

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



ITEM: 11.3
(ID # 24963)

MEETING DATE:
Tuesday, May 21, 2024

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2024-17, Authorization to Purchase a Fee Simple Interest in Real Property Located in the City of Moreno Valley, County of Riverside, State of California, Assessor's Parcel Nos. 488-260-011, 488-260-012, 488-260-013 and 488-260-014, Also Referred to as RCFC Parcel Nos. 4828-1, 4828-2, 4828-3 and 4828-4, from Avoian Property Group, LP, a California limited partnership, by Grant Deed, Moreno MDP Project, Project Number 4-0-00828, CEQA Exempt per CEQA Guidelines Section 15325 and 15061(b)(3), District 5. [\$17,260,000 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 Section 15325(d), "Acquisition, sale, or transfer to prevent encroachment of development into the floodplain", and the purchase is also consistent with Section 15061(b)(3), the "Common Sense" exemption;

Continued on Page 2

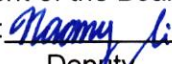
ACTION: Policy


Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 5/8/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 21, 2024
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. F2024-17, Authorization to Purchase a Fee Simple Interest in Real Property ("Authorization") Located in the City of Moreno Valley, County of Riverside, State of California, Assessor's Parcel Nos. 488-260-011, 488-260-012, 488-260-013 and 488-260-014, also referred to as RCFC Parcel Nos. 4828-1, 4828-2, 4828-3 and 4828-4, from Avoian Property Group, LP, a California limited partnership, by Grant Deed, Moreno MDP Project, Project Number 4-0-00828,
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 Avoian Property Group, LP, a California limited partnership, 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 his designee to execute any other related documents and administer all actions necessary to complete this transaction.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$6,000,000	\$11,260,000	\$17,260,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 536200 – 25140 -947460 Contribution to Non-County Agency Zone 4			Budget Adjustment: No	
			For Fiscal Year: 23/24-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District's Moreno Master Drainage Plan (MDP) relies on the construction of a detention basin 'Sinclair Basin' north of Highway 60 and east of Redlands Boulevard. This acquisition would allow the District to secure the land for the future Sinclair Basin from a willing seller. The subject properties consisting of raw, vacant land identified by Assessor's Parcel Nos. ("APN") 488-260-011, 488-260-012, 488-260-013 and 488-260-014 ("Seller's Properties") are owned by Avoian Property Group, LP, a California limited partnership, ("Owner"). The Seller's Properties consist of 35.22 acres that are also referenced as RCFC Parcel Nos. 4828-1, 4828-2, 4828-3 and 4828-4.

Acquisition of the Seller's Properties has been negotiated with the Owner who is a willing seller. District staff recommends the approval of the Agreement negotiated with the Owner for the purchase price of Seventeen Million Two Hundred Sixty Thousand Dollars (\$17,260,000). The consideration for the real property is determined reasonable as it is the current market value.

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

Pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board has the power to take by grant, purchase, gift, devise, lease or otherwise, to hold, use, enjoy and to lease or dispose of real, personal or mixed property of every kind within or without the District necessary or convenient to the full exercise of its powers, and to lease its property to public agencies, or to grant any interest therein to public agencies, which lease or grant does not interfere with the use of the property for the purposes of the District.

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

The Agreement and Resolution No. F2024-17 are approved as to form by County Counsel.

Environmental Findings

The Authorization is exempt from CEQA pursuant to CEQA Statute and Guidelines Section 15325(d), "Acquisition, sale or other transfer to prevent encroachment of development into floodplains." Acquisition of the Seller's Properties will prevent encroachment of development into the floodplain.

Additionally, the Authorization 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 Seller's Properties, if it occurs at all, is subject to CEQA review by the lead agency approving the Project prior to construction. It can be seen with certainty that the acquisition of real property described in the Authorization will not have a significant effect on the environment and is exempt from CEQA.

