

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



**ITEM: 14.1**  
(ID # 27009)

**MEETING DATE:**

Tuesday, April 08, 2025

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

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2025-03, Authorization to Purchase Fee Simple Interest and a Right of Entry and Temporary Construction Easement in Real Property Located in the City of Riverside, County of Riverside, State of California, Identified as a Portion of Assessor's Parcel Numbers 254-070-022 and 254-070-023, Also Known as RCFC Parcel Number 4-1040-6, from SoCal Central, LLC for the Sycamore Dam Outlet Modification Stage 90 Project, Project Number 1-0-00042-90, by Grant Deed, CEQA Exempt (Section 15061(b)(3)), District 1. [\$130,000 Total Cost – District Funds 100%]

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

1. Find that the authorization to purchase a fee simple interest in real property is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3), the "Common Sense" exemption, as it can be seen with certainty that there is no possibility that the purchase may have a significant effect on the environment as the Riverside County Flood Control and Water Conservation District's Board is merely authorizing the purchase of fee simple and right of entry and temporary construction easement interests in real property that will not result in any change to the environment;

Continued on page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/25/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: April 8, 2025  
xc: Flood

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

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

2. Adopt Resolution No. F2025-03, Authorization to Purchase Fee Simple Interest and a Right of Entry and Temporary Construction Easement in Real Property Located in the City of Riverside, County of Riverside, State of California, Identified as a Portion of Assessor's Parcel Numbers ("APN") 254-070-022 and 254-070-023, Also Known as RCFC Parcel Number 4-1040-6, from SoCal Central, LLC, a Delaware limited liability company, for the Sycamore Dam Outlet Modification Stage 90 Project, Project Number 1-0-00042-90 ("Authorization"), by Grant Deed;
3. Approve the attached Agreement for Purchase and Sale of Real Property and a Right of Entry and Temporary Construction Easement Agreement (collectively, the "Agreements") between the Riverside County Flood Control Water Conservation District, a body corporate and politic ("District"), and SoCal Central, LLC, and authorize the Chair of the District's Board of Supervisors ("Board") to execute the Agreements on behalf of the District; and
4. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$130,000	\$0	\$130,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 25110-947400-540040 - Zone 1 Construction/Maintenance/Misc. Land			Budget Adjustment: No	
			For Fiscal Year: 2024/2025	

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

**BACKGROUND:**

**Summary**

The District is responsible for acquiring right of way property interests necessary to upgrade the safety and operation of the existing Sycamore Dam and redesigning the maintenance access road referenced as the Sycamore Dam Outlet Modification Stage 90 Project ("Project").

The District desires to acquire a fee simple interest and a right of entry and temporary construction easement in order to implement the Project. SoCal Central, LLC, a Delaware limited liability company ("Grantor"), is the record fee owner of APNs 254-070-022 and 254-070-023 ("Property"), and desires to sell to the District a fee portion of the Property consisting of 16,433 square feet (0.377 acre more or less) referred to as RCFC Parcel No. 4-1040-6, and Grantor desires to grant the District permission to enter upon a portion of the Property consisting of 4,116 square feet (0.094 acre more or less) referred to as Right of Entry and Temporary Construction Easement ("ROE&TCE"). The ROE&TCE will be used for all purposes necessary to facilitate and accomplish the construction of the Project, which includes access to facilitate trenching and backfill operations with road right of way, over that certain portion of the



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

Property. Grantor has agreed to convey the property interests to the District for the purchase price of One Hundred Thirty Thousand Dollars (\$130,000).

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

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

The Agreements and Resolution No. F2025-03 have been approved as to form by County Counsel.

**Environmental Findings**

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

**ATTACHMENTS:**

1. Resolution No. F2025-03
2. Agreement for Purchase and Sale of Real Property
3. Right of Entry and Temporary Construction Easement
4. Vicinity Map

TH:mm:zl  
P8/260386

  
Douglas Ordóñez Jr. 4/2/2025

  
Aaron Gettis, Chief of Deputy County Counsel 3/27/2025

**BOARD OF SUPERVISORS****RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

## RESOLUTION NO. F2025-03

AUTHORIZATION TO PURCHASE FEE SIMPLE INTEREST AND A RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT IN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IDENTIFIED AS A PORTION OF ASSESSOR'S PARCEL NUMBERS 254-070-022 AND 254-070-023, ALSO KNOWN AS RCFC PARCEL NUMBER 4-1040-6, FROM SOCAL CENTRAL, LLC BY GRANT DEED FOR THE SYCAMORE DAM OUTLET MODIFICATION STAGE 90 PROJECT, PROJECT NUMBER 1-0-00042-90

**WHEREAS**, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), is responsible for acquiring the right of way property interest necessary to upgrade the safety and operation of the existing Sycamore Dam and redesigning the maintenance access road referenced as the Sycamore Dam Outlet Modification Stage 90 Project ("Project"); and

**WHEREAS**, the District desires to acquire a fee simple interest and a right of entry and temporary construction easement in order to implement the Project; and

**WHEREAS**, SoCal Central, LLC, a Delaware limited liability company ("Grantor"), is the record fee owner of Assessor's Parcel Numbers ("APN") 254-070-022 and 254-070-023 ("Property") and desires to sell to the District a fee portion of the Property consisting of 16,433 square feet (0.377 acre more or less) referred to as RCFC Parcel No. 4-1040-6, legally described in Exhibit "A" and legally depicted in Exhibit "B", attached hereto and made a part hereof; and

**WHEREAS**, Grantor desires to grant the District permission to enter upon a portion of the Property consisting of 4,116 square feet (0.094 acre more or less) referred to as a right of entry and temporary construction easement ("ROE&TCE"), also legally described in Exhibit "A" and legally depicted in Exhibit "B". The ROE&TCE will be used for all purposes necessary to facilitate and accomplish the construction of the Project, which includes access to facilitate trenching and backfill operations within road right of way, over that certain portion of the Property; and



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

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

10           **WHEREAS**, based on review of proposed purchase, it has been determined that the  
11 purchase qualifies for the "Common Sense" exemption pursuant to Section 15061(b)(3) of the  
12 California Environmental Quality Act ("CEQA") Statute and Guidelines because it can be seen  
13 with certainty that there is no possibility that the purchase may have a significant effect on the  
14 environment as the District's Board is merely authorizing the purchase of fee simple interest in real  
15 property that will not result in any change to the environment.

16           **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by  
17 vote of the District's Board in regular session assembled on Tuesday, April 8, 2025 at 9:30 a.m. or  
18 soon thereafter in the meeting room of the District's Board, located on the 1<sup>st</sup> floor of the County  
19 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based upon the  
20 evidence and testimony presented on the matter, both written and oral, as it relates to this  
21 acquisition, has determined the following:

22           The proposed purchase of a fee simple interest in real property is exempt from CEQA  
23 pursuant to Section 15061(b)(3) of the CEQA Statute and Guidelines, the "Common Sense"  
24 exemption, because it can be seen with certainty that there is no possibility that the activity will

1 have a significant effect on the environment; the purchase of a fee simple interest in real property  
2 does not involve any physical change in the environment. Based upon the exemption identified  
3 above, the District hereby concludes that no physical environmental impacts are anticipated to  
4 occur as a result of the purchase of a fee simple interest in real property and the acquisition is  
5 exempt from CEQA.

6 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this  
7 Board authorizes the purchase of that certain real property commonly identified with portions  
8 of APNs 254-070-022 and 254-070-023, also known as RCFC Parcel No. 4-1040-6, legally  
9 described in Exhibit "A" and legally depicted in Exhibit "B", pursuant to the terms and  
10 conditions of the Agreement for Purchase and Sale of Real Property ("Agreement") by  
11 Grant Deed and a ROE&TCE, also legally described in Exhibit "A" and legally depicted in  
12 Exhibit "B", for the purchase price of One Hundred Thirty Thousand Dollars (\$130,000.00).

