, and for in said , who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

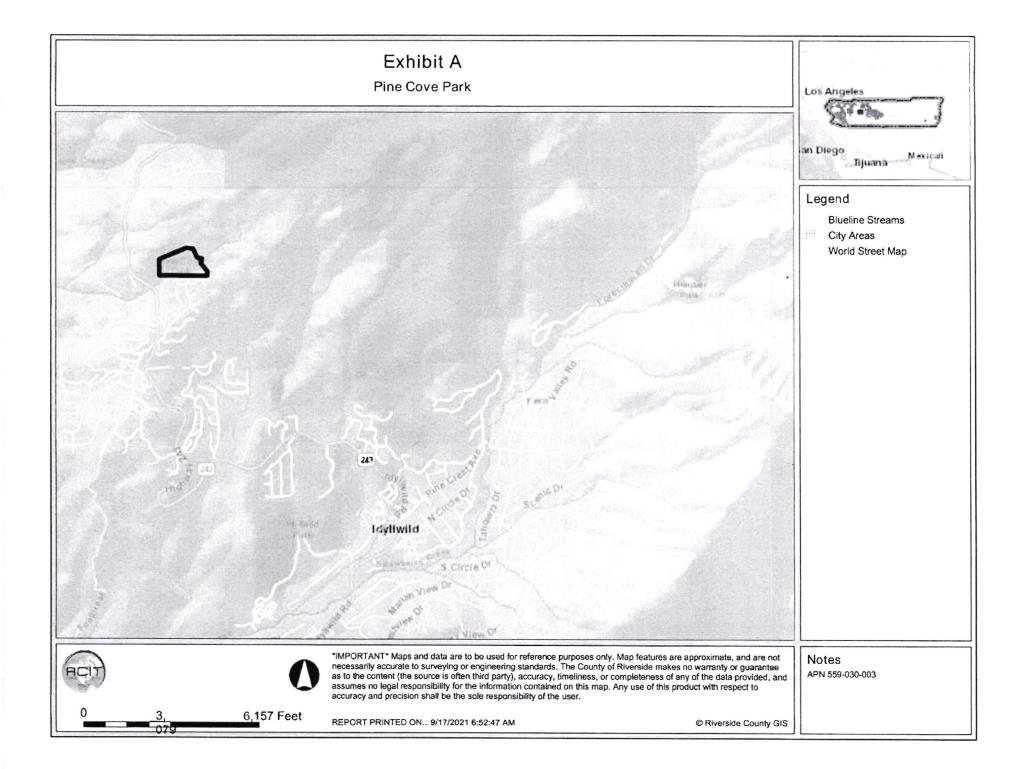
EXHIBIT A

That portion of the Northwest Quarter of Section 1, Township 5 South, Range 2 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section 1;

THENCE North 00° 56' 30" East, a distance of 465.75 feet; THENCE North 67° 36' 10" East, a distance of 829.66 feet; THENCE South 85° 07' 30" East, a distance of 200.32 feet; THENCE South 25° 33' East, a distance of 284.11 feet; THENCE South 81° 42' 30" East, a distance of 140.21 feet; THENCE South 12° 19' 30" West, a distance of 153.50 feet; THENCE South 44° 33' East, a distance of 87.27 feet; THENCE South 37° 27' 30" East, a distance of 208.75 feet; THENCE South 00° 56' 30" West, to a point on the Southerly line of said Northwest Quarter;

THENCE North 89° 39' 30" West, along the Southerly line of said Northwest Quarter to the point of beginning.



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Pine Cove Water District 24917 Marion Ridge Drive Mountain Center, CA 92549 Attn:, Jerry Holldber General Manager Phone: 951-236-9163 District to Record Grant Deed

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0

[]computed on full value of property conveyed, OR

[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[] unincorporated area; [] City of <u>Pine Cove</u>

GRANT DEED

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("Grantor"),

Does hereby grant to:

PINE COVE WATER DISTRICT, a public agency of the State of California,

all that certain real property in the County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by reference ("**Property**").

