

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



ITEM: 11.3
(ID # 25024)

MEETING DATE:
Tuesday, June 04, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2024-18, Authorization to Purchase from So Cal Sandbags, Inc., a California Corporation, a Fee Simple Interest in Real Property Located in the Unincorporated Area of Corona Known as Temescal Canyon, County of Riverside, State of California, Assessor's Parcel Number 394-020-002, Also Referred to as RCFC Parcel No. 2052-53, by Grant Deed, Temescal Creek Floodplain Acquisition Project, Project No. 2-0-00052, CEQA Exempt, District 2. [\$800,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

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

Continued on Page 2

ACTION:Policy

Jason Urley, GENERAL MGR-CHF FLD CNTRL ENG 5/15/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez 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: June 4, 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. F2024-18, Authorization to Purchase from So Cal Sandbags, Inc., a California corporation, a Fee Simple Interest in Real Property ("Authorization") Located in the Unincorporated Area of Corona Known as Temescal Canyon, County of Riverside, State of California, Assessor's Parcel Number 394-020-002, Also Referred to as RCFC Parcel No. 2052-53, by Grant Deed, Temescal Creek Floodplain Acquisition Project, Project Number 2-0-00052;
3. Approve the attached 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 So Cal Sandbags, Inc., a California corporation, and authorize the Chair of the District's Board of Supervisors ("Board") to execute the Agreement and Grant Deed 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	\$ 800,000	\$ 0	\$ 800,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25120-947420-540040 - Zone 2 Construction/Maintenance/Misc. Land			Budget Adjustment: No	
			For Fiscal Year: 2023/2024	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

So Cal Sandbags, Inc., a California corporation, ("Seller") is the owner of real property located at 26675 Hostettler Road in the Unincorporated Area of Corona Known as Temescal Canyon, County of Riverside, State of California, identified with Assessor's Parcel Number ("APN") 394-020-002 ("Property") and is located within the Temescal Creek Floodplain Acquisition Project ("Project").

The District desires to acquire from the Seller, and the Seller desires to sell to the District the Seller's Property, which consists of 211,702+/- square feet (4.86+/- acres) and has been identified as a priority parcel as it is located within the Temescal Creek Floodplain area. The acquisition of Seller's Property, referenced as RCFC Parcel Number 2052-53 by the District, will prevent development encroachment into the floodplain. No construction or future facilities are proposed at this time, although the District may use the site in the future for flood control and/or water recharge improvements.

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Acquisition of the Property has been negotiated with the Seller who is a willing seller. District staff recommends the approval of the Agreement negotiated with the Seller for the settlement of Eight Hundred Thousand Dollars (\$800,000). The Agreement covers the fee title interest of the Property. The consideration for the real property is determined reasonable as it is the current market value.

Pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board 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 Number F2024-18 have been approved as to form by County Counsel.

Environmental Findings

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

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

ATTACHMENTS:

1. Resolution No. F2024-18

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

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

P8/256177

YK:mm



Jason Farin, Principal Management Analyst

5/28/2024



Aaron Gettis, Chief of Deputy County Counsel

5/22/2024

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2024-18

AUTHORIZATION TO PURCHASE A FEE SIMPLE INTEREST IN REAL PROPERTY FROM SO CAL SANDBAGS, INC., A CALIFORNIA CORPORATION, LOCATED IN THE UNINCORPORATED AREA OF CORONA KNOWN AS TEMESCAL CANYON, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TEMESCAL CREEK FLOODPLAIN ACQUISITION PROJECT, PROJECT NO. 2-0-00052, ASSESSOR'S PARCEL NUMBER 394-020-002, ALSO REFERRED TO AS RCFC PARCEL NO. 2052-53, BY GRANT DEED

WHEREAS, So. Cal. Sandbags, Inc., a California corporation ("Seller"), is the owner of certain real property located at 26675 Hostettler Road, in the unincorporated area of Corona known as Temescal Canyon, County of Riverside, State of California, commonly identified with Assessor's Parcel Number ("APN") 394-020-002 ("Property"); and

