

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



ITEM: 11.3  
(ID # 26644)

**MEETING DATE:**  
Tuesday, December 10, 2024

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2024-27, Authorization to Convey Fee Simple Interest of a Portion of District-Owned Real Property (RCFC Parcel Numbers 1091-2 and 1091-2A, Also Known as Assessor's Parcel Number 169-160-023), Located in the City of Jurupa Valley, County of Riverside, to Gallarzo LLC by Grant Deed, Bly Channel Lateral A, Project No. 1-0-00091, CEQA Exempt per Section 15312 and 15061(b)(3), District 2. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **Find** that the authorization to convey 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);
2. **Adopt** Resolution No. F2024-27, Authorization to Convey Fee Simple Interest of a Portion of District-Owned Real Property (RCFC Parcel Number 1091-2 and 1091-2A Also Known as Assessor's Parcel Number 169-160-023), Located in the City of Jurupa Valley, County of Riverside, to Gallarzo LLC by Grant Deed, Bly Channel Lateral A, Project No. 1-0-00091;

Continued on page 2

**ACTION:Policy**


  
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 11/21/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 10, 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:

3. **Approve** that certain Agreement for Purchase and Sale of Real Property ("Agreement") between the District and Gallarzo LLC ("Adjacent Owner"), and authorize the Chair of the District's Board of Supervisors ("Board") to execute the same 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>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2024/2025</b>	

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

**BACKGROUND:**

**Summary**

The District owns certain real property in fee, known as RCFC Parcel Numbers 1091-2 and 1091-2A in the city of Jurupa Valley, County of Riverside, State of California, identified as Assessor's Parcel Number ("APN") 169-160-023, consisting of 1.40 acres (60,984 sq. ft.) of land also known as RCFC Parcel Numbers 1091-2 and 1091-2A ("Subject Property").

The Subject Property was acquired for the Bly Channel Lateral A Project, which consisted of the construction of an underground storm drain system and drainage facility. A portion of the Subject Property referred to as RCFC Parcel No. 1091-2A consists of 0.241 acre (10,490 sq.ft.) of land ("Property") hereinafter described in Exhibit "A", attached hereto and incorporated herein, which is no longer needed for this purpose.

Gallarzo LLC, a California limited liability company ("Adjacent Owner"), owner of the adjacent property identified by APN 169-160-022 requested to purchase the Property.

On October 29, 2024, the District's Board approved Minute Order 11.3 to adopt Resolution No. F2024-25, declaring the Property exempt surplus land pursuant to California Government Code Section 54221(f)(1)(E), as the Property is no longer needed for the District's uses and purposes, and giving notice of the District's intention to sell the Property as exempt surplus.

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 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 thirty (30) days prior to disposition.

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

The District provided Resolution No. F2024-25 to HCD on October 30, 2024, and on November 12, 2024, HCD notified the District that it's declaration of the Property as exempt surplus land complied with the SLA.

Pursuant to the California Water Code Appendix, Ch 48, Section 9, the District's Board has the power to convey an interest in real property it owns when such conveyance 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 Board may determine any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property or lease the same.

The District has negotiated a value for the conveyance of the Property with the Adjacent Owner. The attached Agreement provides terms and conditions for the sale and the Grant Deed to affect the conveyance.

The Agreement and Resolution No. F2024-27 have been approved as to form by County Counsel.

**Environmental Findings**

Pursuant to CEQA Guidelines Section 15312, Surplus Government Property Sales, this Agreement is exempt from CEQA as the 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 Property and adjacent property has not changed since the time of purchase by the District and the Property is of such size that is incapable of independent development or use. Additionally, the 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 this conveyance will not have a significant effect on the environment.