SUCH CONVEYANCE IS MADE SUBJECT TO ALL MATTERS OF RECORD OR WHICH WOULD BE DISCOVERED BY A SURVEY OR INSPECTION OF THE PROPERTY, AND THE FOLLOWING RESTRICTIONS, WHICH SHALL BE BINDING ON GRANTEE AND ALL SUCCESSORS AND ASSIGNS OF GRANTEE:

The Property shall be used for public park and recreational purposes and for purposes incidental thereto, and for no other purpose, and shall not be conveyed without the consent of Grantor.

(Signature Page To Follow)

Signature Page and Notary Acknowledgement is attached to a document entitled *Grant Deed*.

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3,

uch Bv:

KIMBB

Chuck Washington, Chair, Board of Directors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE a Notary Public, before me, On State, in and for said County and personally appeared , who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

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COUNTY OF RIVERSIDE

On October 17, 2023, before me, Breanna Smith, Board Assistant, personally appeared Chuck Washington, Chair of the Board of Directors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kimberly A. Rector Clerk of the Board of Supervisors

(SEAL)

PETER ALDANA COUNTY OF RIVERSIDE ASSESSOR-COUNTY CLERK-RECORDER

Recorder P.O. Box 751 Riverside, CA 92502-0751 (951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):



Date:	10/17/2023
	∂
	Brun Gott
Signature:	Mullione

Print Name: Breanna Smith, Clerk of the Board Assistant

ACR 601P-AS4RE0 (Rev. 09/2005)

EXHIBIT A

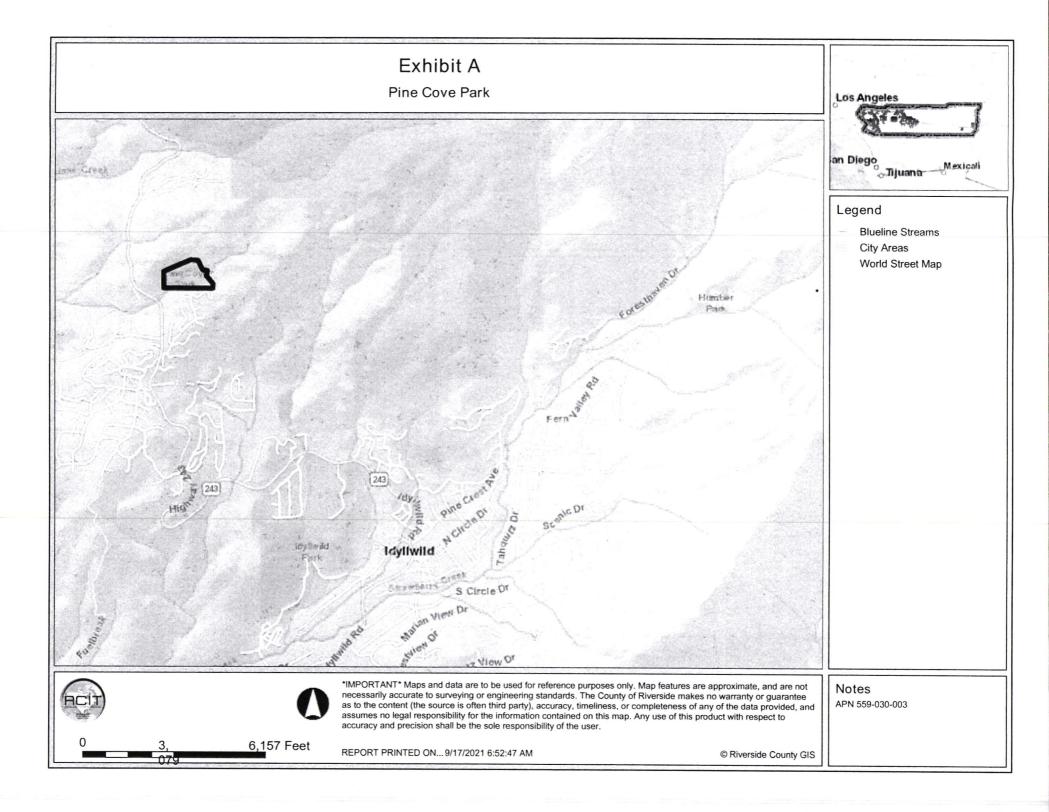
That portion of the Northwest Quarter of Section 1, Township 5 South, Range 2 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section 1;