ATTACHMENTS:

1. Resolution No. F2024-17
2. Agreement for Purchase and Sale of Real Property
3. Vicinity Map

MCR:rlp
P8/256074


Jason Farin, Principal Management Analyst

5/14/2024


Aaron Gettis, Chief of Deputy County Counsel

5/8/2024

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2024-17

AUTHORIZATION TO PURCHASE A FEE SIMPLE INTEREST IN REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ASSESSOR'S PARCEL NOS. 488-260-011, 488-260-012, 488-260-013 AND 488-260-014, ALSO REFERRED TO AS RCFC PARCEL NOS. 4828-1, 4828-2, 4828-3 AND 4828-4, FROM AVOIAN PROPERTY GROUP, LP, A CALIFORNIA LIMITED PARTNERSHIP, BY GRANT DEED, MORENO MDP PROJECT, PROJECT NUMBER 4-0-00828

WHEREAS, Avoian Property Group, LP, a California limited partnership, ("Seller") is the owner of certain real property located in the city of Moreno Valley, County of Riverside, State of California, commonly identified with Assessor's Parcel Numbers ("APN") 488-260-011, 488-260-012, 488-260-013 and 488-260-014 ("Seller's Properties"); and

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("District") desires to acquire from Seller and Seller desires to sell to District the Seller's Properties pursuant to the terms of the negotiated Agreement for Purchase and Sale of Real Property ("Agreement") for Seventeen Million Two Hundred Sixty Thousand Dollars (\$17,260,000); and

WHEREAS, the Seller's Properties have been identified as priority parcels located within the Moreno MDP Project area; and

WHEREAS, the acquisition of the Seller's Properties by the District will provide the future Sinclair Basin site; and

WHEREAS, the District will use the site for future flood control and/or water collection 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: BRADEN J. HOLLY 5/8/24 DATE

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,
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(d) of the
7 California Environmental Quality Act ("CEQA") Statute and Guidelines because acquisition of
8 Seller's Properties will prevent encroachment of development into the floodplain; and

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

20 **WHEREAS**, furthermore, no improvements are being approved at this time, and any future
21 use of Seller's Properties will undergo the appropriate CEQA review process.

22 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by vote
23 of the District's Board in regular session assembled on Tuesday, May 21, 2024 at 9:30 a.m. or soon
24 thereafter, in the meeting room of the District's Board located on the 1st Floor of the County
25 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based upon the
26 evidence and testimony presented on the matter, both written and oral, as it relates to this
27 acquisition, has determined the following:

28

- 1 1. The proposed purchase of a fee simple interest in real property is exempt from CEQA
2 pursuant to Sections 15325(d) of the CEQA Statute and Guidelines for "transfers of
3 ownership of interest in land to preserve existing natural conditions and historical
4 features," because District is merely purchasing interest in real property to prevent
5 encroachment of development in the floodplain.
- 6 2. Furthermore, the proposed 35.22-acre purchase of a fee simple interest in real property
7 is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Statute and
8 Guidelines, the "Common Sense" exemption, because it can be seen with certainty that
9 there is no possibility that the activity will have a significant effect on the environment;
10 the purchase of a fee simple interest in real property does not involve any physical
11 change in the environment.
- 12 3. Based upon the exemptions identified above, District hereby concludes that no physical
13 environmental impacts are anticipated to occur as a result of the purchase of a fee
14 simple interest in real property, and the acquisition is exempt from CEQA.

15 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
16 authorizes the purchase of that certain real property located in the city of Moreno Valley, County
17 of Riverside, State of California, consisting of an approximately 35.22 acres, commonly identified
18 with APNs 488-260-011, 488-260-012, 488-260-013 and 488-260-014, also known as RCFC
19 Parcel Nos. 4828-1, 4828-2, 4828-3 and 4828-4, more particularly described on Exhibit "A",
20 attached hereto and by this reference incorporated herein, in fee for a purchase price of Seventeen
21 Million Two Hundred Sixty Thousand Dollars (\$17,260,000) from Avoian Property Group, LP, a
22 California limited partnership, by Grant Deed.

23 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Agreement
24 between the District and Avoian Property Group, LP, a California limited partnership, is hereby
25 approved, and the Chair of the District's Board is authorized to execute the same on behalf of
26 District.

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

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

ROLL CALL:

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

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

KIMBERLY A. RECTOR, Clerk of said Board

By: Naomy Li
Deputy

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL 1: (APN 488-260-013 & 488-260-014)

LOTS 2 AND 7 IN BLOCK 31, MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF HEMLOCK AVENUE, WITHIN SAID BLOCK, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOT 2.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 7, LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 27, 1962 AS INSTRUMENT NO. 119152 OF OFFICIAL RECORDS.

PARCEL 2: (APN 488-260-011 & 488-260-012)

LOTS 3, AND 6 IN BLOCK 31, MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF HEMLOCK AVENUE, WITHIN SAID BLOCK, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOT 3.

