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



ITEM: 11.1 (ID # 25892)

MEETING DATE:

Tuesday, October 01, 2024

Kimberly A. Rector

Clerk of the Board

FROM:

FLOOD CONTROL DISTRICT AND General Manager-Chief Engineer

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2024-22, Authorization to Sell a Fee Simple Interest in District-Owned Real Property (RCFC Parcel No. 4310-9A, Also Known as Being Adjacent to APN 331-060-029, and RCFC Parcel No. 4310-9B, Also Known as Being Adjacent to APN 331-060-023) Located in the County of Riverside to Airport Kirkwood, Ltd. by Quitclaim Deed, Romoland MDP Line A, Project No. 4-0-00310, CEQA Exempt per CEQA Guidelines Sections 15312 and 15061(b)(3), District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

 Find that the authorization to sell a fee simple interest in the Riverside County Flood Control and Water Conservation District ("District") owned real property is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15312 and Section 15061(b)(3);

Continued on Page 2

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: Absent: None

Date:

None

Date

October 1, 2024

ENERAL MOR CHE FLD CHTRL ENG

XC:

Flood, Chief-Engineer

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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:

- Adopt Resolution No. F2024-22, Authorization to Sell a Fee Simple Interest in District-Owned Real Property (RCFC Parcel No. 4310-9A, Also Known as Being Adjacent to APN 331-060-029, and RCFC Parcel No. 4310-9B, Also Known as Being Adjacent to APN 331-060-023) Located in the County of Riverside to Airport Kirkwood, Ltd. by Quitclaim Deed, Romoland MDP Line A, Project No. 4-0-00310;
- Approve that certain Agreement for Purchase and Sale of Real Property ("Agreement") between Airport Kirkwood, Ltd. and the District for the subject property, and authorize the Chair of the District's Board of Supervisors ("Board") to execute the same on behalf of the District;
- 4. Authorize the Chair of the District's Board to execute the Quitclaim Deed in favor of Airport Kirkwood, Ltd.; and
- 5. 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	\$0	\$0	\$0		\$0
NET COUNTY COST	\$0	\$0	\$0		\$0
SOURCE OF FUNDS	5: N/A		Budget Adj	ustment: No	
			For Fiscal	/ear: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns certain real property located in the County of Riverside, identified as RCFC Parcel Nos. 4310-9A and 4310-9B, being adjacent to APNs 331-060-023 and 331-060-029 ("Property"). The District recorded title to the Property on October 2, 2009 to construct the Romoland MDP Line A Project. The fee simple real property interest in the Property is no longer needed, and the District desires to sell the Property to the adjacent property owner as exempt surplus land.

On June 25, 2024 [Agenda Item 11.6], the District adopted District Resolution No. F2024-20 declaring the Property as exempt surplus land pursuant to California Government Code Section 54221(f)(1)(B) as the Property is less than one-half acre in area and not contiguous to land owned by a state or local agency used for open-space or low to moderate income housing. Pursuant to the Surplus Land Act ("SLA") Guidelines Section 400(e), local agencies that determine that property is exempt from the SLA must support such a determination with written findings and shall provide a copy of the written determination to the California Department of Housing and Community Development ("HCD") at least 30 days prior to disposition. The District

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

provided Resolution No. F2024-20 to HCD on July 1, 2024. On August 21, 2024, HCD notified the District that its declaration of the Property as exempt surplus land complied with the SLA. Pursuant to California Government Code Section 54222.3, the SLA "shall not apply to the disposal of exempt surplus land as defined in Section 54221 by an agency of the state or any local agency." The District has complied with the SLA and now may dispose of the Property consistent with its policies and procedures.

Pursuant to the Water Code Appendix, Chapter 48, Section 9 and Chapter 48, Section 13, the District may dispose of any interest in real property of every kind within or outside the District boundaries when necessary and convenient to the full exercise of its powers after adoption of a resolution declaring that a real property interest is no longer necessary to be retained for District use or purposes. The District does not require the fee interest of the Property because an easement for inundation is sufficient for the District's uses and purposes.

District staff has negotiated a value with the adjacent owner for the conveyance of this parcel. The attached Agreement provides the terms and conditions for the sale and the Quitclaim Deed to affect the conveyance. Under the terms of the Agreement, the adjacent owner will pay a total purchase price of \$7,150.00 (Seven Thousand One Hundred Fifty Dollars) for the Property.

