

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



ITEM: 11.2  
(ID # 25916)

**MEETING DATE:**

Tuesday, September 17, 2024

**FROM :** FLOOD CONTROL DISTRICT AND General Manager-Chief Engineer

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2024-23, Authorization to Purchase a Fee Simple Interest in Real Property Located in the City of Temecula, County of Riverside, State of California, Known as a Portion of Assessor's Parcel Number 951-400-027, Also Referred to as RCFC Parcel Number 7021-38, From Nelson and Nelson Properties Two, Inc., a California Corporation, by Grant Deed, Murrieta Creek Phase 2B Project, Project Number 7-0-00021, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 3. [\$132,000 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 15061(b)(3), the "Common Sense" exemption;

Continued on Page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

9/4/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Gutierrez  
Nays: None  
Absent: Spiegel  
Date: September 17, 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. F2024-23 ("Authorization"), Authorization to Purchase a Fee Simple Interest in Real Property Located in the City of Temecula, County of Riverside, State of California, Known as a Portion of Assessor's Parcel Number 951-400-027, Also Referred to as RCFC Parcel Number 7021-38, From Nelson and Nelson Properties Two, Inc., a California Corporation, by Grant Deed, Murrieta Creek Phase 2B Project, Project Number 7-0-00021;
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 Nelson and Nelson Properties Two, Inc., a California corporation, 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.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$132,000	\$0	\$132,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 25120-947420-540040 - Zone 7 Construction/Maintenance/Misc. Land			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

**Summary**

Nelson and Nelson Properties Two, Inc., a California corporation ("Seller"), is the owner of real property located in the city of Temecula, County of Riverside, State of California, identified with Assessor's Parcel Number ("APN") 921-400-027 ("Property") and located within the Murrieta Creek Phase 2B Project ("Project").

The District desires to acquire from the Seller and the Seller desires to sell to the District a portion of the Property, which consists of 9,682+/- square feet (0.22+/- acres) and has been identified as a priority parcel as it is located within the Project. The acquisition of the Property, referenced as RCFC Parcel No. 7021-38 by the District, will improve existing pipeline, junction structure, RCP outlets, v-ditch and relocation of existing water line and water line easement.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
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 One Hundred Thirty-Two Thousand Dollars (\$132,000). 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 No. F2024-23 have been approved as to form by County Counsel.

**Environmental Findings**

The Authorization is exempt from CEQA pursuant to CEQA Statute and Guidelines Section 15061(b)(3) ("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 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. F2024-23
2. Agreement for Purchase and Sale of Real Property
3. Vicinity Map

P8/258030  
TAH:mm

  
Douglas P. Dóñez Jr. 9/12/2024

**BOARD OF SUPERVISORS**

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

RESOLUTION NO. F2024-23

AUTHORIZATION TO PURCHASE A FEE SIMPLE INTEREST IN REAL PROPERTY LOCATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, KNOWN AS A PORTION OF ASSESSOR'S PARCEL NUMBER 921-400-027, ALSO REFERRED TO AS RCFC PARCEL NUMBER 7021-38, FROM NELSON AND NELSON PROPERTIES TWO, INC., A CALIFORNIA CORPORATION, BY GRANT DEED, MURRIETA CREEK PHASE 2B PROJECT, PROJECT NUMBER 7-0-00021

**WHEREAS**, Nelson and Nelson Properties Two, Inc., a California corporation ("Seller"), is the owner of certain real property located in the city of Temecula, County of Riverside, State of California, commonly identified with Assessor's Parcel Number ("APN") 921-400-027 ("Property"); and

**WHEREAS**, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), desires to acquire from the Seller and the Seller desire to sell to the District a portion of the Property pursuant to the terms of the negotiated Agreement for Purchase and Sale of Real Property ("Agreement") for One Hundred Thirty-Two Thousand Dollars (\$132,000); and

**WHEREAS**, the Property has been identified as priority parcel as it is located within the Murrieta Creek Phase 2B project; and

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

**WHEREAS**, the District will improve existing pipeline, junction structure, RCP outlets, v-ditch and relocation of existing water line and water line easement; 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: [Signature] DATE 9/4/24  
RYAN D YABKO

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

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

5 **WHEREAS**, the acquisition of parcels is exempt from the California Environmental  
6 Quality Act ("CEQA") and any potential future use of the site would undergo the appropriate  
7 CEQA review process once and if a project has been identified, vetted and proposed; and

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

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

- 16 1. The proposed 9,682+/-square feet (0.22+/-acre) purchase of a fee simple interest in real  
17 property is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines,  
18 the "Common Sense" exemption, because it can be seen with certainty that there is no  
19 possibility that the activity will have a significant effect on the environment; the purchase  
20 of a fee simple interest in real property does not involve any physical change in the  
21 environment.
- 22 2. Based upon the exemptions identified above, the District hereby concludes that no physical  
23 environmental impacts are anticipated to occur as a result of the purchase of a fee simple  
24 interest in real property and the acquisition is exempt from CEQA.