13 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the  
14 Agreement between the District and SoCal Central LLC, a Delaware limited liability company, is  
15 hereby approved, and the Chair of the District's Board is authorized to execute the same on behalf  
16 of the District.

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



2  
3 RESOLUTION NO. F2025-03

4 AUTHORIZATION TO PURCHASE FEE SIMPLE INTEREST AND A RIGHT OF ENTRY  
5 AND TEMPORARY CONSTRUCTION EASEMENT IN REAL PROPERTY LOCATED IN  
6 THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
7 IDENTIFIED AS A PORTION OF ASSESSOR'S PARCEL NUMBERS 254-070-022 AND  
8 254-070-023, ALSO KNOWN AS RCFC PARCEL NUMBER 4-1040-6, FROM SOCAL  
9 CENTRAL, LLC BY GRANT DEED FOR THE SYCAMORE DAM OUTLET  
10 MODIFICATION STAGE 90 PROJECT, PROJECT NUMBER 1-0-00042-90  
11

12 ROLL CALL:

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

15 Nays: None

16 Absent: None  
17  
18

19 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
20 Supervisors on the date therein set forth.  
21

22 KIMBERLY A. RECTOR, Clerk of said Board

23  
24 By:  \_\_\_\_\_

25 Deputy

**EXHIBIT "A"**  
**LEGAL DESCRIPTIONS**



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**SYCAMORE DAM OUTLET MODIFICATION**

**Parcel No. 4-1040-6**

APN'S: 254-070-022 / 254-070-023

In the City of Riverside, County of Riverside, State of California, being that portion of Lot 6 of the Map of The Martin & Ormand Tract, filed in Book 6, Page 84 of maps, records of said county, lying northerly and easterly of the following described line:

**Commencing** at the northeasterly corner of the land described as Parcel 2 in the Grant Deed recorded February 3, 1959, in Book 2408, Page 102 Et. Seq. of Official Records of said county,

Thence North 68°06'51" West 76.86 feet along the northerly line of said Parcel 2 to the **Point of Beginning**;

Thence North 0°00'01" East 50.65 feet to a curve concave southwesterly having a radius of 75.00 feet;

Thence northerly, northwesterly, and westerly along said curve 92.74 feet through a central angle of 70°51'05";

Thence North 70°51'04" West 66.23 feet to a curve concave northeasterly having a radius of 108.80 feet;

Thence northwesterly along said curve 53.89 feet through a central angle of 28°22'41" to the northerly line of the land described as Parcel "B" in the Certificate of Compliance for Lot Line Adjustment recorded June 20, 2002, Instrument No. 2002-338568 of Official Records of said county, said point being the **Point of Terminus**.

Containing 16,433 square feet / 0.377 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996949.

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



  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 8-13-24

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**SYCAMORE DAM OUTLET MODIFICATION**

**Temporary Construction Easement**

APN'S: 254-070-022 / 254-070-023

In the City of Riverside, County of Riverside, State of California, being that portion of Lot 6 of the Map of The Martin & Ormand Tract, filed in Book 6, Page 84 of maps, records of said county, described as follows:

**Commencing** at the northeasterly corner of the land described as Parcel 2 in the Grant Deed recorded February 3, 1959, in Book 2408, Page 102 Et. Seq. of Official Records of said county,

Thence North 1°08'15" East 31.63 feet along the easterly line of said Lot 6;

Thence South 89°57'24" West 34.48 feet;

Thence South 20°40'43" West 16.71 feet to the northerly line of said Parcel 2;

Thence North 68°06'51" West 34.02 feet along said northerly line of said Parcel 2 to the **Point of Beginning**;

Thence North 0°00'01" East 50.65 feet to a curve concave southwesterly having a radius of 75.00 feet;

Thence northerly, northwesterly, and westerly along said curve 92.74 feet through a central angle of 70°51'05";

Thence North 70°51'04" West 66.23 feet to a curve concave northeasterly having a radius of 108.80 feet ;

Thence northwesterly along said curve 53.89 feet through a central angle of 28°22'41" to the northerly line of the land described as Parcel "B" in the Certificate of Compliance for Lot Line Adjustment recorded June 20, 2002, Instrument No. 2002-338568 of Official Records of said county;

Thence South 0°00'00" East 39.34 feet;

Thence South 60°00'00" East 55.20 feet to a non-tangent curve concave southwesterly having a radius of 65.00 feet, a radial line to said curve bears North 32°17'27" West, said curve being concentric with and 10.00 feet southwesterly of that curve cited as having a radius of 75.00 feet and length of 92.74 feet;

Thence northeasterly, easterly, southeasterly, and southerly along said curve 138.73 feet through a central angle of 122°17'28" to a line parallel with and 10.00 feet westerly of that line cited as North 0°00'01" East 50.65 feet;

Thence South 0°00'01" West 46.63 feet to the northerly line of said Parcel 2;

Thence South 68°06'51" East 10.78 feet along said northerly line of said Parcel 2 to the **Point of Beginning**.



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Containing 4,116 square feet / 0.094 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996949.

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



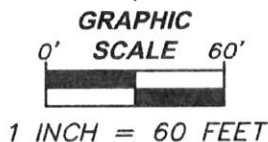
  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 3-7-24