THENCE North 00° 56' 30" East, a distance of 465.75 feet; THENCE North 67° 36' 10" East, a distance of 829.66 feet; THENCE South 85° 07' 30" East, a distance of 200.32 feet; THENCE South 25° 33' East, a distance of 284.11 feet; THENCE South 81° 42' 30" East, a distance of 140.21 feet; THENCE South 12° 19' 30" West, a distance of 153.50 feet; THENCE South 44° 33' East, a distance of 87.27 feet; THENCE South 37° 27' 30" East, a distance of 208.75 feet;

THENCE South 00° 56' 30" West, to a point on the Southerly line of said Northwest Quarter;

THENCE North 89° 39' 30" West, along the Southerly line of said Northwest Quarter to the point of beginning.



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY, ("Agreement"), is entered into this _______ day of Oct__, 2023 by and between the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3 (hereinafter called "RIVCOPARKS" or "SELLER"), and the Pine Cove Water District, a public agency of the State of California, (hereinafter called "BUYER") for acquisition by BUYER from SELLER of certain real property interests in Pine Cove Park, located in the unincorporated area of Pine Cove, County of Riverside, (hereinafter called "PROJECT").

RECITALS

- A. SELLER is the owner of certain real property known as Pine Cove Park, located in the unincorporated area of Pine Cove, County of Riverside, State of California, consisting of approximately 18.40 acres of vacant land with Assessor's Parcel Number 559-030-003, ("Property").
- B. SELLER has not actually dedicated the Property for park or open-space purposes.
- C. SELLER desires to sell to BUYER and BUYER desires to purchase from SELLER the Property as specifically described herein.
- D. BUYER has owned and operated a water well and related infrastructure on the Property since 2006.
- E. Pursuant to California Government Code Section 54221(f)(1)(D), surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use is exempt from the requirements of the Surplus Land Act.
- F. SELLER has determined that this Property is exempt surplus land is not necessary for SELLER'S use, nor will be needed in the future, for SELLER'S purposes.
- G. Pursuant to California Public Resources Code Section 5540, SELLER may take by grant, appropriation, purchase, gift, devise, condemnation, or lease, and may hold, use, enjoy, and lease or dispose of real and personal property of every kind, and rights in real and personal property, within or without the district, necessary to the full exercise of its powers and consent need not first be obtained for a conveyance of any real property if the Legislature, by concurrent resolution, authorizes a conveyance after a resolution of intention has been adopted by at least a two-thirds vote of the board of directors of the SELLER, specifically describing the property to be conveyed.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. <u>AGREEMENT TO PURCHASE AND SALE</u>. 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 in an unincorporated area of Pine Cove, County of Riverside, State of California, consisting of approximately 18.40 acres of vacant land on Rocky Point Road in Pine Cove, CA with Assessor's Parcel Number 559-030-003. Said above 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. <u>PURCHASE PRICE</u>. The total purchase price that BUYER will pay to SELLER for the Property is:
 - A. ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00).

Said purchase price shall be payable in cash at the close of escrow and in accordance with this Agreement.