WHEREAS, the Riverside County Flood Control and Water Conservation District's, a body corporate and politic ("District"), desires to acquire from the Seller and the Seller desires to sell to the District the Property pursuant to the terms of the negotiated Agreement for Purchase and Sale of Real Property ("Agreement") for Eight Hundred Thousand Dollars (\$800,000.00); and

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

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

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

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

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE 5/29/24
RYAN D. YABKO

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

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

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

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

15 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by vote
16 of the District's Board in regular session assembled on Tuesday, June 4, 2024, at 9:30 a.m. or soon
17 thereafter, in the meeting room of the District's Board located on the 1st Floor of the County
18 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based upon the
19 evidence and testimony presented on the matter, both written and oral, as it relates to this
20 acquisition, has determined the following:

- 21 1. The proposed purchase of a fee simple interest in real property is exempt from CEQA
22 pursuant to Sections 15325(a), (d) of the CEQA Statute and Guidelines for "transfers
23 of ownership of interest in land to preserve existing natural conditions and historical
24 features," because the District is merely purchasing interest in real property to preserve
25 the existing natural conditions and prevent encroachment of development in the
26 floodplain.
- 27 2. Furthermore, the proposed 211,702+/- square feet (4.86-acre) purchase of real property
28 is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Statute and

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

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

8 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
9 authorizes the purchase of that certain real property located in the unincorporated area of Corona
10 known as Temescal Canyon, County of Riverside, State of California, consisting of an
11 approximately 211,702+/-square feet (4.86-acre) Property, located at 26675 Hostettler Road,
12 commonly identified with APN 394-020-002, also known as RCFC Parcel No. 2052-53, more
13 particularly described on Exhibit "A", attached hereto and by this reference incorporated herein,
14 in fee for a purchase price of Eight Hundred Thousand Dollars (\$800,000.00) from So.
15 Cal. Sandbags, Inc., a California corporation, by Grant Deed.

16 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Agreement
17 for Purchase and Sale of Real Property between the District and So. Cal. Sandbags Inc., a
18 California corporation, is hereby approved, and the Chair of the District's Board is authorized to
19 execute the same on behalf of the District.

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

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

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1 Board of Supervisors

RIVERSIDE COUNTY FLOOD CONTROL

2 AND WATER CONSERVATION DISTRICT

3
4 RESOLUTION NO. F2024- 18

5 AUTHORIZATION TO PURCHASE A FEE SIMPLE INTEREST IN REAL PROPERTY FROM

6 SO CAL SANDBAGS, INC., A CALIFORNIA CORPORATION, LOCATED IN THE

7 UNINCORPORATED AREA OF CORONA KNOWN AS TEMESCAL CANYON, COUNTY OF

8 RIVERSIDE, STATE OF CALIFORNIA, TEMESCAL CREEK FLOODPLAN ACQUISITION

9 PROJECT, PROJECT NO. 2-0-00052, ASSESSOR'S PARCEL NUMBER 394-020-002, ALSO

10 REFERRED TO AS RCFC PARCEL NO. 2052-53, BY GRANT DEED

11
12 ROLL CALL:

13
14 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

15 Nays: None

16 Absent: None

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

21
22 KIMBERLY A. RECTOR, Clerk of said Board

23
24 By:  _____

25 Deputy

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, SOUTH $1^{\circ} 23' 43''$ WEST 165.16 FEET;
THENCE NORTH $88^{\circ} 36' 18''$ WEST 37.49 FEET;
THENCE NORTH $1^{\circ} 23' 42''$ EAST 164.66 FEET TO THE NORTHERLY LINE OF SAID SOUTH HALF; THENCE ALONG THE NORTHERLY LINE, SOUTH $89^{\circ} 22' 00''$ EAST 37.50 TO THE POINT OF BEGINNING, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 22, 1975 AS INSTRUMENT NO. 87651, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBER: 394-020-002

Project: Temescal Creek Floodplain Acquisition Project
 Project No. 2-0-00052
 RCFC Parcel No. 2052-53
 APN 394-020-002

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 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "BUYER") and SO CAL SANDBAGS, INC., a California corporation (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property interest for the Temescal Creek Floodplain Acquisition Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. SELLER is the owner of real property located at 26675 Hostettler Road, in the unincorporated area known as Corona, County of Riverside, State of California, consisting of approximately 211,702± square feet (4.86± acres) with Assessor's Parcel Number ("APN") 394-020-002 ("SELLER's PROPERTY").
- B. SELLER desires to sell and BUYER desires to purchase SELLER's PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following fee interest in certain real property located at 26675 Hostettler Road, in the unincorporated area known as Corona, County of Riverside, State of California, consisting of approximately 211,702± square feet (4.86± acres), identified with APN 394-020-002.