**EXHIBIT "B"**  
**LEGAL DEPICTIONS**



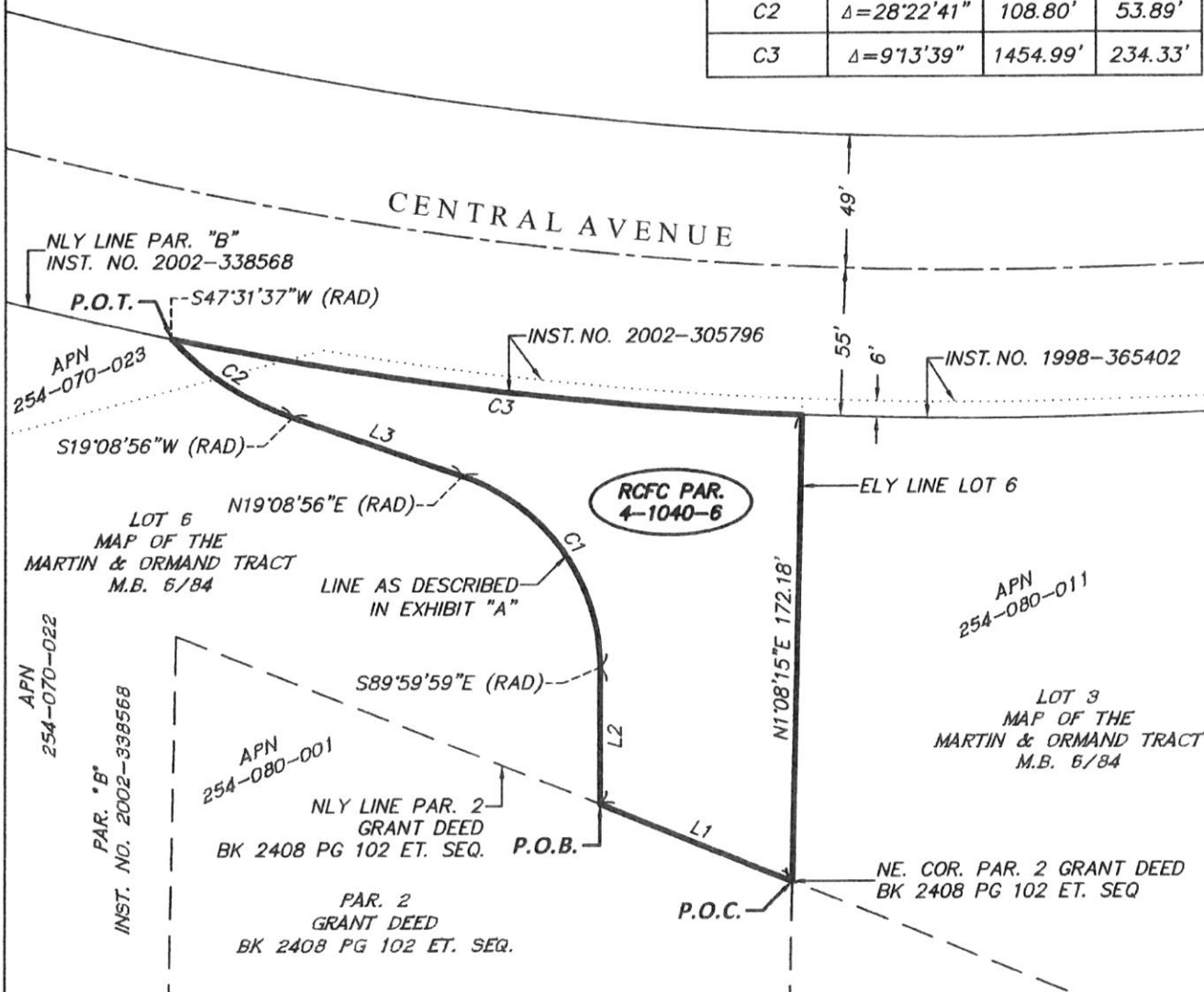


**LEGEND:**

P.O.T. - POINT OF TERMINUS

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N68°06'51"W	76.86'
L2	N00°00'01"E	50.65'
L3	N70°51'04"W	66.23'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	$\Delta = 70^{\circ}51'05''$	75.00'	92.74'
C2	$\Delta = 28^{\circ}22'41''$	108.80'	53.89'
C3	$\Delta = 9^{\circ}13'39''$	1454.99'	234.33'



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

PROJECT NAME:	SYCAMORE DAM OUTLET MODIFICATION	SCALE 1"=60'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S):	4-1040-6	DATE 8/13/24	CHECK BY DC
RCFC-WCD PROJECT NUMBER:	1-0-00042-90	SHEET NO. 1 OF 1	



GRAPHIC  
SCALE  
0' 60'  
1 INCH = 60 FEET

## EXHIBIT "B"

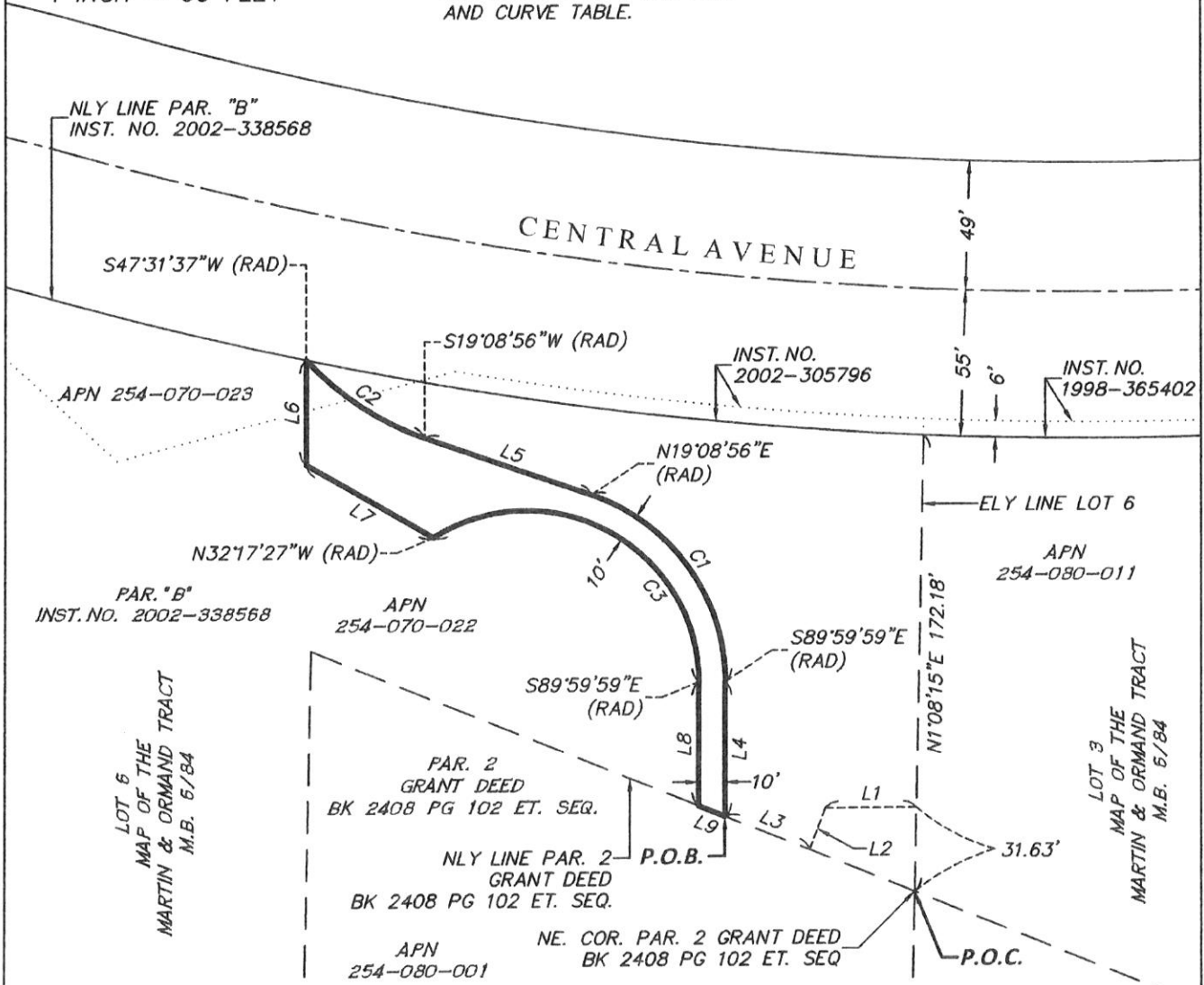
### LEGEND:

P.O.C. - POINT OF COMMENCEMENT

P.O.B. - POINT OF BEGINNING

### NOTE:

SEE SHEET 2 OF 2 FOR LINE  
AND CURVE TABLE.



## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	SYCAMORE DAM OUTLET MODIFICATION	SCALE 1"=60'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S):	TEMPORARY CONSTRUCTION EASEMENT	DATE 3/7/24	CHECK BY DC
RCFC-WCD PROJECT NUMBER:	1-0-00042-90	SHEET NO.	1 OF 2

## EXHIBIT "B"

Line Table		
LINE #	DIRECTION	LENGTH
L1	S89°57'24"W	34.48'
L2	S20°40'43"W	16.71'
L3	N68°06'51"W	34.02'
L4	N00°00'01"E	50.65'
L5	N70°51'04"W	66.23'
L6	S00°00'00"E	39.34'
L7	S60°00'00"E	55.20'
L8	S00°00'01"W	46.63'
L9	S68°06'51"E	10.78'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	$\Delta=70^{\circ}51'05''$	75.00'	92.74'
C2	$\Delta=28^{\circ}22'41''$	108.80'	53.89'
C3	$\Delta=122^{\circ}17'28''$	65.00'	138.73'

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

PROJECT NAME:	<b>SYCAMORE DAM OUTLET MODIFICATION</b>	SCALE	N.T.S.	DRAWN BY	SB
RCFC-WCD PARCEL NUMBER(S):	<b>TEMPORARY CONSTRUCTION EASEMENT</b>	DATE	3/7/24	CHECK BY	DC
RCFC-WCD PROJECT NUMBER:	<b>1-0-00042-90</b>	SHEET NO.	2 OF 2		

Project: Sycamore Dam Outlet Modification Stage 90  
 Project No. 1-0-00042-90  
 APNs 254-070-022 and 254-070-023 (portions)  
 RCFC Parcel No. 4-1040-6

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 12<sup>th</sup> day of March 2024 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic (hereinafter called "DISTRICT" or "BUYER") and SOCAL CENTRAL, LLC, a Delaware limited liability company (hereinafter called "SELLER"), for acquisition by BUYER from SELLER of certain real property interests for the Sycamore Dam Outlet Modification Stage 90 (hereinafter called "PROJECT").