- B. SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the Property is sold and relinquished in "as-is" condition, as of the date of this Agreement, without warranty and that SELLER is not responsible for making correction of repairs of any nature BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property except expressly stated in this Agreement.
- 3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable written notice before going on the 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 is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 4. If BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER'S personal property, facilities, tools and equipment from the Property. If BUYER does not remove all of BUYER'S personal property, facilities, tools and equipment from the Property within ten business days of the date that BUYER'S license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the Property. In the event of 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.
- 5. <u>ESCROW</u>. The parties will establish an escrow at Commonwealth Land Title 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 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 ninety (90) 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. <u>Funds</u>. 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 6 and 9; b) disburse the balance of the Purchase Price; and, (c) disburse any excess proceeds deposited by BUYER to BUYER.
- B. <u>Recording</u>. Cause the Deed(s) in favor of the parties designated by the Parties to be recorded with the County Recorder and obtain conformed copies thereof for distribution to BUYER and SELLER.
- C. <u>Title Policy</u>. Direct the Title Company to issue the Title Policy to BUYER.
- D. <u>Delivery of Documents to BUYER and SELLER</u>. 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.
- E. 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.
- 6. <u>TITLE AND TITLE INSURANCE</u>. Upon the Opening of Escrow, Commonwealth Land Title Company (the "Escrow Holder") shall obtain and issue a title commitment for the Property. Escrow Holder will also request two 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 or BUYER'S designee and SELLER. Escrow Holder will insure BUYER'S fee simple 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 the Purchase Price ("Policy"). BUYER shall pay for the cost of the Policy. The Policy provided for pursuant to this Section 6 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.

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- Β. 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 simple interest in the Property will be free and clear of all monetary liens and monetary encumbrances.
- 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.
- 7. <u>POSSESSION OF PROPERTY</u>. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the Property by BUYER, including the right to remove and dispose of improvements, shall commence upon the close of escrow.

8. <u>CLOSING CONDITIONS</u>.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
 - a. SELLER shall convey to BUYER title to the Property by execution and delivery with Escrow Holder duly executed and acknowledged Grant Deed in the forms attached to this Agreement as Exhibit "B", ("Deed") by this reference incorporated herein.
 - b. SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.
 - c. 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.
 - d. 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 condition at or before the Closing:
 - a. BUYER must have delivered the Purchase Price to Escrow.
 - b. 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.
- <u>CLOSING COSTS</u>. Costs for Escrow, title and closing expenses will be allocated as follows:
 - A. <u>BUYER shall pay or be charged:</u>
 - a. All the Escrow fees and costs;
 - b. CLTA Standard coverage policy
 - c. Cost of recording the Deed; and
 - d. BUYER's share of prorations, if any.
 - B. <u>Prorations</u>. 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:
 - a. <u>Tax Exempt Agency</u>. All parties hereto acknowledge that the SELLER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. BUYER 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 funds deposited by BUYER 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.

- b. <u>Utility Deposits</u>. If applicable, SELLER will notify all utility companies servicing the 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. SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow, if applicable.
- c. <u>Method of Proration</u>. 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 11 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.
- 10. <u>CLOSING.</u> 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.
- 11. <u>INDEMNITY</u>. BUYER agrees to indemnify, defend and hold SELLER 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 BUYER'S representation, warranties or covenants provided in this Agreement.
- 12. <u>DISTRICT REPRESENTATIVE</u>. The General Manager, or his designee, serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.
- 13. <u>NOTICES</u>. 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) two (2) 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:

BUYER:	Pine Cove Water District 24917 Marion Ridge Dr. Idyllwild, CA 92549
SELLER:	Riverside County Regional Park and Open-Space District Attention: General Manager 4600 Crestmore Road Jurupa Valley, CA 92509
COPY TO:	Riverside County Counsel's Office Attention: Ryan Yabko Deputy County Counsel 3960 Orange Street, Suite 500 Riverside, CA 92501-3674
ESCROW HOLI	DER: Commonwealth Land Title Company

14. <u>MISCELLANEOUS</u>.