25 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board  
26 authorizes the purchase a portion of that certain real Property located in the city of Temecula,  
27 County of Riverside, State of California, consisting of approximately 9,682+/- square feet (0.22+/-  
28 acre), commonly identified with APN 921-400-027, also known as RCFC Parcel No. 7021-38,

1 more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and by  
2 this reference incorporated herein, in fee for a purchase price of One Hundred Thirty-Two  
3 Thousand Dollars (\$132,000) from Nelson and Nelson Properties Two, Inc., a California  
4 corporation, by Grant Deed.

5 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Agreement  
6 for Purchase and Sale of Real Property between Nelson and Nelson Properties Two, Inc., a  
7 California corporation, is hereby approved, and the Chair of the District's Board is authorized to  
8 execute the same on behalf of the District.

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

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

15

16

17 ROLL CALL:

18 Ayes: Jeffries, Washington, Perez, and Gutierrez

19 Nays: None


20 Absent: Spiegel

21

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

23

24 KIMBERLY A. RECTOR, Clerk of said Board

25 By:  \_\_\_\_\_  
26 Deputy

27

28

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**MURRIETA CREEK – PHASE 2B**

**Parcel No. 7021-38**

APN: 921-400-027

In the City of Temecula, County of Riverside, State of California, being that portion of Lot 12 and Lot "C", Tract No. 16178-1, filed on Book 127, Pages 22 through 24, inclusive, of Maps, records of said County, described as follows:

**Beginning** at the most Southerly corner of said Lot 12;

Thence North 42°46'26" East 99.38 feet along the southerly line of said Lot 12 and the northeasterly prolongation thereof ;

Thence North 36°07'38" West 45.06 feet;

Thence North 47°20'04" West 15.34 feet;

Thence South 54°15'16" West 36.71 feet;

Thence North 32°55'27" West 59.30 feet;

Thence South 42°39'56" West 58.14 feet to the southwesterly line of said Lot 12;

Thence South 34°16'45" East 127.46 feet along said southwesterly line of said Lot 12 to the **Point of Beginning**.

Containing 9,682 square feet / 0.222 acres more or less.

See Exhibit "B" attached hereto and made a part hereof.




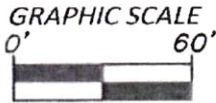
  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 6-18-24

EXHIBIT "B"



1 INCH = 60 FEET

TR. NO. 16178-1  
MB 127/22-24

TRACT NO. 16178-1  
BOUNDARY

LOT 12

NORTHWESTERLY LINE  
OF LOT "C"

APN: 921-400-027

LOT "C"

☐ VIA MONTEZUMA

MB 61/75-76

SOUTHWESTERLY LINE  
OF LOT 12

PARCEL  
7021-38

SOUTHERLY LINE  
OF LOT 12

P.O.B.

☐ DEL RIO RD.

APN: 921-740-004

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N42°46'26"E	99.38'
L2	N36°07'38"W	45.06'
L3	N47°20'04"W	15.34'
L4	S54°15'16"W	36.71'
L5	N32°55'27"W	59.30'
L6	S42°39'56"W	58.14'
L7	S34°16'45"E	127.46'

LEGEND:

- — — — — LOT LINE
- ..... TRACT BOUNDARY
- — — — — CENTERLINE
- RIGHT OF WAY LINE
- DESCRIBED ON EXHIBIT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	MURRIETA CREEK - PHASE 2B	SCALE 1"=60'	DRAWN BY JRR
RCFC-WCD PARCEL NUMBER(S):	7021-38	DATE 6/10/24	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	7-0-00021	SHEET NO.	1 OF 1



Project: Murrieta Creek Phase 2B  
Project No. 7-0-00021  
Portion of APN 921-400-027  
RCFC Parcel No. 7021-38

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 27<sup>th</sup> day of August, 2024 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (hereinafter called "DISTRICT" or "BUYER") and NELSON AND NELSON PROPERTIES TWO, INC., a California Corporation (herein after called "SELLER") for acquisition by BUYER from SELLER of certain real property interest for the Murrieta Creek Phase 2B 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 certain real property located in the City of Temecula, County of Riverside, State of California, consisting of approximately 125,888 square feet (2.89+/- acres) of land, with Assessor's Parcel Number ("APN") 921-400-027.
- B. SELLER desires to sell and BUYER desires to purchase a portion of the PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, in fee, a portion of the SELLER'S PROPERTY in the city of Temecula, County of Riverside, State of California, consisting of approximately 9,682 square feet (0.22+/- acres) identified with APN 921-400-027 ("SELLER'S PROPERTY").
  - A. The fee interest will hereinafter be referred to as "RCFC Parcel No. 7021-38" identified with APN 921-400-027.