### RECITALS

- A. SELLER is the owner of certain real properties located in the city of Riverside, County of Riverside, State of California, consisting of approximately 213,008 square feet (4.89 acres+/-) of land, commonly known as Assessor's Parcel Number ("APN") 254-070-022 and consisting of approximately 4,356 square feet (0.10 acres +/-) of land commonly known as APN 254-070-023 and the related improvements, appurtenances, and certain related personal and intangible property ("PROPERTIES").
- B. SELLER desires to sell and BUYER desires to purchase a portion of the PROPERTIES as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT FOR 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 PROPERTIES in fee consisting of 16,433 square feet (0.377 acre +/-) and a temporary construction easement ("TCE") consisting of 4,116 square feet (0.094 acre +/-), which is a portion of APN's 254-070-022 and 254-070-023 ("SELLER's PROPERTY"). BUYER has the authority to exercise the power of eminent domain. SELLER's PROPERTY is being sold by SELLER to BUYER under a threat or imminence of condemnation.
  - A. The fee interest will hereinafter be referred to as RCFC Parcel No. 4-1040-6 and is legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto and by this reference incorporated herein.
  - B. The TCE as described shall be in the form of the Temporary Construction Easement Agreement attached as Exhibit "D". The TCE area is legally described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part of hereof and labeled "Temporary Construction Easement".



2. PURCHASE PRICE. The total purchase price the BUYER will provide to SELLER is:  
ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) ("Purchase Price")  
described as follows:

Fee interest:

RCFC Parcel No. 4-1040-6	16,433 sq. ft.	\$118,317.60
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TCE:

Portion of APN's 254-070-022 and 254-070-023	4,116 sq. ft.	\$9,878.40
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Total Purchase Price value:	\$128,196.00
Rounded:	\$130,000.00

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

3. PERMISSION TO ENTER ON SELLER'S PROPERTY. SELLER hereby grants to BUYER or its authorized agents (collectively, "BUYER Parties"), 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 at BUYER's sole cost; provided BUYER may not conduct any environmental or invasive testing without SELLER's prior written consent, which will not be unreasonably withheld. BUYER shall not enter any other portion of the PROPERTIES. BUYER will give SELLER reasonable 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 is in any way connected with BUYER's or BUYER Parties' entry on, and inspections or non-permanent improvements involving entrance onto, SELLER's PROPERTY pursuant to this Section 3. If the Close of Escrow does not occur due to BUYER's default, this Agreement will terminate, and in such event, BUYER will reasonably restore SELLER's PROPERTY to the condition in which the same was found before any such entry was undertaken and remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from, SELLER's PROPERTY. If BUYER does not restore or 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 restore and/or remove said personal property, facilities, tools and equipment from SELLER's PROPERTY. In the event BUYER fails to timely restore and/or remove BUYER's personal property, facilities, tools and equipment from the SELLER's PROPERTY after entering SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections, as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such restoration and removal by SELLER. In connection with this

Section 3, BUYER shall not unreasonably interfere with the operation of, damage or permit liens to attach to, any portion of the PROPERTIES.

4. ESCROW. The parties will establish an escrow (the "Escrow") at First American Title Insurance Company ("Escrow Holder") to accommodate the transaction contemplated by this Agreement. If the Escrow Holder is unwilling or unable to perform, DISTRICT shall designate another Escrow Holder. 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 Escrow within ten (10) business days of the date on which this Agreement is fully executed by the parties. "Close of Escrow", "Closing", and "Closing Date" means the date on which Escrow Holder receives from BUYER and SELLER all funds and documents required to be delivered hereunder, BUYER and SELLER have authorized Escrow Holder to close this transaction, and Escrow Holder confirms the Closing has occurred. 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 ninety (90) 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 ("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. Funds. At least one (1) business day prior to the Close of Escrow, BUYER shall deliver to Escrow Holder the sum of the Purchase Price, plus all escrow fees, recording fees and the fee for the Title Policy and any endorsements requested by BUYER. Promptly upon Close of Escrow, Escrow Holder shall disburse all funds deposited with Escrow Holder by BUYER in payment of the 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) disburse the Purchase Price to SELLER; and (c) disburse any excess proceeds deposited by BUYER to BUYER.
- B. Recording. Concurrently with the Closing, submit for recording the fully executed Grant Deed in favor of BUYER in the form attached to this Agreement as Exhibit "C" and by this reference incorporated herein, and cause the same to be recorded with the Riverside County Recorder. Following recordation of the Grant Deed, obtain conformed copies thereof for distribution to BUYER and SELLER.
- C. Title Policy. Direct the Title Company to issue the Title Policy for the SELLER's PROPERTY to BUYER.
- D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER (excluding any of SELLER's confidential organizational documents, authority documents and/or

tax-related documents). Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.

- E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of or supplement to, any instructions must be in writing.

5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, the Escrow Holder shall obtain and issue a preliminary title report for the Properties. Escrow Holder will deliver the preliminary title report containing hyperlinks to all instruments identified as vesting and exceptions to BUYER and SELLER. Hyperlinks allow the BUYER and SELLER to access said instruments at their convenience. Escrow Holder will insure BUYER's title to the fee portion of SELLER's PROPERTY, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance ("Title Policy"). BUYER shall pay for the cost of the Title Policy and any endorsements requested by BUYER. The Title Policy provided for pursuant to this Section 5 will insure BUYER's interest in the portion of SELLER's PROPERTY referred to as RCFC Parcel No. 4-1040-6, is free and clear of all monetary liens securing loans made to SELLER, mechanics' liens for work contracted for by SELLER, judgment liens against SELLER and delinquent real property taxes (collectively, "Monetary Liens"), and is subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

- A. The applicable laws, ordinances, rules and governmental regulations, including zoning, building and development regulations of any municipality, county, state or federal jurisdiction, affecting the SELLER's PROPERTY.
- B. Except for Monetary Liens, (i) those exceptions not objected to by BUYER in writing delivered to Escrow Holder and SELLER ("Title Notice") within ten (10) business days after the date BUYER receives the preliminary title report and legible copies of all instruments noted as exceptions therein ("Title Date"), and (ii) those exceptions disapproved by BUYER in a Title Notice, where SELLER has elected (or is deemed to have elected) not to remove or cure the same. If BUYER "unconditionally disapproves" any exceptions by the Title Date, then Escrow will thereupon terminate, all funds deposited therein by BUYER will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be of no further force or effect. If BUYER "conditionally disapproves" any exceptions by the Title Date, then SELLER may elect to deliver written notice to BUYER and Escrow Holder identifying which disapproved exceptions SELLER shall cause to be removed by or on the Close of Escrow ("Seller's Response") (other than Monetary Liens on RCFC Parcel No. 4-1040-6 which SELLER shall cause to be removed or cured prior to Closing). Seller's failure to deliver a Seller's Response within three (3) business days after receipt of the Title Notice shall be deemed to be Seller's election not to remove any exceptions disapproved in the Title Notice. If such conditionally disapproved exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept the SELLER's PROPERTY subject to such exceptions (in

which event such exceptions shall be deemed "Permitted Title Exceptions"), or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, the Title Policy shall insure that BUYER's fee interest in the portion of SELLER's PROPERTY referred to as RCFC Parcel No. 4-1040-6 will be free and clear of all Monetary Liens.

- C. Taxes: Current fiscal year real estate taxes and real estate taxes for any subsequent years not yet due and payable, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be current at the Close of Escrow.
  - D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record, any matters which would be disclosed by an accurate survey of or physical inspection of the SELLER's PROPERTY, any exceptions created by or with the consent of BUYER and the preprinted standard exceptions, conditions and exclusions in the jacket of the Title Policy.
6. 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 the SELLER's PROPERTY by BUYER, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow.
7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:
- A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the SELLER's PROPERTY or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.
  - B. To the best of SELLER's knowledge, and except as may be disclosed by the preliminary title report, 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 not cause any damage to the SELLER's PROPERTY and shall perform all of its obligations under any service contracts or other contracts affecting the SELLER's PROPERTY.
  - D. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the 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, the preliminary title report or otherwise in writing to BUYER.