EXCEPT THEREFROM THOSE PORTIONS OF SAID LOT 6, LYING SOUTHERLY AND WESTERLY OF THE NORTHERLY AND EASTERLY LINES OF THOSE CERTAIN PARCELS CONVEYED TO THE STATE OF CALIFORNIA, BY DEEDS RECORDED NOVEMBER 1, 1962 AS INSTRUMENT NO. 101187 OF OFFICIAL RECORDS AND DECEMBER 27, 1962 AS INSTRUMENT NO. 119152 OF OFFICIAL RECORDS.

Project: Moreno
Project No. 4-0-00828
APNs 488-260-011, 488-260-012, 488-260-013, 488-260-014
RCFC Parcel Nos. 4828-1, 4828-2, 4828-3, 4828-4

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 2nd day of May, 2024 (the "Effective Date") by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic (hereinafter called "DISTRICT" or "BUYER"), and AVOIAN PROPERTY GROUP, LP, a California limited partnership (hereinafter called "SELLER"), for acquisition by BUYER from SELLER of certain real property interests for the Moreno Project (hereinafter called "PROJECT").

RECITALS

- A. SELLER is the owner of certain real property located in the city of Moreno Valley, County of Riverside, State of California, consisting of approximately 1,534,183 square feet (35.22 acres) of vacant land, commonly known as Assessor's Parcel Nos. ("APNs") 488-260-011, 488-260-012, 488-260-013, 488-260-014 and the related improvements, appurtenances and certain related personal and intangible property, if any, ("SELLER PROPERTIES").
- B. SELLER desires to sell and BUYER desires to purchase SELLER PROPERTIES as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT FOR PURCHASE AND SALE OF FEE INTERESTS. 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 simple interest of that certain real property which consists of undeveloped, raw land, located in the city of Moreno Valley, County of Riverside, State of California, commonly known as APNs 488-260-011, 488-260-012, 488-260-013, 488-260-014, and more particularly described in Exhibit "A" attached hereto and incorporated by this reference.

A. The fee simple interest which affect a section of land that will hereinafter be referred to as RCFC Parcel Nos. 4828-1, 4828-2, 4828-3, 4828-4. Said section of land contains approximately 1,534,183 square feet (35.22 acres) and is described in Exhibit "A" and attached hereto and by this reference incorporated herein by this reference.

Said above-listed interests in real property will hereinafter be collectively referred to as the SELLER PROPERTIES.

2. PURCHASE PRICE. The Purchase Price that BUYER shall pay to SELLER as consideration for SELLER PROPERTIES is:

SEVENTEEN MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS
(\$17,260,000)

All payments specified in this section shall be made in legal tender by cash, cashier's check or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at the close of escrow.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon SELLER PROPERTIES 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 oral, written or electronic notice prior to entering SELLER PROPERTIES. BUYER shall and hereby does agree to 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 or its agents and representatives activities/inspection(s) at the SELLER PROPERTIES pursuant to this Section 3. BUYER shall not permit or perform any physical testing or inspections, including but not limited to borings, drilling or samplings, to be done on or at SELLER PROPERTIES without SELLER's prior written consent. If BUYER fails to acquire SELLER PROPERTIES for any reason due to BUYER's default, this Agreement will terminate upon the termination of BUYER's right to purchase SELLER PROPERTIES. In such event, BUYER shall remove or cause to be removed all of BUYER's personal properties, facilities, tools, and equipment from SELLER PROPERTIES. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from SELLER PROPERTIES within ten (10) business days from the date that BUYER's license to inspect SELLER PROPERTIES terminates under this Section or elsewhere in this Agreement, SELLER has the right to remove said personal property, facilities, tools, and equipment from SELLER PROPERTIES. BUYER shall be responsible for all reasonable costs, and shall promptly reimburse SELLER for all reasonable costs, incurred by SELLER in any such removal by SELLER.
4. ESCROW / ESCROW INTRUCTIONS / CLOSE OF ESCROW / DEPOSIT. The Parties will establish an escrow at Lawyers Title Insurance Company ("Escrow Agent") to accommodate the transaction contemplated by this Agreement. If the Escrow Agent is unwilling or unable to perform, DISTRICT shall designate another Escrow Agent. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Agent receives a fully executed copy of this Agreement. The Parties shall open an escrow within ten (10) business days of the date on which this Agreement is fully executed and delivered 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 shall not occur prior to July 1, 2024, nor shall occur later than July 31, 2024, unless agreed to by BUYER and SELLER in writing. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder ("Escrow Instructions") as may reasonably be required to consummate the transaction contemplated by this Agreement. Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law, and practice of the community in which the Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. The Escrow Instructions shall not conflict, amend or supersede any provisions of this