**ATTACHMENTS:**

1. Resolution No. F2024-27
2. Agreement for Purchase and Sale of Real Property
3. Grant Deed
4. Vicinity Map

P8/259662  
TAH:mm

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



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Jason Farin, Principal Management Analyst 12/4/2024



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Aaron Gettis, Chief of Deputy County Counsel 11/27/2024

**BOARD OF SUPERVISORS**

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

RESOLUTION NO. F2024-27

AUTHORIZATION TO CONVEY FEE SIMPLE INTEREST OF A PORTION OF DISTRICT-OWNED REAL PROPERTY (RCFC PARCEL NUMBERS 1091-2 and 1091-2A) ALSO KNOWN AS ASSESSOR'S PARCEL NUMBER 169-160-023, LOCATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, TO GALLARZO LLC, BY GRANT DEED, BLY CHANNEL LATERAL A, PROJECT NO. 1-0-00091

**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 1091-2 and 1091-2A ("Subject Property") in the city of Jurupa Valley, County of Riverside, State of California, identified as Assessor's Parcel Number ("APN") 169-160-023; and

**WHEREAS**, the Subject Property consists of 1.40 acres (60,984 square feet) and was acquired for the Bly Channel Lateral A Project, which consisted of the construction of an underground storm drain system and drainage facility; and

**WHEREAS**, a portion of the Subject Property referred to as RCFC Parcel Number 1091-2A consists of 0.241 acre (10,490 sq. ft.) of land ("Property") hereinafter described in Exhibit "A" attached hereto and incorporated herein, which is no longer needed for this purpose; and

**WHEREAS**, the District received a request from Gallarzo LLC, a California limited liability company, owner of APN 169-160-022 ("Adjacent Owner"), to purchase the Property; and

**WHEREAS**, on October 29, 2024, the District's Board of Supervisors ("Board") approved Minute Order 11.3 to adopt Resolution No. F2024-25, declaring the Property exempt surplus land pursuant to California Government Code Section 54221(f)(1)(E), as the Property is no longer needed for the District's uses and purposes, and giving notice of the District's intention to sell the Property as exempt surplus; and

**WHEREAS**, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board has the power to convey an interest in real property it owns when such conveyance does not interfere with the use of the property for the purposes of the District; and

FORM APPROVED COUNTY COUNSEL  
BY RYAN D YABKO DATE 11/26/24

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

6           **WHEREAS**, the District provided Resolution No. F2024-25 to HCD on October 30, 2024,  
7 and on November 12, 2024, HCD notified the District that it's declaration of the Property as exempt  
8 surplus land complied with the SLA; and

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

12           **WHEREAS**, the District has complied with the SLA and now may dispose of the Property  
13 consistent with its policies and procedures; and

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

23           **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the  
24 District's Board, in regular session assembled on or after December 10, 2024 at 9:30 a.m. or soon  
25 thereafter, in its meeting room located on the 1st Floor of the County Administrative Center, 4080  
26 Lemon Street, Riverside, California, that this Board, finds that the environmental impacts of the  
27 project have been sufficiently assessed and it has been determined that the activity in question  
28 qualifies for the "Class 12" categorical exemption pursuant to CEQA Guidelines Section 15312,

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

6 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the District's  
7 Board authorizes the conveyance of the Property, as described in Exhibit "A", attached hereto and  
8 incorporated herein, to Gallarzo LLC, a California limited liability company for the purchase price  
9 pursuant to the terms and conditions of the Agreement for Purchase and Sale of Real Property  
10 ("Agreement") and the conveyance by Grant Deed.

11 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the District's  
12 Board approves the Agreement, and the Chair of the District's Board is authorized to execute the  
13 Agreement and the Grant Deed for the fee simple interest of behalf of the District.

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

17  
18  
19 ROLL CALL:


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

21 Nays: None

22 Absent: None

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

26 KIMBERLY A. RECTOR, Clerk of said Board

27 By:  \_\_\_\_\_  
28 Deputy

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

BLY CHANNEL – SURPLUS LAND


Parcel No. 1091-2A

APN: 169-160-023

In the City of Jurupa Valley, County of Riverside, State of California, being all of Parcel 1091-2A as shown on a Record of Survey filed in Book 52, Pages 59 through 61, inclusive, of Record of Surveys, records of said county.

Containing 10,490 square feet / 0.241 acre more or less



  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 9-12-24



Project: Bly Channel Lateral A  
Project No. 1-0-00091  
APN: 169-160-023 (portion)  
RCFC Parcel No. 1091-2A

**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 October, 2024 by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, (hereinafter called "DISTRICT" or "SELLER") and **GALLARZO LLC**, a California limited liability company (herein after called "BUYER"), for acquisition by BUYER from SELLER of certain real property interest from the Bly Channel Lateral A 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 Jurupa Valley, County of Riverside, State of California, consisting of approximately 60,948 square feet (1.4± acres) of land, Assessor's Parcel Number ("APN") 169-160-023, ("PROPERTY").
- B. BUYER owns the fee simple title of certain real property adjacent to PROPERTY and having Assessor's Parcel Number 169-160-022.
- C. 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, a portion of the PROPERTY consisting of approximately 10,490 square feet (0.241 acres) identified with APN 169-160-023 (SELLER's PROPERTY).