- E. To the best of SELLER's knowledge, and subject to SELLER obtaining the Lender Approval (defined in Section 9(B)(3) below), neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the SELLER's PROPERTY may be bound.
- F. SELLER represents and warrants that until the Close of Escrow SELLER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 7 not to be true as of Closing, promptly give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about SELLER's PROPERTY or transport any Hazardous Materials to or from the 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 which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) 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 SELLER's knowledge, SELLER has not received written notice from any governmental authority that the SELLER's PROPERTY is in violation of applicable statutes and regulations, including environmental, health and safety requirements.
- I. Subject to SELLER obtaining the Lender Approval, this Agreement and the performance of SELLER's obligations under it and all documents executed by

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

Whenever phrases such as "to the best of SELLER's knowledge" are used in this Agreement, they will be deemed to refer to relevant and material matters known or which should be known by SELLER, with a duty of reasonable inquiry or investigation. The foregoing representations and warranties of SELLER will survive for a period of twelve (12) months after the Close of Escrow.

8. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents and warrants to SELLER the following; it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:
  - A. BUYER has taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.
  - B. BUYER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date will be, legal, valid and binding obligations of BUYER and can consummate the interest, including, but not limited to, any supplemental instructions required to complete the transaction.
9. CLOSING CONDITIONS.
  - A. All obligations of BUYER to purchase SELLER's PROPERTY under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
    - 1) SELLER shall deliver to Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "C" by this reference incorporated herein.
    - 2) SELLER must deliver an executed Right of Entry and Temporary Construction Easement Agreement in the form attached to this Agreement as Exhibit "D" by this reference incorporated herein.

- 3) SELLER must have delivered to Escrow the documents required to be delivered through Escrow at Closing.
- 4) 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.
- 5) All necessary agreements and consents of BUYER to consummate the transaction contemplated by this Agreement will have been obtained.
- 6) Seller shall deliver into Escrow prior to Closing a written consent or other 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 the Escrow Holder to issue the Title Policy.

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 SELLER's PROPERTY is expressly conditioned on the fulfillment of each of the following conditions at or before the Closing:

- 1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
- 2) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.
- 3) SELLER shall have received unconditional approval from the lender that currently holds a deed of trust recorded against the SELLER's PROPERTY ("SELLER's Lender") to consummate the transaction completed by this Agreement, including SELLER's Lender's approval and agreement to release the lien of the deed of trust that encumbers RCFC Parcel No. 4-1040-6, by delivering any documents or instruments required by Escrow Holder or the Title Company (including a partial release and reconveyance of such deed of trust) in order to remove the lien of the deed of trust from title to the fee for RCFC Parcel No. 4-1040-6 (the "Lender Approval").

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

C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the real property

interest including, but not limited to, any supplemental instructions required to complete the transaction.

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

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any Monetary Liens encumbering the portion of SELLER's PROPERTY referred to herein as RCFC Parcel No. 4-1040-6; and
- 2) All costs associated with SELLER's attorney fees.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs, and all documentary transfer taxes;
- 2) Cost of the CLTA Standard coverage policy and any endorsements requested by BUYER; and
- 3) Cost of recording the Grant Deed, if any.

C. Prorations. All receipts and disbursements of the 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 as further set forth on the estimated settlement statement approved by SELLER. 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. SELLER's PROPERTY shall be exempt from general and special county taxes, and all such taxes and penalties, if any, shall be cancelled for the entirety of the SELLER's PROPERTY as of the date of conveyance of the SELLER's PROPERTY to BUYER from SELLER. Within thirty (30) days after the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the Property tax exemption for SELLER's PROPERTY, and shall provide a copies of any such filings to SELLER. 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



- SELLER: Social Central, LLC  
11661 San Vicente Boulevard, Suite 510  
Los Angeles, CA 90049  
Attention: David Bly
- 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

15. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER, at Buyer's cost, will provide to BUYER the Natural Hazard Disclosure Statement ("NHD"), provided by Escrow Holder while in escrow, which shall be deemed to satisfy SELLER's obligations in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694. Delivery of the NHD fully and completely discharges SELLER from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of SELLER for errors and/or omissions not within its personal knowledge shall be deemed to apply.
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting party and to Escrow Holder, and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Notwithstanding the foregoing to the contrary, if the defaulting party is SELLER, then BUYER may, at its option and as its exclusive remedy, either (i) terminate this Agreement by giving written notice of termination to SELLER, and both BUYER and SELLER will be relieved of any further obligations or liabilities hereunder, except for those obligations which expressly survive termination hereof or (ii) seek specific performance of this Agreement, and if BUYER elects the remedy in this subsection (ii), then BUYER must commence and file such specific performance action in the appropriate court not later than thirty (30) days following the Closing Date. BUYER specifically waives any right to pursue any other remedy at law or equity for such default of SELLER, including, without limitation, any right to seek, claim, or obtain actual damages, punitive damages, or consequential damages.
- 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 subject to Section 16 below.
- H. Time of Essence. 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. Remedies Not Exclusive and Waivers. Except as expressly set forth herein, no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- M. Brokers. SELLER and BUYER each represent and warrant to one another that such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not Close of Escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER's Broker. The provisions of this Section 15.M. shall survive Closing hereunder or termination of this Agreement.
- N. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party may be entitled to recover reasonable attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction.
16. ASSIGNMENT. BUYER may not assign its rights under this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld; provided, however, it shall be deemed reasonable for SELLER to withhold consent to any assignment of this Agreement by BUYER (i) to an entity that is not an affiliate of the County of Riverside or (ii) if such assignment may cause the transaction contemplated by this Agreement (A) to fail to qualify as tax-exempt or (B) to fail to satisfy the terms and provisions of Section 10(C)(1) above or (C) to violate applicable subdivision map laws. No such assignment shall relieve BUYER of any of its obligations under this Agreement.
17. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting parties.
18. BUYER's ACKNOWLEDGEMENT. As a material inducement to SELLER to enter into this Agreement and to convey the SELLER's PROPERTY to BUYER, BUYER hereby acknowledges and agrees that:
- 18.1 AS-IS. Except as otherwise expressly set forth in this Agreement, BUYER is purchasing the SELLER's PROPERTY in its existing condition, "AS-IS, WHERE-IS, WITH ALL FAULTS", and upon the Closing Date has made or has waived all inspections and investigations of the SELLER's PROPERTY and its vicinity which BUYER believes



are necessary to protect its own interest in, and its contemplated use of, the SELLER's PROPERTY.

18.2 Release. As of the Close of Escrow, BUYER and SELLER, and their agents, members, partners, employees, representatives, officers, directors, related and affiliated entities, successors, and assigns hereby fully and irrevocably release each other from any and all claims that the other may have or thereafter acquire for any cost, loss, liability, damage, expense, demand, action, or cause of action (collectively, the "Claims") arising from or related to any matter of any nature relating to, the SELLER's PROPERTY including, without limitation, BUYER's purchase of the SELLER's PROPERTY, the physical condition of the SELLER's PROPERTY, any latent or patent construction defects, errors, or omissions, compliance with law matters, Hazardous Substances and other environmental matters within, under, or upon, or in the vicinity of the SELLER's PROPERTY, including, without limitation, any Environmental Laws. The foregoing release shall include, without limitation, any Claims BUYER may have pursuant to any statutory or common law right BUYER may have to receive disclosures from SELLER, including, without limitation, any disclosures as to the SELLER's PROPERTY location within areas designated as subject to flooding, fire, seismic, or earthquake risks by any federal, state, or local entity, the presence of Hazardous Substances on or beneath the SELLER's PROPERTY, the need to obtain flood insurance, the certification of water heater bracing, and/or the advisability of obtaining title insurance, or any other condition or circumstance affecting the SELLER's PROPERTY, its financial viability, use, or operation, or any portion thereof. This release includes Claims of which the parties are presently unaware or which the parties do not presently suspect to exist in their favor which, if known by the party, would materially affect the party's release of the other party. In connection with the general release set forth in this Section 18.2, the parties specifically waive the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