Agreement and shall be acceptable to BUYER and SELLER in their reasonable discretion, and in the event of conflict between this Agreement and the Escrow Instructions, 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. BUYER to deposit Six Million Dollars (\$6,000,000) upon opening of Escrow. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of SELLER PROPERTIES as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 6 and 11; (b) disburse the deposit and 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 fully executed Grant Deed in favor of BUYER attached to this Agreement as Exhibit "B", respectively, and by this reference incorporated herein, to be recorded with the County Recorder and conformed copies obtained thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue the Title Policy for SELLER PROPERTIES 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. TAX-DEFERRED EXCHANGE. SELLER may use the proceeds from the sale of SELLER PROPERTIES to effect one or more tax deferred exchanges under Internal Revenue Code §§ 1031. BUYER agrees to accommodate SELLER in effecting such tax-deferred exchange. SELLER shall have the right, expressly reserved herein, to elect such tax-deferred exchange at any time before the Close of Escrow. SELLER and BUYER agree, however, that consummation of the purchase and sale of SELLER PROPERTIES is not conditioned on such exchange. If SELLER elects to make a tax-deferred exchange, BUYER agrees to execute such additional escrow instructions, deeds, documents, agreements or instruments to affect this exchange, provided that BUYER shall incur no additional costs, expenses or liabilities in this transaction as a result of or in connection with this exchange. SELLER agrees to hold BUYER harmless from any liability, damages or costs, including reasonable attorney fees that may arise from BUYER's participation in such exchange.
6. TITLE AND TITLE INSURANCE. Within five (5) days of the Opening of Escrow, Lawyers Title Company (the "Escrow Agent") shall obtain and issue a preliminary title report for the SELLER PROPERTIES. Escrow Agent will deliver the preliminary title

report containing hyperlinks to all instruments identified as vesting and exceptions to BUYER and SELLER. Hyperlinks allow the BUYER and SELLER to access said instruments at their convenience. Escrow Agent will ensure BUYER's title to SELLER PROPERTIES, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance ("Title Policy"). BUYER shall pay for the cost of the Title Policy. The Title Policy provided for pursuant to this Section 6 will insure BUYER's interest in SELLER PROPERTIES 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 SELLER PROPERTIES.
 - 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 SELLER PROPERTIES 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 SELLER PROPERTIES 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.
7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the SELLER PROPERTIES 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 SELLER PROPERTIES that would be deemed dangerous or create a risk of harm to any person.
8. 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 PROPERTIES 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 PROPERTIES by improvements on any adjoining properties, nor do any buildings or improvements on the SELLER PROPERTIES encroach onto other properties.
- C. Until the Close of Escrow, SELLER shall maintain the SELLER PROPERTIES in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts, if any, affecting SELLER PROPERTIES.
- D. SELLER has good and marketable title to the SELLER PROPERTIES. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in SELLER PROPERTIES owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the SELLER PROPERTIES, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the SELLER PROPERTIES. No assessment lien or bond encumbers the SELLER PROPERTIES, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the SELLER PROPERTIES and shall not do anything that would impair SELLER's title to any portions of SELLER PROPERTIES.
- 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 SELLER PROPERTIES 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 8 not to be true as of closing, promptly 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 PROPERTIES or transport any Hazardous Materials to or from SELLER PROPERTIES 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 SELLER PROPERTIES prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25281 of the California Health and Safety Code,

Division 20, Chapter 6.7 (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 under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (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 amended by Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).

- H. SELLER represents and warrants that, to the best of SELLER's knowledge, SELLER PROPERTIES are in compliance with all applicable statutes and regulations, including environmental, health and safety requirements.
- 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 PROPERTIES 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.

9. 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 are, or at the Closing Date will be, legal, valid and binding obligations of BUYER and can consummate the interest, including, but not limited to, any supplemental instructions required to complete the transaction.

10. 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 fee title to SELLER PROPERTIES by

execution and delivery with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "B", Grant Deed 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 PROPERTIES 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 SELLER PROPERTIES 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 reasonably 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 interests including, but not limited to, any supplemental instructions required to complete the transaction.

11. 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 SELLER's

PROPERTIES;

- 2) All costs associated with SELLER's broker representation, including commission;
- 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 recording the Deed if any; and
- 4) BUYER's share of prorations, if any.