- A. <u>Natural Hazard Disclosure Statement</u>. 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. <u>Default</u>. 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. <u>Further Instructions</u>. 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. <u>Amendments</u>. 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. <u>Applicable Law</u>. 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. <u>Entire Agreement</u>. 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 which is not contained herein shall be valid or binding on SELLER or BUYER.
- G. Authorities.
 - A. BUYER and SELLER have each taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.
 - B. BUYER and SELLER have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date will be, legal, valid, and binding obligations of BUYER and SELLER respectively and can consummate the transaction contemplated herein.
- H. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- I. <u>Time of Essence</u>. 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.
- J. <u>Remedies Not Exclusive and Waivers</u>. 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.
- K. <u>Interpretation and Construction</u>. 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.
- L. <u>Counterparts</u>. 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.

- M. <u>Partial Invalidity</u>. 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 BUYER is in fact represented in this sale, upon and only upon the Closing, BUYER shall solely responsible to pay any commissions or fees to BUYER's Broker. SELLER is not responsible nor is SELLER liable for any claim, charges, or commissions that may arise or be alleged by a broker or agent in connection with this Agreement or the purchase of sale of the Property whether or not Close of Escrow shall occur. BUYER shall defend, indemnify and hold harmless SELLER 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 ("Broker Claims") claimed to be due by BUYER's Broker or any person other arising from or by reason of BUYER's conduct with respect to this transaction. The provisions of this Section 14.M. shall survive Closing hereunder or earlier termination of this Agreement.
- 15. <u>ASSIGNMENT</u>. 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.
- 16. <u>SIGNATURES</u>. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting parties.
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[Signature provisions on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Purchase and Sale of Real Property on ______

(date to be filled in by Clerk of the Board)

BUYER:

SELLER:

PINE COVE WATER DISTRICT, a public agency of the State of California

By: Jeremy Potter, General Manager Dated:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT,

a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3

By:

Chuck Washington Chair, Board of Directors

ATTEST: Kimberly Rector Clerk of the Board By: Duff Deputy

APPROVED AS TO FORM: MINH C. TRAN County Counsel

By:

RYAN YABKO Deputy County Counsel

EXHIBIT A

That portion of the Northwest Quarter of Section 1, Township 5 South, Range 2 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section 1;

THENCE North 00° 56' 30" East, a distance of 465.75 feet; THENCE North 67° 36' 10" East, a distance of 829.66 feet; THENCE South 85° 07' 30" East, a distance of 200.32 feet; THENCE South 25° 33' East, a distance of 284.11 feet; THENCE South 81° 42' 30" East, a distance of 140.21 feet; THENCE South 12° 19' 30" West, a distance of 153.50 feet; THENCE South 44° 33' East, a distance of 87.27 feet; THENCE South 37° 27' 30" East, a distance of 208.75 feet;

THENCE South 00° 56' 30" West, to a point on the Southerly line of said Northwest Quarter;

THENCE North 89° 39' 30" West, along the Southerly line of said Northwest Quarter to the point of beginning.