California Environmental Quality Act Findings

Pursuant to CEQA, the proposed sale of the Property was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15312, Surplus Government Property Sales. The proposed sale of the Property is for a remnant surplus parcel which is no longer needed for the use by or purposes of the District and is not located within an area of statewide, regional or areawide concern. Furthermore, the Property does not have significant value for wildlife habitat or other environmental resources, the use of the Property and adjacent property has not changed since the time of acquisition by the District and the Property is of such size and shape that it is incapable of independent development or use. The proposed sale of the Property also is exempt under CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, because it can be seen with certainty that there is no possibility that the proposed sale of the Property will have a significant effect on the environment as it is merely the transfer of vacant land and does not authorize any subsequent land use.

Resolution No. F2024-22, the Agreement for Purchase and Sale of Real Property and the Quitclaim Deed have been approved as to form by County Counsel.

All associated costs with this action shall be borne by the adjacent owner.

Prev. Agn. Ref.: 11.6 of 06/25/24 MT 25301

Impact on Residents and Businesses

Increase in private property ownership.

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

ATTACHMENTS:

- 1. Resolution No. F2024-22
- 2. Agreement for Purchase and Sale of Real Property
- 3. Quitclaim Deed
- 4. Vicinity Map

P8/257890 JP:mm:rlp

Douglas Ordonez Jr.

9/24/2024

Aaron Gettis, Chief of Deputy County Counsel

9/18/2024

BRADEN & HO

FORM APPROVED COUNTY COUNSEL

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2024-22

AUTHORIZATION TO SELL A FEE SIMPLE INTEREST IN DISTRICT-OWNED REAL PROPERTY (RCFC PARCEL NO. 4310-9A, ALSO KNOWN AS BEING ADJACENT TO APN 331-060-029, AND RCFC PARCEL NO. 4310-9B, ALSO KNOWN AS BEING ADJACENT TO APN 331-060-023) LOCATED IN THE COUNTY OF RIVERSIDE, TO AIRPORT KIRKWOOD, LTD., BY OUITCLAIM DEED, ROMOLAND MDP LINE A, PROJECT NO. 4-0-00310

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), owns certain real property known as RCFC Parcel Numbers 4310-9A and 4310-9B ("Subject Property") in the County of Riverside, State of California, identified as being adjacent to Assessor's Parcel Numbers ("APN") 331-060-023 and 331-060-029;

WHEREAS, the District acquired the Subject Property by Grant Deed recorded October 2, 2009, as Instrument No. 0512962 in the Official Records of the County of Riverside as part of the Romoland MDP Line A Project, which consisted of the construction, operation and maintenance of a Flood Control Channel;

WHEREAS, the Subject Property consists of approximately 1,861 square feet of land and is legally described in Exhibit "A" and attached hereto and made a part hereof;

WHEREAS, the District received a request from Airport Kirkwood, Ltd., an adjacent property owner, to purchase the Subject Property as described in Exhibit "A";

WHEREAS, the District desires to sell the fee simple interest in the Subject Property to Airport Kirkwood, Ltd., and Airport Kirkwood, Ltd., desires to purchase the fee simple interest in the Subject Property from the District, and the parties have prepared a proposed Purchase and Sale Agreement ("Agreement") for the Subject Property;

WHEREAS, on June 25, 2024 (Agenda Item 11.6), the District's Board of Supervisors ("Board") adopted District Resolution No. F2024-20 declaring the fee simple interest of the Subject Property exempt surplus land pursuant to California Government Code Section 54221(f)(1)(B) that is no longer needed for the District's uses and purposes and giving notice of the District's intention to sell the Subject Property as exempt surplus that is not necessary for the District's purposes;

WHEREAS, pursuant to the California Water Code Appendix, Chapter 48, Section 9 and Chapter 48, Section 13, the District may dispose of any interest in real property within or outside of District

boundaries when necessary and convenient to the full exercise of its powers after adoption of a resolution declaring that a real property interest is no longer necessary to be retained for District uses or purposes;

WHEREAS, pursuant to the Surplus Land Act ("SLA") Guidelines Section 400(e), local agencies that determine that property is exempt from the SLA must support such a determination with written findings and shall provide a copy of the written determination to the California Department of Housing and Community Development ("HCD") at least 30 days prior to disposition;

WHEREAS, the District provided Resolution No. F2024-20 to HCD on July 1, 2024, and on August 21, 2024 HCD notified the District that its declaration of the Subject Property as exempt surplus land complied with the Surplus Land Act;

WHEREAS, pursuant to California Government Code Section 54222.3, the SLA "shall not apply to the disposal of exempt surplus land as defined in Section 54221 by an agency of the state or any local agency";

WHEREAS, the District has complied with the Surplus Land Act and now may dispose of the Subject Property consistent with its policies and procedures;