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BUYER'S INITIALS

18.3 No Representations. Neither SELLER, nor any person or entity acting by or on behalf of SELLER, nor any direct or indirect, parent, member, partner, officer, director, shareholder, or employee of SELLER or any of the foregoing, nor any agent, affiliate, successor, or assign of SELLER or any of the foregoing (collectively, the "SELLER Group") has made any representation, warranty, inducement, promise, agreement, assurance, or statement, oral or written, of any kind to BUYER upon which BUYER is relying, or in connection with which BUYER has made or will make any decisions concerning the SELLER'S PROPERTY or its vicinity including, without limitation, its use, condition, value, square footage, compliance with Governmental Regulations,

existence or absence of Hazardous Substances, or the permissibility, feasibility, or convertibility of all or any portion of the SELLER'S PROPERTY for any particular use or purpose, including, without limitation, its present or future prospects for sale, lease, development, occupancy, or suitability as security for financing. As used herein, the term "Governmental Regulations" means any laws (including Environmental Laws), ordinances, rules, requirements, resolutions, policy statements, and regulations (including, without limitation, those relating to land use, subdivision, zoning, Hazardous Substances, occupational health and safety, handicapped access, water, earthquake hazard reduction, and building and fire codes) of any governmental or quasi-governmental body or agency claiming jurisdiction over the SELLER'S PROPERTY. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, rules, and regulations now or hereafter in force, whether statutory or common law, as amended from time to time, and all federal and state court decisions, consent decrees, and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Clean Water Act, 33 U.S.C. § 1251, et seq. "Hazardous Substances" shall mean any substance or material that is described as a toxic or hazardous substance, waste or material, or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, and includes asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum based products and petroleum additives and derived substances, lead-based paint, mold, fungi or bacterial matter, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

18.4 No Implied Warranties. SELLER hereby specifically disclaims: (a) all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the SELLER's PROPERTY, or the performance of Seller's obligations hereunder including, without limitation, all implied warranties of merchantability, habitability, and/or fitness for a particular purpose; and (b) any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature and condition of the SELLER's PROPERTY or other items conveyed hereunder, including, without limitation, the water, soil, and geology, the suitability thereof and of the SELLER's PROPERTY or other items conveyed hereunder for any and all activities and uses which BUYER may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other Hazardous Substances) or compliance with applicable Environmental Laws; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; and (iii) the compliance of the SELLER's PROPERTY or other items conveyed hereunder or its operation with any Governmental Regulations.

(SIGNATURES ON THE NEXT 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:**

**SOCAL CENTRAL, LLC**, a Delaware limited liability company

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

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

Name: Steven L. Fomberg

Title: Authorized Person

**BUYER:**

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

Date: APR 08 2025

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

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

RYAN YABKO  
Deputy County Counsel

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By \_\_\_\_\_

DEPUTY

Date: 3/27/25

Project: Sycamore Dam Outlet Modification Stage 90  
Project No: 1-0-00042-90  
APN: 254-070-022 and 254-070-023  
RCFC Parcel No. 4-1040-6  
TH:zl  
12/16/2024



# EXHIBIT "A"

(LEGAL DESCRIPTION)

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

SYCAMORE DAM OUTLET MODIFICATION

Parcel No. 4-1040-6

APN'S: 254-070-022 / 254-070-023

In the City of Riverside, County of Riverside, State of California, being that portion of Lot 6 of the Map of The Martin & Ormand Tract, filed in Book 6, Page 84 of maps, records of said county, lying northerly and easterly of the following described line:

**Commencing** at the northeasterly corner of the land described as Parcel 2 in the Grant Deed recorded February 3, 1959, in Book 2408, Page 102 Et. Seq. of Official Records of said county,

Thence North 68°06'51" West 76.86 feet along the northerly line of said Parcel 2 to the **Point of Beginning**;

Thence North 0°00'01" East 50.65 feet to a curve concave southwesterly having a radius of 75.00 feet;

Thence northerly, northwesterly, and westerly along said curve 92.74 feet through a central angle of 70°51'05";

Thence North 70°51'04" West 66.23 feet to a curve concave northeasterly having a radius of 108.80 feet;

Thence northwesterly along said curve 53.89 feet through a central angle of 28°22'41" to the northerly line of the land described as Parcel "B" in the Certificate of Compliance for Lot Line Adjustment recorded June 20, 2002, Instrument No. 2002-338568 of Official Records of said county, said point being the **Point of Terminus**.

Containing 16,433 square feet / 0.377 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996949.

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



  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 8-13-24

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

SYCAMORE DAM OUTLET MODIFICATION

**Temporary Construction Easement**

APN'S: 254-070-022 / 254-070-023

In the City of Riverside, County of Riverside, State of California, being that portion of Lot 6 of the Map of The Martin & Ormand Tract, filed in Book 6, Page 84 of maps, records of said county, described as follows:

**Commencing** at the northeasterly corner of the land described as Parcel 2 in the Grant Deed recorded February 3, 1959, in Book 2408, Page 102 Et. Seq. of Official Records of said county,

Thence North 1°08'15" East 31.63 feet along the easterly line of said Lot 6;

Thence South 89°57'24" West 34.48 feet;

Thence South 20°40'43" West 16.71 feet to the northerly line of said Parcel 2;

Thence North 68°06'51" West 34.02 feet along said northerly line of said Parcel 2 to the **Point of Beginning**;

Thence North 0°00'01" East 50.65 feet to a curve concave southwesterly having a radius of 75.00 feet;

Thence northerly, northwesterly, and westerly along said curve 92.74 feet through a central angle of 70°51'05";

Thence North 70°51'04" West 66.23 feet to a curve concave northeasterly having a radius of 108.80 feet ;

Thence northwesterly along said curve 53.89 feet through a central angle of 28°22'41" to the northerly line of the land described as Parcel "B" in the Certificate of Compliance for Lot Line Adjustment recorded June 20, 2002, Instrument No. 2002-338568 of Official Records of said county;

Thence South 0°00'00" East 39.34 feet;

Thence South 60°00'00" East 55.20 feet to a non-tangent curve concave southwesterly having a radius of 65.00 feet, a radial line to said curve bears North 32°17'27" West, said curve being concentric with and 10.00 feet southwesterly of that curve cited as having a radius of 75.00 feet and length of 92.74 feet;

Thence northeasterly, easterly, southeasterly, and southerly along said curve 138.73 feet through a central angle of 122°17'28" to a line parallel with and 10.00 feet westerly of that line cited as North 0°00'01" East 50.65 feet;

Thence South 0°00'01" West 46.63 feet to the northerly line of said Parcel 2;

Thence South 68°06'51" East 10.78 feet along said northerly line of said Parcel 2 to the **Point of Beginning**.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Containing 4,116 square feet / 0.094 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996949.