- A. The fee interest affects a section of land that will hereinafter be referred to as RCFC Parcel Number 2052-53, identified with APN 394-020-002. Said section of land contains approximately 211,702± square feet (4.86± acres).

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

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

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for RCFC Parcel No. 2052-53 described in Section 1.A is:

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

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

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER or its authorized agent's permission to enter upon SELLER's PROPERTY at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least seven (7) business days prior written or oral notice before entering the SELLER's PROPERTY. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments arising from or that are in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto SELLER's PROPERTY pursuant to this Section 3. If BUYER fails to acquire the Property due to BUYER's default, this Agreement will terminate upon the termination of BUYER's right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from the SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools and equipment from SELLER's PROPERTY within ten (10) business days of the date that BUYER's Agreement terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from SELLER's PROPERTY after entering SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
4. ESCROW. The Parties will establish an escrow at Lawyers Title Insurance Company ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The Parties shall open an escrow within five (5) business days of the date on which this Agreement is fully executed by the Parties. Close of Escrow means the date on which the Grant Deed is recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than sixty (60) days after the Opening of Escrow. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
- A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 5 and 10; (b) disburse the balance of the Purchase Price to SELLER; and (c)

disburse the balance of any excess proceeds deposited by BUYER to BUYER.

- B. Recording. Cause the Grant Deed in favor of BUYER to be recorded in the Official Records of the County of Riverside and obtain conformed copies thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue Title Policy for the title fee interest referred to as RCFC Parcel No. 2052-53 to BUYER.
 - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
 - E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of or supplement to any instructions must be in writing.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Land Title Insurance Company (the "Escrow Holder") shall obtain and issue a preliminary title report for the Property. Escrow Holder will deliver the preliminary title report containing hyperlinks to all instruments identified as vesting and exceptions to BUYER and SELLER. Hyperlinks allow the BUYER and SELLER to access said instruments at their convenience. Escrow Holder will ensure BUYER's 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 \$800,000.00 ("Title Policy"). BUYER shall pay for the cost of the Title Policy. The Title Policy provided for pursuant to this Section 5 will insure BUYER's interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):
- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.

Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER's best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER's fee interest in the SELLER's PROPERTY will be free and clear of all monetary liens and monetary encumbrances, including any taxes.

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.

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

6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of SELLER's PROPERTY by BUYER, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow. SELLER shall not cause or create any conditions on the Property that would be deemed dangerous or create a risk of harm to any person. SELLER releases BUYER and BUYER shall not be responsible for any and all liability or claims associated in any way with the acts or omissions by SELLER, including, but not limited to, the resulting condition of the Property and any potential claims by any third parties for payment.
7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:
 - A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting SELLER's PROPERTY or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.
 - B. To the best of SELLER's knowledge, there are no encroachments onto SELLER's PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on SELLER's PROPERTY encroach onto other properties.
 - C. Until the Close of Escrow, SELLER shall maintain SELLER's PROPERTY in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting SELLER's PROPERTY.
 - D. SELLER has good and marketable title to SELLER's PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in SELLER's PROPERTY owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of SELLER's PROPERTY, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on SELLER's PROPERTY. No assessment lien or bond encumbers SELLER's PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting SELLER's PROPERTY and shall not do anything that would impair SELLER's title to any of SELLER's PROPERTY.
 - E. To the best of SELLER's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Property may be bound.

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

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

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

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

9. CLOSING CONDITIONS.

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

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

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

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

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

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

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

A. SELLER shall pay or be charged:

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

B. BUYER shall pay or be charged:

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

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

Price will be adjusted on the following basis:

1. Tax Exempt Agency. All Parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.
 2. Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the Property and, therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.
11. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.
 12. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER's representation, warranties or covenants provided in this Agreement. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environmental, nuisance, pollution, contamination, leak, spills, release or other adverse effects on the environment). This indemnity extends only to liability created prior to or up to the date of the Close of Escrow. Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of this transaction.
 13. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of BUYER for the purpose of administering and

performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.