WHEREAS, WHEREAS, the District has reviewed and determined the sale of the Subject Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15312, Surplus Government Property Sales, as the Subject Property is not located in an area of statewide, regional, or areawide concern, does not have significant value for wildlife habitat or other environmental resources, the use of the Subject Property and adjacent property has not changed since the time of purchase by the District, and the Subject Property is of such size and shape that it is incapable of independent development or use. Additionally, the Subject Property is exempt under the "Common Sense" exemption pursuant to State CEQA Guidelines Section 15061(b)(3), as it can be seen with certainty that the property sale will not have significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the District's Board, in regular session assembled on or after August 27, 2024, at or after 9:30 a.m., in its meeting room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, finds that the environmental impacts of the project have been sufficiently assessed and it has been determined that the activity in question qualifies for the "Class 12" categorical exemption pursuant to State CEQA Guidelines Section 15312; and the sale is also consistent with the

"Common Sense" exemption pursuant to State CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment because the District is merely relinquishing and transferring fee title to a narrow strip of land to the Adjacent Owner and the action does not authorize any particular subsequent land use.

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the District's Board authorizes the sale of the fee simple interest in the Subject Property, located in the County of Riverside, State of California, for the purchase price pursuant to the terms and conditions of the Agreement and the conveyance of the Subject Property by Quitclaim Deed.

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the District's Board approves the Agreement, and the Chair of the District's Board is authorized to execute the Agreement and the Quitclaim Deed for the fee simple interest in the Subject Property on behalf of the District.

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

ROLL CALL:

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

Nays: None

Absent: None

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

KIMBERLY A. RECTOR. Clerk of said Board

By: Many C

EXHIBIT "A"

Those portions of Lot "P", as shown on the Map of Romola Farms No. 12, on file in Book 15, Pages 77 and 78 of Maps, records of Riverside County, lying southerly of the easterly extension of the north Line of Lot 1233 of said Romola Farms No. 12 and lying northerly of the easterly extension of the southerly line of said Lot 1233.

Excepting therefrom that portion acquired by the Riverside County Flood Control and Water Conservation District, by Final Order of Condemnation recorded July 22, 2008 as Instrument No. 398671, of Official Records.

Recorded at request of, and return to: AIRPORT KIRKWOOD, LTD c/o Lovett Industrial, LLC 610 Newport Center Drive, Suite 340 Newport Beach, CA 92660

Romoland MDP Line A Project No: 4-0-00310

RCFC Parcel Nos: 4310-9A and 4310-9B

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ NONE

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic herein, hereby remises, releases and quitclaims to AIRPORT KIRKWOOD, LTD., a Texas limited partnership, all that right, title and interest in and to the real property situated in the Lakeview Area, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and made a part hereof.

Adjacent Assessor's Parcel Numbers: 331-060-030 and 331-060-029

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Date 11/1/2/1/24

By: _

KAREN SPIEGAL Chairwomen

Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTESTS:

KIMBERLY RECTOR
Clerk of the Board of Supervisors

By: _____

BY:

COUNTY COUNSEL

ADEN J. HØLLY DATE

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

STATE OF CALIFORNIA

§

COUNTY OF RIVERSIDE

On October 01, 2024, before me, Naomy Sicra, a COB Assistant, personally appeared Karen Spiegel, Chair of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

Kimberly A. Rector Clerk of the Board of Supervisors

By: Deputy Clerk

(SEAL)

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

STATE OF CALIFORNIA)	1
)ss COUNTY OF RIVERSIDE)	
On	ors of the Riverside County Flood Control and Water ided to me on the basis of satisfactory evidence to be strument and acknowledged to me that the same in his e instrument the person, or the entity upon behalf or
I certify under the penalty of perjury under the laws of is true and correct.	of the State of California that the foregoing paragraph
WITNESS my hand and official seal	
KIMBERLY RECTOR Clerk of the Board of Supervisors	
By: Deputy	(Seal)

EXHIBIT "A"

Those portions of Lot "P", as shown on the Map of Romola Farms No. 12, on file in Book 15, Pages 77 and 78 of Maps, records of Riverside County, lying southerly of the easterly extension of the north Line of Lot 1233 of said Romola Farms No. 12 and lying northerly of the easterly extension of the southerly line of said Lot 1233.

Excepting therefrom that portion acquired by the Riverside County Flood Control and Water Conservation District, by Final Order of Condemnation recorded July 22, 2008 as Instrument No. 398671, of Official Records.