C. Prorations. All receipts and disbursements of SELLER PROPERTIES will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

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

12. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, receives SELLER's and BUYER's written approval, 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.
13. 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.
14. 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.
15. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, by email, 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. Notices sent by email shall be effective on the same business day as sent. If a notice or demand is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. 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: Mr. David A. Dye
907 Van Ness Avenue
Torrance, CA 90501
Email: aavoian@gmail.com

COPY TO: Morasse Collins & Clark, APC
1401 Dove Street, Suite 310
Newport Beach, CA 92660
Attn: Crayton Clark & Steven Morasse
Email: cray@mcc-lawyers.com
Email: steve@mcc-lawyers.com

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

Email: yking@rivco.org

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

ESCROW HOLDER: Lawyers Title Insurance Company
Debbie Strickland, Escrow Officer
3480 Vine Street, #100
Riverside, CA 92507
dstrickland@ltic.com

16. 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 specifically set forth in this Agreement, the right to terminate this Agreement and the Escrow for the purchase and sale of SELLER PROPERTIES 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 specifically set forth in this Agreement.
- 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 which 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 16.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.

17. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the PROPERTIES, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

18. 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.

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[Signatures on following page]

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

SELLER:

AVOIAN PROPERTY GROUP, LP a California limited partnership

By: Avoian Financial, LLC, a California limited liability company
General Partner

Date: 5-02-2024

By: Elizabeth A. Dye
ELIZABETH ANN DYE, Managing Member

BUYER:

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

Date: 5/21/2024

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

Date: 5-6-2024

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: Brad Holly
BRADEN HOLLY
Deputy County Counsel

Date: 5/8/24

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: Naomy Li

Project: Moreno
Project No. 4-0-00828
APNs 488-260-011, 488-260-012, 488-260-013, 488-260-014
RCFC Parcel Nos. 4828-1, 4828-2, 4828-3, 4828-4
5/2/24
MCR:rlp

EXHIBIT "A"

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL 1: (APN 488-260-013 & 488-260-014)

LOTS 2 AND 7 IN BLOCK 31, MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF HEMLOCK AVENUE, WITHIN SAID BLOCK, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOT 2.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 7, LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 27, 1962 AS INSTRUMENT NO. 119152 OF OFFICIAL RECORDS.

PARCEL 2: (APN 488-260-011 & 488-260-012)

LOTS 3, AND 6 IN BLOCK 31, MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF HEMLOCK AVENUE, WITHIN SAID BLOCK, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOT 3.

EXCEPT THEREFROM THOSE PORTIONS OF SAID LOT 6, LYING SOUTHERLY AND WESTERLY OF THE NORTHERLY AND EASTERLY LINES OF THOSE CERTAIN PARCELS CONVEYED TO THE STATE OF CALIFORNIA, BY DEEDS RECORDED NOVEMBER 1, 1962 AS INSTRUMENT NO. 101187 OF OFFICIAL RECORDS AND DECEMBER 27, 1962 AS INSTRUMENT NO. 119152 OF OFFICIAL RECORDS.

EXHIBIT "B"

Exhibit "B"

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: Moreno
Project No. 4-0-00828
APNs 488-260-011, 488-260-012,
488-260-013, 488-260-014
RCFC Parcel Nos. 4828-1, 4828-2, 4828-3, 4828-4

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, **AVOIAN PROPERTY GROUP, LP, a California limited partnership**, hereby grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, the real property in the city of Moreno Valley, County of Riverside, State of California, as described in Exhibit "A", attached hereto and made a part hereof.

AVOIAN PROPERTY GROUP, LP a
California limited partnership

By: Avoian Financial, LLC, a California limited
liability company General Partner

Date: _____

By: _____
ELIZABETH ANN DYE, Managing Member

(Notary Attached)

City of
Moreno Valley

HEMLOCK AVE

REDLANDS BLVD

488-320-001

488-260-011

488-260-013

488-260-015

488-320-008

488-260-012

488-260-014

488-260-016

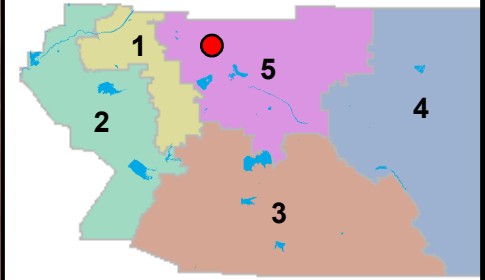
488-320-009

488-260-017

488-260-018



RCIT, Pictometry



Supervisory Districts

Legend

- Parcels Location
- Subject Property

Description

Project No. 4-0-00828

Subject Properties:

- 488-260-011
- 488-260-012
- 488-260-013
- 488-260-014



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Moreno MDP Project



Vicinity Map