The respective sections of land affected by SELLER'S PROPERTY is legally described in Exhibit "A" and Exhibit "B", attached hereto and by this reference incorporated herein.

- 2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER is:
  - A. One Hundred Thirty-Two Thousand Dollars (\$132,000.00) ("Funds").

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

3. PERMISSION TO ENTER ON 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 reasonable oral, written or electronic notice prior to entering 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 SELLER'S PROPERTY such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from 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 from the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from SELLER'S PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from SELLER'S PROPERTY after entering SELLER'S PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
4. ESCROW. The Parties will establish an escrow at Commonwealth Land Title Insurance Company ("Escrow Holder") to accommodate the transaction contemplated by this Agreement. If the Escrow Agent/Agency is unwilling or unable to perform, District shall designate another Escrow/Agency. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The Parties shall open an escrow within ten (10) business days of the date on which this Agreement is fully executed by the Parties. Close of Escrow means the date on which the Grant Deed is recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than forty-five (45) days after the Opening of Escrow. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
- A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of SELLER'S PROPERTY as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Section 12; (b) process the documents for the Purchase Price as described herein; (c) disburse the balance of the Purchase Price to SELLER; and (d) disburse 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 "C", incorporated herein to be recorded with the Riverside 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 the title fee interest referred to as RCFC Parcel No. 7021-38 to BUYER.
  - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
  - E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of or supplement to any instructions must be in writing.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Commonwealth Land Title Insurance Company (the "Escrow Holder") shall obtain and issue a preliminary title report for SELLER'S 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 SELLER'S PROPERTY, which is described above in Section 2, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of Two Hundred Thousand Dollars (\$132,000.00) ("Title Policy"). BUYER shall pay for the cost of the Title Policy. The Title Policy provided for pursuant to this Section 5 will ensure BUYER's interest in SELLER'S PROPERTY is 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'S PROPERTY.
  - B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the preliminary title report and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions, Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER'S best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept SELLER'S 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

interest in SELLER'S PROPERTY will be free and clear of all monetary liens and monetary encumbrances, including any taxes.

- C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of the Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be current at the Close of Escrow.
  - D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of SELLER'S PROPERTY by BUYER, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all Parties.
7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:
- A. To the best of SELLER'S knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the SELLER'S PROPERTY or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.
  - B. To the best of SELLER'S knowledge, there are no encroachments onto the SELLER'S PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on the SELLER'S PROPERTY encroach onto other properties.
  - C. Until the Close of Escrow, SELLER shall maintain the 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 the 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 the 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 portions 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 SELLER'S 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 Sections 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) defined as "hazardous" or "extremely hazardous" pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Sections 66261.3 and 66261.110; (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, the SELLER'S PROPERTY is 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 Close of Escrow are, or on the Closing Date will be, duly authorized, executed and delivered by SELLER and are, or at the Closing Date will be, legal, valid and binding obligations of SELLER, and do not, or 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, 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 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 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 SELLER'S PROPERTY is expressly conditioned on the fulfillment of each of the following conditions at or before 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 SELLER'S 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 SELLER'S PROPERTY;
- 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 Natural Hazard Disclosure Statement;
- 4) Cost of recording Deed, if any; and
- 5) BUYER's share of prorations, if any.

- C. Prorations. All receipts and disbursements of SELLER'S 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 SELLER'S 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.
  
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) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as



provided below for the respective party. The Parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

SELLER: Nelson and Nelson Properties Two, Inc.  
P.O. Box 5161  
Hemet, CA 92590  
Attention: Eric Nelson

BUYER: Riverside County Flood Control  
and Water Conservation District  
Attention: Yolanda K. 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

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. Cost of said Natural Hazard Disclosure Statement to be paid by BUYER.
- 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 SELLER'S 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 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 transaction contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Close of Escrow, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether 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.

16. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire SELLER'S 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 indicated on Page 1.