Romoland MDP Line A Project No. 4-0-00310 APNs 331-060-030 and 331-060-029 (adjacent) RCFC Parcel Nos. 4310-9A and 4310-9B

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

RECITALS

- A. SELLER is the owner of certain real property located in the Lakeview area, County of Riverside, California, consisting of approximately 1,861 square feet (approximately 0.043 acres) of land, being adjacent to Assessor's Parcel Numbers ("APN") 331-060-029, referenced as RCFC Parcel No. 4310-9A and 331-060-030, referenced as RCFC Parcel Nos. 4310-9A and 4310-9B ("SELLER'S PROPERTY").
- B. BUYER owns the fee simple title of certain real property adjacent to SELLER'S PROPERTY known as APNs 331-060-029 and 331-060-030.
- C. SELLER desires to sell, convey, and transfer and BUYER desires to purchase SELLER'S PROPERTY as specifically described within this Agreement.

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, SELLER'S PROPERTY within Riverside County adjacent to APNs 331-060-029 and 331-060-030.

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

The respective sections of land affected by the above listed interests in real property are legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

2. <u>PURCHASE PRICE</u>. The total purchase price that BUYER will provide, at Closing, to SELLER as full compensation for the PROPERTY is:

Seven Thousand One Hundred Fifty and 00/100 Dollars (\$7,150.00) (the "Purchase Price")

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

- 3. <u>PROPERTY SOLD IN "AS-IS" CONDITION</u>. BUYER acknowledges that the PROPERTY is sold in "as-is" condition, as of the date of this Agreement, without any warranty and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the PROPERTY, except as set forth in this Agreement.
- 4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, and its authorized agents, permission to enter upon the PROPERTY to be conveyed to them 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 notice, either written, including by electronic mail or by phone call, prior to such entry. BUYER does hereby indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and representatives (collectively "SELLER PARTIES") free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the PROPERTY pursuant to this Section 4, other than those caused by the negligence or willful misconduct of any SELLER PARTIES. If BUYER fails to acquire the PROPERTY due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the PROPERTY. In such event, BUYER will remove or cause to be removed all of BUYER'S personal property, facilities, tools, and equipment from the PROPERTY. If BUYER does not remove all of BUYER'S personal property, facilities, tools and equipment from the PROPERTY within ten (10) business days of the date that BUYER'S license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the PROPERTY. In the event BUYER fails to remove BUYER'S personal property, facilities, tools and equipment from the PROPERTY after entering the PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 4, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
- 5. ESCROW. The BUYER will establish an escrow at First American Title Company (Attn: Debbie Fritz, 1 Ridgegate Drive, Temecula, CA 92590; email: dfritz@firstam.com) (the "Escrow Holder") to accommodate the transaction contemplated by this Agreement. If the Escrow Holder is unwilling or unable to perform, BUYER shall designate another escrow agent/agency. For purposes of this Agreement, "Opening of Escrow" means the date on which Escrow Holder receives a fully executed copy of this Agreement. The Parties shall open an escrow within ten (10) business days of the Effective Date. "Close of Escrow" means the date on which the Quitclaim Deed is recorded in the Official Records of the County of Riverside, California. The Close of Escrow will be as soon as SELLER and BUYER reasonably agree upon a date for Close of Escrow, but in no event shall the Close of Escrow be later than one-hundred eighty (180) 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 (the "Escrow Instructions"). Any such

Escrow Instructions shall not conflict, amend, or supersede any provisions of this Agreement; this Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:

- A. <u>Funds</u>. Promptly upon Close of Escrow, disburse (from funds deposited with Escrow Holder by BUYER) funds in an amount equal to the Purchase Price to SELLER as payment for the PROPERTY, subject to adjustments made pursuant to Sections 6 and 11. Any excess proceeds deposited by BUYER to Escrow Holder shall be disbursed to BUYER. Escrow Holder shall process any documents necessary in connection with the funding of the Purchase Price herein described.
- B. Recording. Cause the fully executed Quitclaim Deed ("QCD") in favor of BUYER in the form attached to this agreement as Exhibit "C," and by this reference incorporated herein and made a part hereof, to be recorded with the Riverside County Recorder and obtain a PDF of the recorded document (conformed copy) thereof for distribution to BUYER and SELLER.
- C. <u>Title Policy</u>. Direct the Title Company to issue the Title Policy for the PROPERTY to BUYER.
- D. <u>Delivery of Documents to BUYER and SELLER</u>. Deliver to BUYER any other documents (or copies thereof) deposited and held by the Escrow Holder related to this Agreement by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited and held by the Escrow Holder related to this Agreement by BUYER. Mail a final closing statement to BUYER and SELLER and provide electronic scans of all documents to BUYER.
- E. <u>Time Limits</u>. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
- 6. <u>TITLE AND TITLE INSURANCE</u>. BUYER has elected to obtain a title insurance policy for this transaction from First American Title Insurance Company (the "Title Company"). SELLER agrees to cooperate with BUYER and the Title Company in furtherance of BUYER obtaining an owner's title insurance policy to be issued by the Title Company at, or as soon as possible after, the Opening of Escrow.
- 7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the Parties hereto that the undivided fee simple title interest in the PROPERTY, along with the right of possession and use of the PROPERTY shall be assigned, transferred, and conveyed by SELLER to BUYER upon the close of this transaction, as defined in Section 5 above.
- 8. <u>CONVEYANCE OF TITLE</u>. SELLER agrees to convey by recorded Quitclaim Deed to BUYER, undivided fee simple title to the PROPERTY, free and clear of all recorded liens, encumbrances, assessments, and taxes EXCEPT:

- A. 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.
- B. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
- 9. <u>WARRANTIES AND REPRESENTATIONS</u>. SELLER and BUYER make the following warranties and representations to the other Party, it being expressly understood and agreed that all such warranties and representations are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:
 - A. The SELLER and BUYER have each taken the respective required actions to permit the execution, delivery, and performance of obligations under this Agreement.
 - B. The SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, including SELLER'S obligation to transfer title to the PROPERTY to BUYER without obtaining any further consents or approvals from, or the taking of any actions with respect to, any third parties. This Agreement constitutes a legal, valid, and binding obligation respectively of each Party to consummate the transaction contemplated herein.
 - C. SELLER represents and warrants that it has undivided fee simple title to the PROPERTY and covenants to BUYER that it has the right to convey undivided fee simple title to BUYER.
 - D. To SELLER'S knowledge, there is no threatened or pending litigation against the PROPERTY or otherwise that would prevent SELLER from consummating the transactions contemplated by this Agreement, including conveying undivided fee simple title to the PROPERTY to BUYER.
 - E. SELLER represents and warrants that the PROPERTY has not been assigned or conveyed to any Party by SELLER. SELLER has the right to convey the PROPERTY pursuant to the terms of this Agreement. No person (other than BUYER pursuant to this Agreement) has a right to acquire any interest in the PROPERTY.

10. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at the Close of Escrow, of each of the following conditions:
 - a. SELLER shall convey to BUYER undivided fee simple title to the PROPERTY by execution and delivery with Escrow Holder a duly executed and acknowledged QCD in the form substantially similar as attached to this Agreement as Exhibit "C".

- b. SELLER must have delivered to Escrow Holder the documents and funds it is required to deliver through the Escrow process prior to Close of Escrow.
- c. The physical condition of SELLER'S PROPERTY must be substantially the same on the date that Close of Escrow occurs as on the Effective Date, reasonable wear and tear excepted.
- d. 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.
- e. 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:
 - a. BUYER must have delivered funds in the amount of the Purchase Price in the form described in Section 2 herein to Escrow Holder.
 - b. BUYER must have delivered to Escrow Holder the documents and funds required to consummate this transaction and as specified in this Agreement.
 - c. All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by BUYER to SELLER.
 - d. Such proof of BUYER'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 BUYER to act for and bind BUYER as may reasonable be required by SELLER for the Escrow Holder.

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.

11. <u>CLOSING COSTS</u>. Costs for escrow services, title, and closing expenses will be allocated as follows:

A. <u>SELLER shall pay or be charged:</u>

- a. 50% of all Escrow fees and costs;
- b. All costs associated with removing any debt encumbering the PROPERTY; and
- c. SELLER'S share of prorated costs and expenses as described in this Agreement, if any.

B. BUYER shall pay or be charged:

- a. 50% of all Escrow fees and costs;
- b. Cost of the CLTA Standard coverage policy and any additional endorsements or expansion of coverage, if elected;
- c. All costs associated with BUYER'S attorney fees;
- d. Cost of recording the QCD, if any; and
- e. BUYER'S share of prorated costs and expenses as described in this Agreement, if any.
- C. <u>Prorations</u>. All receipts and disbursements of the PROPERTY will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:
 - a. Tax Exempt Agency. All Parties hereto acknowledge that the SELLER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. BUYER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from funds deposited by BUYER at the Close of Escrow. SELLER understands that the Riverside County 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, BUYER will file any Riverside necessary documentation with the County Collector/Assessor for the PROPERTY tax exemption.
- 12. <u>CLOSING.</u> When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue and record the

QCD and issue an owner's title insurance policy in BUYER'S name, then, and only then, the Escrow Holder will provide notice to SELLER and BUYER that the Escrow Holder is ready to close and then Close of Escrow shall occur fifteen (15) days after notice from the Escrow Holder, unless mutually agreed upon by SELLER and BUYER. Notwithstanding the foregoing, the Close of Escrow shall occur no later than December 31, 2025. Upon the Close of Escrow, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.