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

SELLER:	So. Cal. Sandbags, Inc. Attention: Peter Rasinski, CEO 12620 Bosley Lane Corona, CA 92883
BUYER:	Riverside County Flood Control and Water Conservation District Attention: Yolanda Wilder Principal Real Property Agent 1995 Market Street Riverside, CA 92501
COPY TO:	Riverside County Counsel Attention: Ryan Yabko Deputy County Counsel 3960 Orange Street, Suite 500 Riverside, CA 92501-3674
ESCROW HOLDER:	Lawyers Title Company Attention: Debbie Strickland Escrow Officer 3480 Vine Street, Suite 100 Riverside, CA 92660

15. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting Party and to Escrow Holder, and if the BUYER is the

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

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

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

- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- M. Brokers. SELLER and BUYER each represent and warrant to one another that such Party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER's Broker or any arising from or by reason of SELLER's conduct with respect to this transaction. The provisions of this Section 15.M. shall survive Closing hereunder or termination of this Agreement.
- N. Attorneys' Fees. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party may be entitled to recover reasonable attorneys' fees from the other Party only if the prevailing Party has prevailed in a judgment by a court of competent jurisdiction.
16. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.
17. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting Parties.

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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 date above.

SELLER:

**SO CAL SANDBAGS, INC.,
a California corporation**

Date: 5-7-24

By: *Peter Rasinski*
PETER RASINSKI, CEO

BUYER:

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

Date: 6/04/2024

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

Date: 5-7-2029

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

APPROVED AS TO FORM:

Minh C. Tran
COUNTY COUNSEL

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: *[Signature]*
RYAN YABKO
Deputy County Counsel

By: *[Signature]*
Deputy Clerk

Date: 5/21/24

Project: Temescal Creek Floodplain Acquisition Project
Project No. 2-0-00052
RCFC Parcel No. 2052-53
APN 394-020-002

YKW:rlp
04/25/24

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, SOUTH $1^{\circ} 23' 43''$ WEST 165.16 FEET;

THENCE NORTH $88^{\circ} 36' 18''$ WEST 37.49 FEET;

THENCE NORTH $1^{\circ} 23' 42''$ EAST 164.66 FEET TO THE NORTHERLY LINE OF SAID SOUTH HALF;

THENCE ALONG THE NORTHERLY LINE, SOUTH $89^{\circ} 22' 00''$ EAST 37.50 TO THE POINT OF BEGINNING, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 22, 1975 AS INSTRUMENT NO. 87651, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBER: 394-020-002

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: Temescal Creek Floodplain Acquisition Project
Project No. 2-0-00052
APN 394-020-002
RCFC Parcel No. 2052-53

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

GRANT DEED

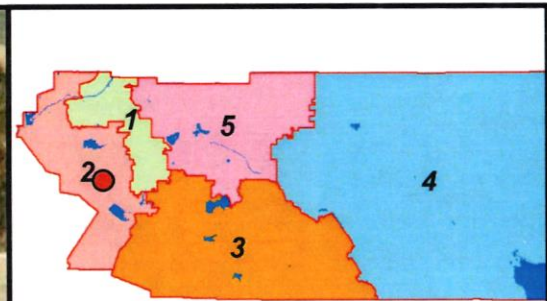
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SO CAL SANDBAGS, INC.**, a California corporation, grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, the real property in the unincorporated area known as Corona, County of Riverside, State of California, as described in Exhibit "A", attached hereto and made a part hereof.

APN 394-020-002

SO CAL SANDBAGS, INC. a California corporation

Date: _____

By: _____
Peter Rasinski, Chief Executive Officer



Supervisor Districts

Legend

- Assessor Parcel
- Parcel Location

Description

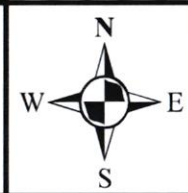
Project No. 2-0-00052
 RCFC Parcel No. 2052-53
 Subject Property: APN 394-020-002

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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



Vicinity Map