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



  
JAMES R. McNEILL

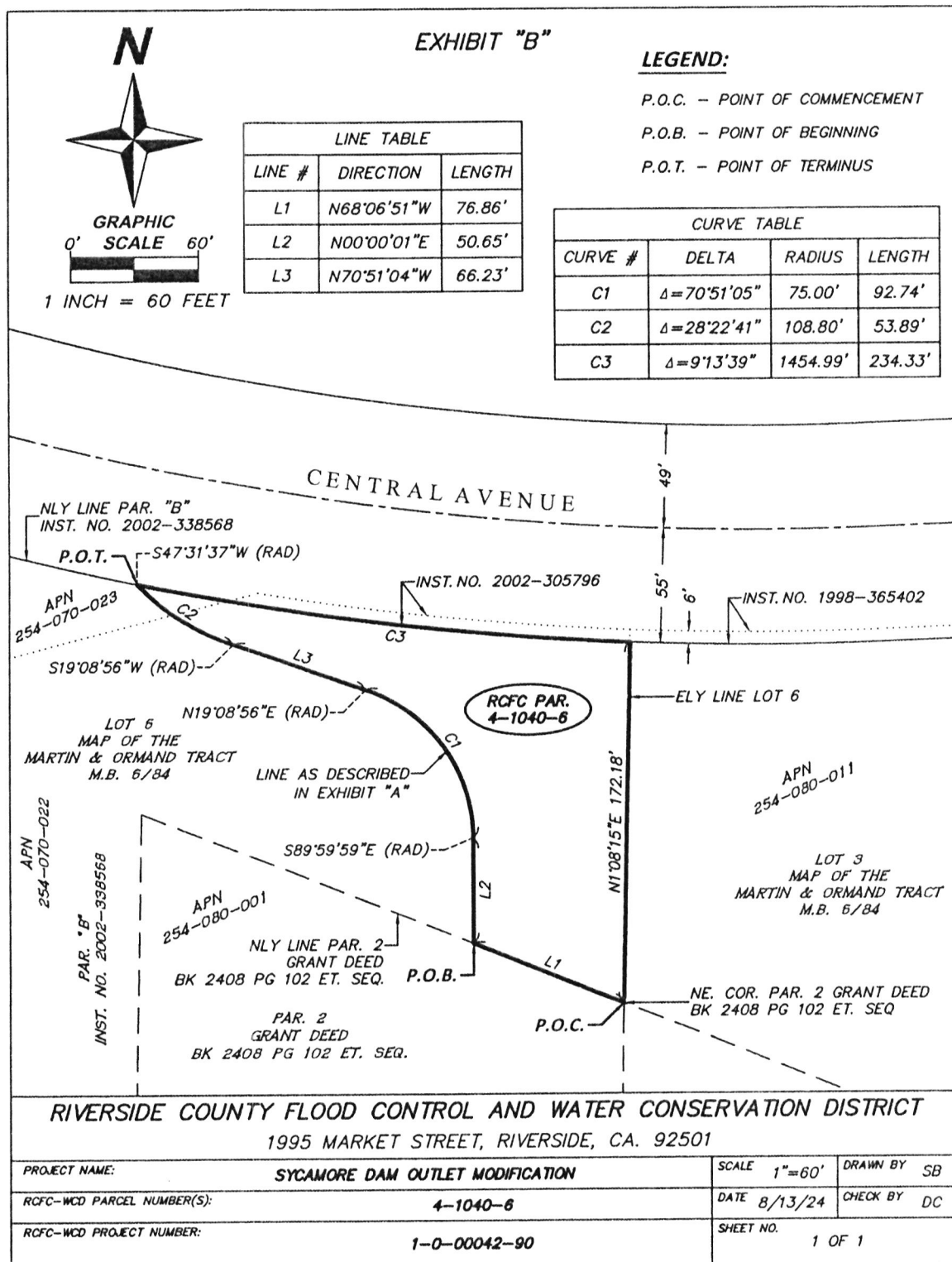
Land Surveyor No. 7752

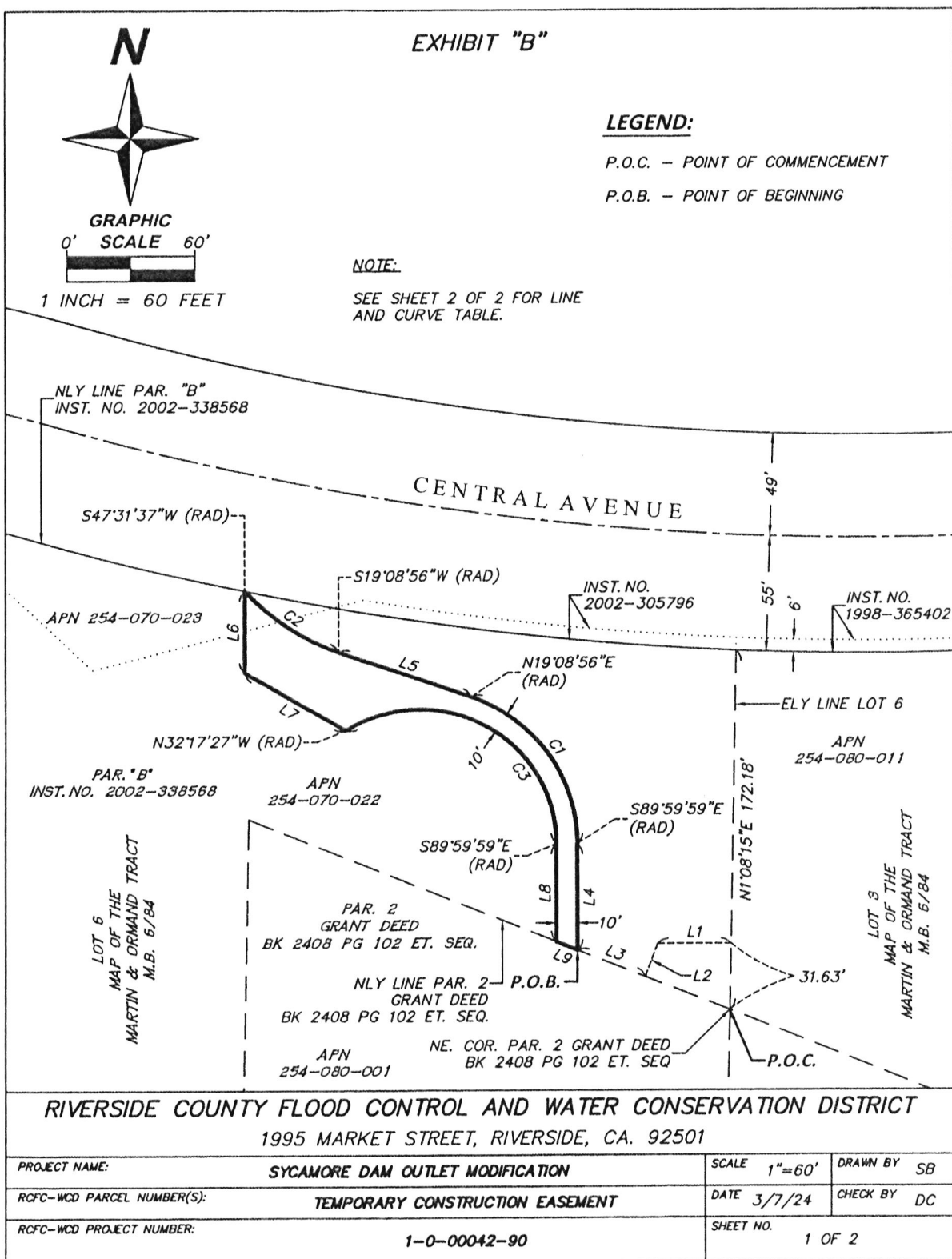
Date: 3-7-24

# EXHIBIT "B"

(LEGAL DEPICTION)







**EXHIBIT "B"**

<i>Line Table</i>		
<i>LINE #</i>	<i>DIRECTION</i>	<i>LENGTH</i>
L1	S89°57'24"W	34.48'
L2	S20°40'43"W	16.71'
L3	N68°06'51"W	34.02'
L4	N00°00'01"E	50.65'
L5	N70°51'04"W	66.23'
L6	S00°00'00"E	39.34'
L7	S60°00'00"E	55.20'
L8	S00°00'01"W	46.63'
L9	S68°06'51"E	10.78'

<i>Curve Table</i>			
<i>CURVE #</i>	<i>DELTA</i>	<i>RADIUS</i>	<i>LENGTH</i>
C1	$\Delta = 70^{\circ}51'05''$	75.00'	92.74'
C2	$\Delta = 28^{\circ}22'41''$	108.80'	53.89'
C3	$\Delta = 122^{\circ}17'28''$	65.00'	138.73'

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

PROJECT NAME:	<b>SYCAMORE DAM OUTLET MODIFICATION</b>	SCALE	N.T.S.	DRAWN BY	SB
RCFC-WCD PARCEL NUMBER(S):	<b>TEMPORARY CONSTRUCTION EASEMENT</b>	DATE	3/7/24	CHECK BY	DC
RCFC-WCD PROJECT NUMBER:	<b>1-0-00042-90</b>	SHEET NO.	2 OF 2		

# EXHIBIT "C"

(Grant Deed)

Recorded at request of, and return to:

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Sycamore Dam Outlet Modification Stage 90

Project No. 1-0-00042-90

NONE

RCFC Parcel No. 4-1040-6

APN's Portions of 254-070-022 and 254-070-023

**The undersigned grantor(s) declare(s)**

DOCUMENTARY TRANSFER TAX \$

## GRANT DEED

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

Subject to:

- (a) All liens, encumbrances, easements, covenants, conditions, restrictions, reservations, rights, easements, and other matters of record;
- (b) All matters which an accurate survey of the Property would disclose;
- (c) All matters which could be ascertained by a physical inspection of the Property;
- (d) Interests of parties in possession, and any existing leases or tenancies;
- (e) Any and all liens not yet delinquent for real property and personal property taxes and for general and special assessments against the Property; and
- (f) Building and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the Property.