- 13. <u>INDEMNITY</u>. Each Party hereto agrees to indemnify, defend and hold the other Party 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 applicable Party's representation, warranties or covenants provided in this Agreement.
- 14. <u>DISTRICT REPRESENTATIVE</u>. The General Manager-Chief Engineer or his designee, serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other escrow forms or documents to consummate the purchase.
- NOTICES. All notices, demands or other communications hereunder shall be given in writing by certified mail, postage prepaid, and return receipt requested, electronic mail, 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 Holder. Notices shall be addressed as provided below for the respective Party. The Parties agree, however, that if any Party gives notice in writing of a change of name or address to the other Party, notices to such Party shall thereafter be given as demanded in that notice:

BUYER: Airport Kirkwood, Ltd.

c/o Lovett Industrial, LLC

610 Newport Center Drive, Suite 340

Newport Beach, CA 92660 Attention: Tyler Banton

Email: tyler.banton@lovettindustrial.com

COPY TO: Lovett Industrial, LLC

401 Franklin Street, Suite 2555

Houston, TX 77002 Attention: Ken Chang

Email: ken.chang@lovettindustrial.com and

LI-Legal@lovettindustrial.com

SELLER: Riverside County Flood Control

and Water Conservation District

Attention: Jack Peabody - Senior Real Property Agent

1995 Market Street Riverside, CA 92501 Email: jpeabody@rivco.org

COPY TO: Riverside County Counsel's Office

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

16. MISCELLANEOUS.

- A. 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 the 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, and if SELLER is the non-defaulting Party, then its sole and exclusive remedy shall be the payment of liquidated damages in an aggregate amount not to exceed the amount of funds deposited with Escrow Holder by BUYER. Notwithstanding the foregoing, the defaulting Party shall have a period of five (5) days from the date of receipt of the written notice to cure such alleged breach or default. 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.
- B. <u>Further Instructions</u>. Each Party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- C. <u>Amendments</u>. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with the Escrow Holder.
- D. <u>Applicable Law</u>. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- E. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the undersigned Parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.

F. Authorities.

- a. BUYER and SELLER have each taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.
- b. BUYER and SELLER have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date will be, legal, valid, and binding obligations of BUYER and SELLER respectively and can consummate the transaction contemplated herein.
- G. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.
- H. <u>Time of Essence</u>. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Holder's general escrow instructions.
- I. <u>Remedies Not Exclusive and Waivers</u>. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. <u>Interpretation and Construction</u>. The Parties agree that each Party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "Party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- K. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. <u>Partial Invalidity</u>. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- M. <u>Brokers</u>. SELLER and BUYER each represent and warrant to one another that, such Party has not engaged any broker or finder with respect to this Agreement or

the transactions contemplated herein. If BUYER is in fact represented in this sale, upon and only upon the Closing, BUYER shall solely be responsible to pay any commissions or fees to BUYER's Broker. SELLER is not responsible nor is SELLER liable for any claim, charges, or commissions that may arise or be alleged by BUYER'S BROKER or agent in connection with this Agreement or the purchase or sale of the PROPERTY. Each Party hereto shall defend, indemnify and hold harmless the other Party from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by the applicable Party's broker or any other person arising from or by reason of such Party's conduct with respect to this transaction. The provisions of this Section 16.M shall survive Closing hereunder or earlier termination of this Agreement.

- N. SELLER shall promptly deliver to BUYER written notice of any casualty, damage, destruction, condemnation or taking, or litigation involving the PROPERTY.
- O. <u>Natural Hazard Disclosure Statement</u>. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- 17. <u>ASSIGNMENT</u>. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the PROPERTY, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.
- 18. <u>SIGNATURES</u>. 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.

/// /// ///

[Signature provisions on next page]

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

rective Date indicated on I age I of this Agreement.	
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic	
Karen S. Spiegel KAREN SPIEGEL, Chair Riverside County Flood Control and Water Conservation District Board of Supervisors	
10/01/2024	
ATTEST:	
KIMBERLY RECTOR Clerk of the Board	
By: Many G	

BUYER:

AIRPORT KIRKWOOD, LTD. a Texas limited partnership

By: Sage Interests, Inc. a Texas corporation

its general partner

Name: FRAN

Title: Presiden

, 2024 Date:

APNs 331-060-030 and 331-060-029 (adjacent)

Project: Romoland MDP Line A

Project No. 4-0-00310 RCFC Parcel Nos. 4310-9A and 4310-9B

JLP:mm:blj

EXHIBIT "A"

Those portions of Lot "P", as shown on the Map of Romola Farms No. 12, on file in Book 15, Pages 77 and 78 of Maps, records of Riverside County, lying southerly of the easterly extension of the north Line of Lot 1233 of said Romola Farms No. 12 and lying northerly of the easterly extension of the southerly line of said Lot 1233.