**SELLER:**

**NELSON AND NELSON PROPERTIES  
TWO, INC.,** a California Corporation

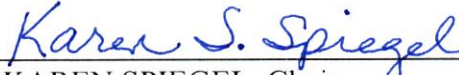
By:   
ERIC JAMES NELSON, CFO

Date: 8-27-24

**BUYER:**

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

Date: 9/17/2024

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

Date: 9/3/2024

By:   
JASON E. UHLEY  
General Manager-Chief Engineer


**APPROVED AS TO FORM:**

Minh C. Tran  
COUNTY COUNSEL

**ATTEST:**

KIMBERLY RECTOR  
Clerk of the Board

By:   
RYAN YABKO  
Deputy County Counsel

By:   
Deputy Clerk

Date: 9/4/24

Project: Murrieta Creek Phase 2B  
Project No. 7-0-00021  
APN: 921-400-027  
RCFC Parcel No. 7021-38

TH:MM

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

MURRIETA CREEK – PHASE 2B

Parcel No. 7021-38

APN: 921-400-027

In the City of Temecula, County of Riverside, State of California, being that portion of Lot 12 and Lot "C", Tract No. 16178-1, filed on Book 127, Pages 22 through 24, inclusive, of Maps, records of said County, described as follows:

**Beginning** at the most Southerly corner of said Lot 12;

Thence North 42°46'26" East 99.38 feet along the southerly line of said Lot 12 and the northeasterly prolongation thereof ;

Thence North 36°07'38" West 45.06 feet;

Thence North 47°20'04" West 15.34 feet;

Thence South 54°15'16" West 36.71 feet;

Thence North 32°55'27" West 59.30 feet;

Thence South 42°39'56" West 58.14 feet to the southwesterly line of said Lot 12;

Thence South 34°16'45" East 127.46 feet along said southwesterly line of said Lot 12 to the **Point of Beginning**.

Containing 9,682 square feet / 0.222 acres more or less.

See Exhibit "B" attached hereto and made a part hereof.



  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 6-18-24

EXHIBIT "B"



1 INCH = 60 FEET

TR. NO. 16178-1  
MB 127/22-24

TRACT NO. 16178-1  
BOUNDARY

LOT 12

NORTHWESTERLY LINE  
OF LOT "C"

APN: 921-400-027

LOT "C"

VIA MONTEZUMA

MB 61/75-76

SOUTHWESTERLY LINE  
OF LOT 12

PARCEL  
7021-38

SOUTHERLY LINE  
OF LOT 12

P.O.B.

38'

DEL RIO RD.

APN: 921-740-004

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N42°46'26"E	99.38'
L2	N36°07'38"W	45.06'
L3	N47°20'04"W	15.34'
L4	S54°15'16"W	36.71'
L5	N32°55'27"W	59.30'
L6	S42°39'56"W	58.14'
L7	S34°16'45"E	127.46'

LEGEND:

- LOT LINE
- ..... TRACT BOUNDARY
- CENTERLINE
- RIGHT OF WAY LINE
- DESCRIBED ON EXHIBIT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	MURRIETA CREEK - PHASE 2B	SCALE 1"=60'	DRAWN BY JRR
RCFC-WCD PARCEL NUMBER(S):	7021-38	DATE 6/10/24	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	7-0-00021	SHEET NO.	1 OF 1

EXHIBIT "C"

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)  
Murrieta Creek Phase 2B  
Project No. 7-0-00021  
RCFC Parcel No. 7021-38  
APN: 921-400-027 (portion)

SPACE ABOVE THIS LINE FOR  
RECORDERS USE ONLY  
**The undersigned grantor(s) declare(s)**  
DOCUMENTARY TRANSFER TAX \$ NONE

**GRANT DEED**

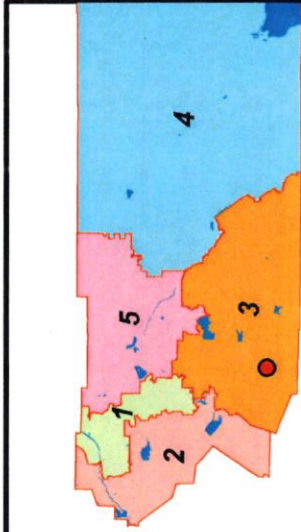
**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **NELSON AND NELSON PROPERTIES TWO, INC.**, a California Corporation, grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, the real property in the city of Riverside, County of Riverside, State of California, as described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