- A. The fee interest will hereinafter be referred to as "RCFC Parcel No. 1091-2A" identified as a portion of APN 169-160-023.

The respective sections of land of SELLER's PROPERTY to be sold to BUYER is legally described in Exhibit "A", attached hereto and by this reference incorporated herein.

- 2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER is:

- A. Forty Thousand Dollars (\$40,000.00) ("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. PROPERTY SOLD IN "AS IS" CONDITION. 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.
4. PERMISSION TO ENTER ON SELLER'S 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 4. If BUYER fails to acquire SELLER's 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 4, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
5. ESCROW. The Parties will establish an escrow at Lawyers Title 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 Easement 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 10; 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 in the form attached to this agreement as Exhibit "B" and by this reference incorporated herein and made part of hereof. Grant Deed 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 interests referred to as RCFC Parcel No. 1091-2A 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.
6. TITLE AND TITLE INSURANCE. Buyer has elected not to obtain title insurance policy for this transaction.
7. POSSESSION OF SELLER's 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.
8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:
- A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting 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 8 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.

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

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

10. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing of each of the following conditions:
  - 1) SELLER shall convey to BUYER marketable title to SELLER's 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.
- 3) 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.
- 4) 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 reasonably be required by SELLER or 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 SELLER's PROPERTY interest, including, but not limited to, any supplemental instructions required to complete the transaction.

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

A. SELLER shall pay or be charged:

- 1) 50% of all Escrow fees and costs;
- 2) All costs associated with removing any debt encumbering the SELLER's PROPERTY;
- 3) SELLER's share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) 50% of all Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policy, if elected;
- 3) All costs of associated with BUYER'S attorney fees;
- 4) Cost of recording Grant 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 11 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement and the Title Company is ready, willing and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.
13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER's representation, warranties or covenants provided in this Agreement.
14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of BUYER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.
15. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid and return receipt requested 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: GALLARZO LLC,  
a California limited liability company  
Attention: Angel Gallarzo  
2989 Pacific Vista  
Chino Hills, CA 91709

BUYER: Riverside County Flood Control  
and Water Conservation District  
Attention: Tom Hanks  
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

16. MISCELLANEOUS.



- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694. 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 SELLER's PROPERTY whether or not close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER's Broker or any arising from or by reason of SELLER's conduct with respect to this transaction. The provisions of this Section 16.M. shall survive Closing hereunder or termination of this Agreement.
17. 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.
18. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting Parties.

//  
//  
//

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:**

**RECOMMENDED FOR APPROVAL**

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

Date: 12/10/2024

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

**APPROVED AS TO FORM:**

MINH C. TRAN  
County Counsel

**ATTEST:**

KIMBERLY RECTOR  
Clerk of the Board

By: [Signature]  
RYAN YABKO  
Deputy County Counsel

By: [Signature]  
Deputy

Date: 11/26/24

Date: 12/10/2024

**BUYER:**

**GALLARZO LLC,**  
a California limited liability company

Date: 10-22-24

By: [Signature]  
ANGEL GALLARZO, President

Project: Bly Channel Lateral A  
Project No. 1-0-00091  
APN: 169-160-023 (portion)  
RCFC Parcel No. 1091-2A  
TH:mm

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

BLY CHANNEL – SURPLUS LAND

**Parcel No. 1091-2A**

APN: 169-160-023

In the City of Jurupa Valley, County of Riverside, State of California, being all of Parcel 1091-2A as shown on a Record of Survey filed in Book 52, Pages 59 through 61, inclusive, of Record of Surveys, records of said county.