Excepting therefrom that portion acquired by the Riverside County Flood Control and Water Conservation District, by Final Order of Condemnation recorded July 22, 2008 as Instrument No. 398671, of Official Records.

CRIGINAL

SHEET 9 OF 12 SHEETS

[R8]

IN THE CITY OF PERRIS AND MENIFEE, COUNTY OF RIVERSIDE, CALIFORNIA

RECORD OF SURVEY

ROMOLAND MDP LINE A, STAGE 3

BEING A PORTION OF LOTS 23, 49 AND 50 OF TRACT No. 24648, AS SHOWN IN MAP BOOK 226, PACES 88 THROUGH 100 AND A PORTION OF LOTS 1228 THROUGH 1233, 1254, 1281, 1282 AND 1301 OF ROMOLA FARMS NO. 12. AS SHOWN IN MAP BOOK 15, PAGES 77 THROUGH 78, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9 AND IN THE NORTHEAST QUARTER OF SECTION 16. TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDING MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA,

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

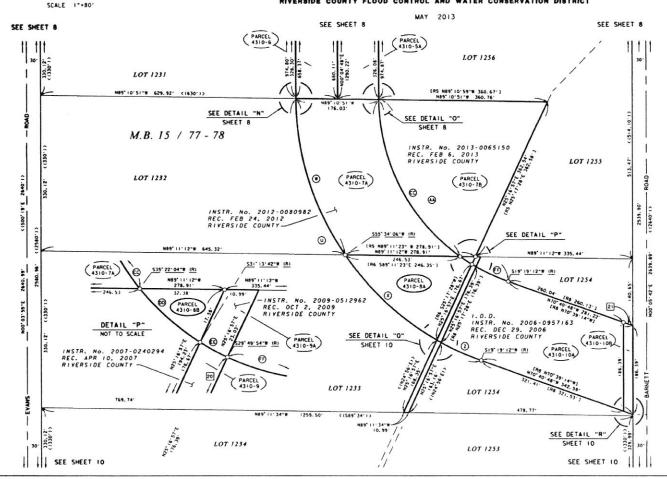


EXHIBIT "B"

SURVEYOR'S NOTES:

- I. FOUND MONUMENT AS NOTED _ 2. SET %" IRON PIPE WITH RCFC & WCD
- BRASS TAG. FLUSH 3. SEARCH FOUND NOTHING, SET NOTHING _
- 4. RECORD OR CALCULATED PER MB 15/77-78_
- 6. INSTRUMENT No. 2012-0080982, 2-24-2012. OFFICIAL RECORDS, RIV. CO.
- 7. INSTRUMENT No. 2007-0234838, 4-6-2007, OFFICIAL RECORDS, RIV. CO. _
- 8. INSTRUMENT No. 2008-0398671, 7-22-2008. OFFICIAL RECORDS. RIV. CO. _
- 9. INSTRUMENT No. 2006-0957163, 12-29-2006, OFFICIAL RECORDS, RIV. CO.
- 10. INSTRUMENT No. 2007-0499339, 8-2-2007. OFFICIAL RECORDS, RIV. CO. _
- 11. ALL MEASURED DISTANCES SHOWN ARE GRID: TO OBTAIN CROWND DISTANCE DIVIDE ALL DISTANCES BY A COMBINATION FACTOR OF 0. 99992229

	BEARING	DISTANCE	
20	N25" 16:57"E	176. 39	
-	(R8 N25" 17"28"E)	176.39	
21	N70" 40" 48"#	21.18"	
-	(86 N70" 39" 14"W)	[21.18.]	

		CURVE D	ATA	
O	Δ.	R =	1 .	L.
0	70" 45" 37"	588.00	417.56	726. 18"
\odot	34, 50, 56-	588.00	181.68	352, 42
-	ERS 34" 20" 09")	1588.00-1	(181.66-)	[352. 37-]
0	26" 07: 25"	588.00	136. 42	268.09
-	[R6 26' 07' 25"]	[588, 00']	(136, 42")	(268. 09")
0	0.28.32.	588.00	5.01	10.02
-	[R7 0"56-35-]	1588.00.1	(5.01')	(10.02')
0	9" 08: 54"	588.00	47.04	93.88
	[R8 9"08-54-]	(588.00')	[47.04-]	(93.89-)
(i)	70" 45" 05"	412.00	292.53	508.76
6	54.00.08-	412.00	210.61	389. 39
-	[RS 54" 07" 38")	[412.00']	[210, 50"]	[389. 22-]
69	4" 08" 22"	412.00	14.89	29.76
Õ	1*23-48"	412.00	5.02	10.04
-	(R7 1"23'46")	(412.00')	(5.02.)	(10.04')
(F)	10" 30" 42"	412.00	37. 90"	75.59
	(R7 10°31'09")	(412.00")	(37. 93.)	[75.641]