**SELLER:**

**NELSON AND NELSON PROPERTIES  
TWO, INC. a California Corporation**

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

By: \_\_\_\_\_  
ERIC JAMES NELSON, CFO



Supervisorial Districts

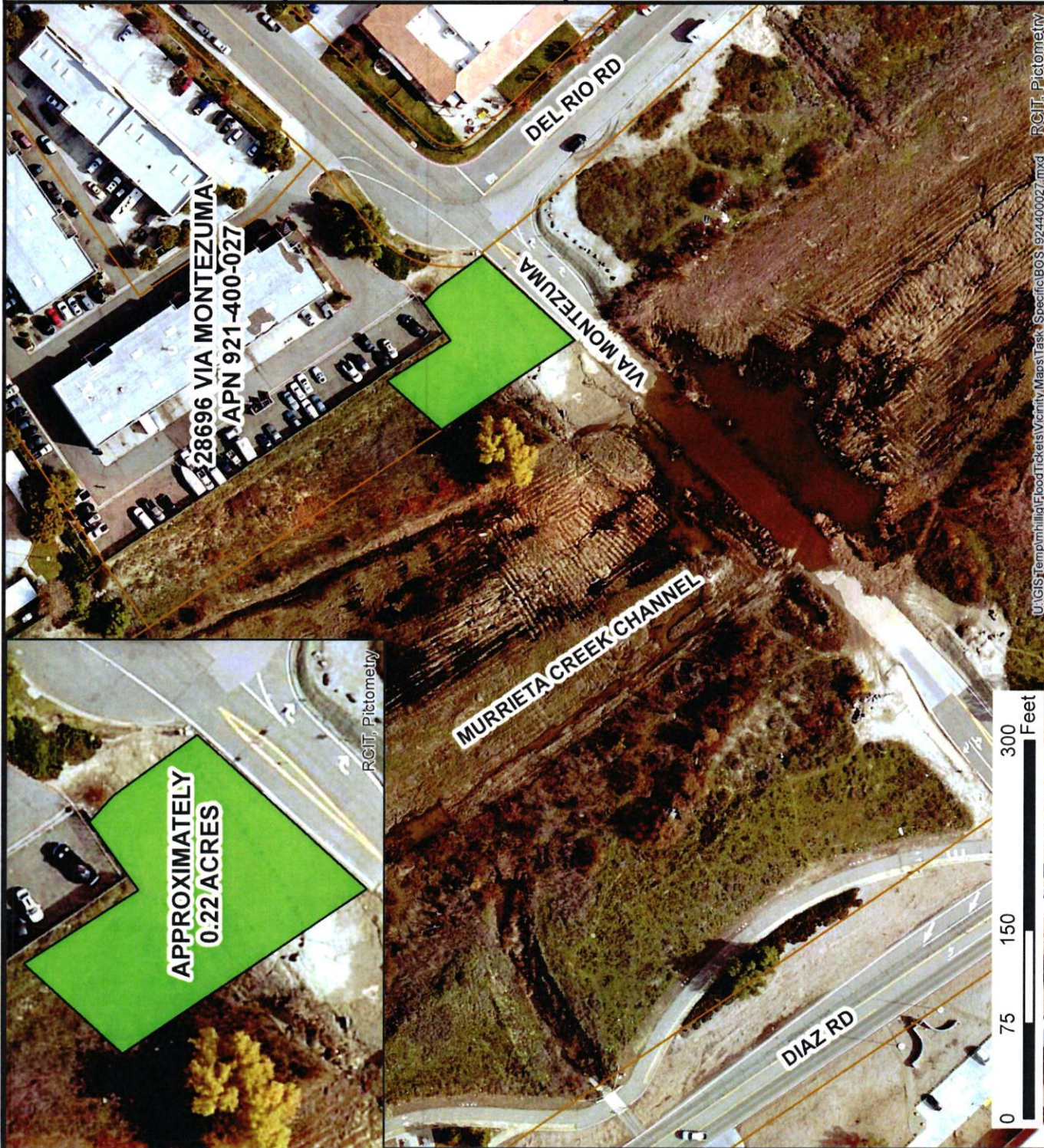
**Legend**

- RCFC ACQUISITION AREA
- Assessor Parcels
- Supervisorial District

**Description**

APN 921-400-027  
 28696 VIA MONTEZUMA  
 RCFC Parcel No. 7021-38

**Vicinity Map**



U:\GIS\Temp\himg\Flood\rcfc\rcfc\Map\Task\_Specific\BOS\_192400027.mxd  
 RCIT, Pictometry



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
**MURRIETA CREEK PROJECT - PHASE 2B**  
**FEE ACQUISITION EXHIBIT**