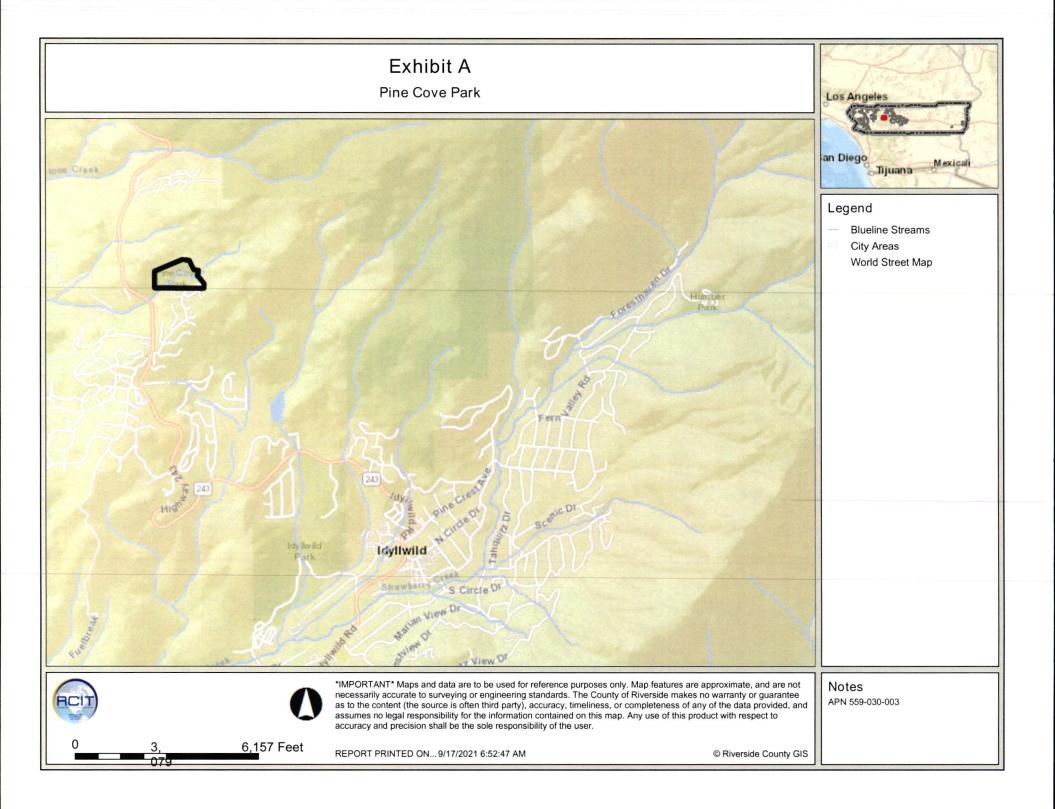


EXHIBIT "B"

Grant Deed

Attached Behind This Page

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Pine Cove Water District 24917 Marion Ridge Drive Mountain Center, CA 92549 Attn:, Jerry Holldber General Manager Phone: 951-236-9163

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0

[]computed on full value of property conveyed, OR

[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[] unincorporated area; [] City of <u>Pine Cove</u>

GRANT DEED

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("Grantor"),

Does hereby grant to:

PINE COVE WATER DISTRICT, a public agency of the State of California,

all that certain real property in the County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by reference ("**Property**").

SUCH CONVEYANCE IS MADE SUBJECT TO ALL MATTERS OF RECORD OR WHICH WOULD BE DISCOVERED BY A SURVEY OR INSPECTION OF THE PROPERTY, AND THE FOLLOWING RESTRICTIONS, WHICH SHALL BE BINDING ON GRANTEE AND ALL SUCCESSORS AND ASSIGNS OF GRANTEE:

The Property shall be used for public park and recreational purposes and for purposes incidental thereto, and for no other purpose, and shall not be conveyed without the consent of Grantor.

(Signature Page To Follow)

Signature Page and Notary Acknowledgement is attached to a document entitled *Grant Deed.*

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3,

By:

Chuck Washington, Chair, Board of Directors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE On a Notary Public, before me, State. appeared in and for said County and personally , who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

EXHIBIT A

That portion of the Northwest Quarter of Section 1, Township 5 South, Range 2 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section 1;

THENCE North 00° 56' 30" East, a distance of 465.75 feet; THENCE North 67° 36' 10" East, a distance of 829.66 feet; THENCE South 85° 07' 30" East, a distance of 200.32 feet; THENCE South 25° 33' East, a distance of 284.11 feet; THENCE South 81° 42' 30" East, a distance of 140.21 feet; THENCE South 12° 19' 30" West, a distance of 153.50 feet; THENCE South 44° 33' East, a distance of 87.27 feet; THENCE South 37° 27' 30" East, a distance of 208.75 feet;

THENCE South 00° 56' 30" West, to a point on the Southerly line of said Northwest Quarter;

THENCE North 89° 39' 30" West, along the Southerly line of said Northwest Quarter to the point of beginning.