Containing 10,490 square feet / 0.241 acre more or less




  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 9-12-24

EXHIBIT "B"

Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
Attention: Real Estate Services  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

Bly Channel Lateral A  
Project No. 1-0-00091  
RCFC Parcel No. 1091-2A  
APN: 169-160-023 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**The undersigned grantor(s) declare(s)**  
DOCUMENTARY TRANSFER TAX \$ NONE

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, ("District") grants to GALLARZO LLC, a California limited liability company all right, title and interest in and to the real property in the city of Jurupa Valley, County of Riverside, State of California, as described in Exhibit "A" attached hereto and made a part hereof.

**SELLER:**

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

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

By: \_\_\_\_\_

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

ATTEST:  
KIMBERLY RECTOR  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

JASON E. UHLEY  
General Manager-Chief Engineer



1995 MARKET STREET  
RIVERSIDE, CA 92501  
951.955.1200  
FAX 951.788.9965  
www.rcflood.org  
258638

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

September 23, 2024

Mr. Angel Gallarzo  
8947 Galena Street  
Jurupa Valley, CA 92509

Dear Mr. Gallarzo:

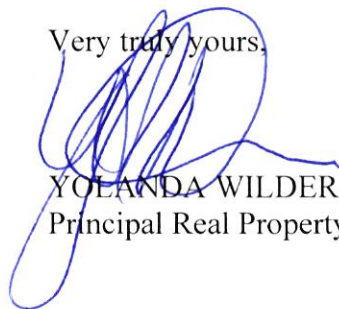
Re: Agreement for Purchase  
and Sale of Real Property  
Project No. 1-0-00091  
APN 169-60-021

The Riverside Flood Control and Water Conservation District has finalized the enclosed Agreement for Purchase and Sale of Real Property reflecting our discussions.

Please execute the three (3) signature pages where indicated with "sign and date" tabs and return in the enclosed self-addressed stamped envelope.

Please do not hesitate to contact me at 951.955.1304 or [yking@rivco.org](mailto:yking@rivco.org) with any questions or concerns you may have pertaining to this matter.

Very truly yours,



YOLANDA WILDER  
Principal Real Property Agent

Enclosures:

3 - Agreement for Purchase and Sale of Real Property

YKW:mm



Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
Attention: Real Estate Services  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)  
Bly Channel Lateral A  
Project No. 1-0-00091  
RCFC Parcel No. 1091-2A  
APN: 169-160-023 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**The undersigned grantor(s) declare(s)**  
DOCUMENTARY TRANSFER TAX \$ NONE

### GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, ("District") grants to GALLARZO LLC, a California limited liability company all right, title and interest in and to the real property in the city of Jurupa Valley, County of Riverside, State of California, as described in Exhibit "A" attached hereto and made a part hereof.

**SELLER:**

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

Date: 12/10/2024

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

ATTEST:  
KIMBERLY RECTOR  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY [Signature] 11/26/24  
RYAN D. YABKO 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 December 10, 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)

## ACKNOWLEDGMENT

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 \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**BLY CHANNEL – SURPLUS LAND**

**Parcel No. 1091-2A**

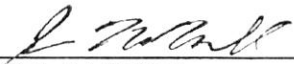
APN: 169-160-023

In the City of Jurupa Valley, County of Riverside, State of California, being all of Parcel 1091-2A as shown on a Record of Survey filed in Book 52, Pages 59 through 61, inclusive, of Record of Surveys, records of said county.

Containing 10,490 square feet / 0.241 acre more or less

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



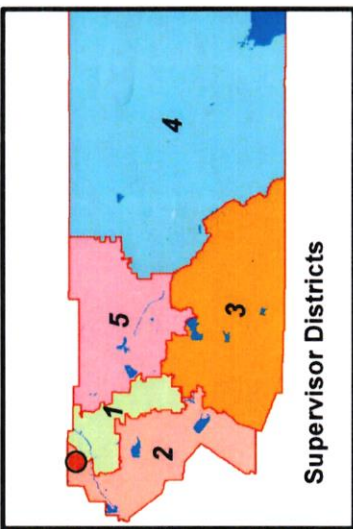
  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 9-12-24



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
 Subject Property - District Parcel No. 1091-2A, Part of Assessor's Parcel No. 169-160-023



Vicinity Map



**Supervisor Districts**

**Legend**

- RCFC Parcel
- Assessor Parcels
- Facility Location

**Description**

District Parcel 1091-2A  
 Portion of APN 169-160-023