RIV. CO. 12 - 102 R.C.F.C. DWG. NO. 4-1057 SH. 9 OF 12

SHEET ID OF 12 SHEETS

IN THE CITY OF PERRIS AND MENIFFF. COUNTY OF RIVERSIDE. CALIFORNIA

RECORD OF SURVEY

ROMOLAND MDP LINE A. STAGE 3

BEING A PORTION OF LOTS 23, 49 AND 50 OF TRACT NO. 24648, AS SHOWN IN MAP BOOK 226, PAGES 88 THROUGH 100 AND A PORTION OF LOTS 1228 THROUGH 1233, 1254, 1281, 1282 AND 1301 OF ROMOLA FARMS NO. 12, AS SHOWN IN MAP BOOK 15, PAGES 77 THROUGH 78, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LOCATED IN THE SOUTHEAST OUARTER OF SECTION 8, THE SOUTH HALF OF THE SOUTHWEST OUARTER OF SECTION 9 AND IN THE NORTHEAST OUARTER OF

SURVEYOR'S NOTES:

- L COUND MONIBLENT AS NOTED 2. SET Y- I.P. WITH RCFC & WCD BRASS TAG FLUSH, UNLESS OTHERWISE NOTED_
- 3. SEARCH FOUND NOTHING, SET NOTHING 4. RECORD OR CALCULATED PER MB 15/77-78 ____ (I)>
- 5. INSTRUMENT No. 2006-0957163, 12-29-2006. OFFICIAL RECORDS, RIV. CO.

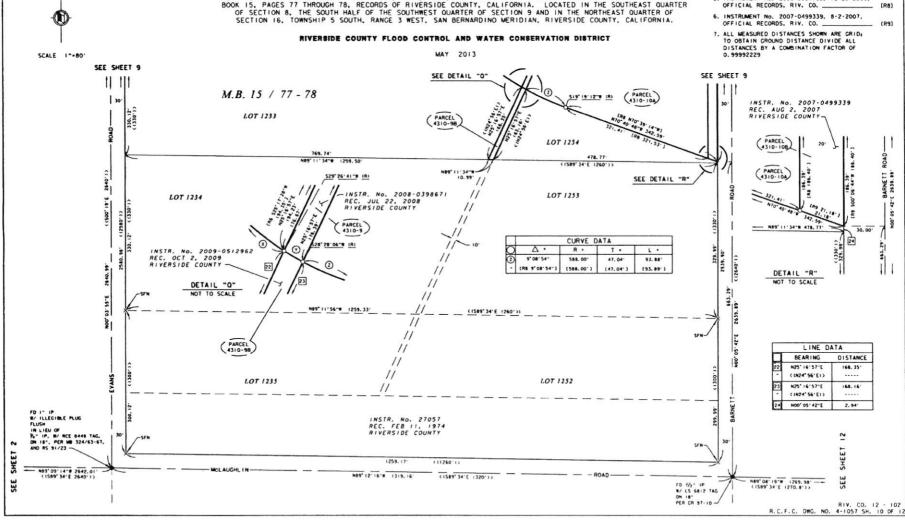


EXHIBIT "C"

Recorded at request of, and return to: AIRPORT KIRK WOOD, LTD c/o Lovett Industrial, LLC 610 Newport Center Drive, Suite 340 Newport Beach, CA 92660

Romoland MDP Line A

Project No: 4-0-00310

Deputy

RCFC Parcel Nos: 4310-9A and 4310-9B

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ NONE

RIVERSIDE COUNTY FLOOD CONTROL

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic herein, hereby remises, releases and quitclaims to AIRPORT KIRKWOOD, LTD., a Texas limited partnership, all that right, title and interest in and to the real property situated in the Lakeview Area, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and made a part hereof.

Adjacent Assessor's Parcel Numbers: 331-060-030 and 331-060-029

	AND WATER CONSERVATION DISTRICT
Date	By: KAREN SPIEGAL, Chairwoman Riverside County Flood Control and Water Conservation District Board of Supervisors
ATTESTS:	
KIMBERLY RECTOR Clerk of the Board of Supervisors	
Bv·	