Dated: \_\_\_\_\_

**SOCAL CENTRAL, LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 of notary)

Notary Public, 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 "D"

(TCE)

[ATTACHED AS THE FOLLOWING PAGES]

**SOCAL CENTRAL, LLC,**  
a Delaware limited liability company  
(Herein referred to as "GRANTOR"), and

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a body corporate and politic,  
(herein referred to as "DISTRICT")

Project: Sycamore Dam Outlet  
Modification Stage 90  
Project No. 1-0-00042-90  
APNs 254-070-022 and 254-070-023

### **RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Right of Entry and Temporary Construction Easement Agreement ("TCE") is hereby made this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between SOCAL CENTRAL, LLC, a Delaware limited liability company ("GRANTOR"), and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"). GRANTOR and DISTRICT are sometimes collectively referred to as the "Parties".

### **RECITALS**

- A. GRANTOR is the owner of certain real properties located in the city of Riverside, County of Riverside, State of California, with Assessor's Parcel Numbers 254-070-022 and 254-070-023 ("Properties") and has the right to grant to DISTRICT permission to enter upon and use the Properties.
- B. GRANTOR hereby grants to DISTRICT and its agents, employees, consultants and contractors, the temporary rights to enter onto a portion of the Properties for all purposes necessary to facilitate and accomplish the construction of the Sycamore Dam Outlet Modification Stage 90 ("Project") which includes access to facilitate trenching and back fill operations with road right of way, over that certain portion of the Properties legally described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof ("TCE Area").
- C. DISTRICT understands the right to use the TCE Area is non-exclusive; GRANTOR may use the TCE Area for any purposes deemed necessary by GRANTOR. If GRANTOR has the need to use TCE Area in such manner or time that would conflict with the rights granted to DISTRICT, GRANTOR and DISTRICT intend to coordinate as needed to minimize delays or disruption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GRANTOR and DISTRICT do hereby agree as follows:

- 1. The temporary, non-exclusive right is hereby granted to DISTRICT to enter upon and use the TCE Area for all purposes necessary to facilitate and accomplish construction

and staging for Project. GRANTOR shall grant no rights to third parties that are inconsistent with the reasonable exercise by DISTRICT of its rights under this TCE. DISTRICT acknowledges and agrees that the TCE Area and its use thereof is subject to all matters of record previously recorded against all or any portion of the TCE Area.

2. The TCE Area to be used during construction and implementation of the Project consists of, approximately 4,116 sq. ft. (.094 AC) and is legally described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part of hereof.
3. DISTRICT agrees to pay GRANTOR consideration for the Temporary Construction Easement as described in the Agreement for Purchase and Sale of Real Property by GRANTOR and DISTRICT.
4. Term: The rights granted herein may be exercised by DISTRICT for a period (the "Term") commencing upon the date hereof and expiring on the earlier of (i) the completion of the Project or (ii) twenty-four (24) months after the date hereof. DISTRICT shall deliver to GRANTOR at least forty-eight (48) hours' notice prior to the date the DISTRICT or its authorized agents initially enter upon and use the TCE Area. This TCE may be terminated by either party upon three (3) days' prior written notice to the other party or immediately on written notice by the DISTRICT to GRANTOR if it is determined that any Project actions are unsafe or a liability to the DISTRICT.
5. Notices: The Parties agree to the following minimum noticing requirements with respect to use of the Properties.

DISTRICT shall provide written, or electronic notice to GRANTOR at least forty-eight (48) hours prior to the initial mobilization onto the TCE Area. During periods of active use of the site by DISTRICT, GRANTOR agrees to notify DISTRICT at least forty-eight (48) hours prior to any planned activities by GRANTOR on the TCE Area to allow coordination of the activities and to minimize delays and/or interference with each other. All notices and demands shall be given in writing by certified mail, postage prepaid and return receipt requested, or by personal delivery, or by email transmission (provided a confirming copy is simultaneously sent by overnight delivery using a nationally recognized overnight courier). 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; (c) one (1) business day following deposit with an overnight courier service; or (d) if by email, when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day.

Notices shall be sent to:

If to GRANTOR:

SoCal Central, LLC  
Attn: David Bly  
11661 San Vicente Boulevard, Suite 510

Los Angeles, CA 90049  
Email: [david.bly@rwselby.com](mailto:david.bly@rwselby.com)

If to DISTRICT:

Riverside County Flood Control  
and Water Conservation District:  
Attn: Tom Hanks  
Real Property Agent  
1995 Market Street  
Riverside, CA 92501  
951.955.8041  
[thhanks@rivco.org](mailto:thhanks@rivco.org)

6. Access to the TCE Area: DISTRICT agrees not to damage GRANTOR's Properties in accessing the TCE Area. In connection with DISTRICT's entry rights, DISTRICT shall not unreasonably interfere with the operation of, damage or permit liens to attach to, any portion of GRANTOR's Properties.
7. Condition of TCE Area. At the termination of the period of use of GRANTOR's land by DISTRICT but before its relinquishment to GRANTOR, all personal property, facilities, tools, equipment and debris generated by DISTRICT's use will be removed, fencing or other properties will be restored, and the surface will be graded to restore the TCE Area to a condition equal to or better than its condition at the commencement of the Term all at the DISTRICT's sole cost, failing which GRANTOR shall have the right to remove such items and restore the TCE AREA as provided hereinabove, in which case DISTRICT shall be responsible for all reasonable costs incurred by GRANTOR in connection with any such restoration and removal by GRANTOR.
8. Hold Harmless: GRANTOR shall be held harmless from all claims of third persons arising from the use of the TCE Area by DISTRICT. DISTRICT does hereby indemnify and hold harmless GRANTOR, GRANTOR's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with DISTRICT's entry on and use of all or any portion of GRANTOR's Properties pursuant to this TCE, except for those claims arising out of the sole negligence or willful misconduct of the Grantor.
9. Entire TCE: This Agreement is the result of negotiations between the Parties hereto. Each party acknowledges that in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.
10. This Agreement shall be binding on and inure to the benefit of the Parties, their assigns and successors in interest, and the Parties shall be bound by all the terms and conditions contained in this TCE. DISTRICT may not assign its rights under this TCE without the



prior written consent of GRANTOR, which will not be unreasonably withheld; provided, however, it shall be deemed reasonable for GRANTOR to withhold consent to any assignment of this TCE by DISTRICT (i) to an entity that is not an affiliate of the County of Riverside or (ii) to any entity other than any party to whom DISTRICT assigns its rights under that certain Agreement for Purchase and Sale of Real Property dated \_\_\_\_\_, 202\_ by DISTRICT (as Buyer) and GRANTOR (as Seller).

11. Governing Law and Venue; Attorney's Fees. This TCE shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this TCE shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto hereby waive all provisions of law providing for a change of venue of such proceedings to any other county. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this TCE or because of a breach of this TCE by the other Party, the prevailing Party may be entitled to recover reasonable attorneys' fees from the other Party only if the prevailing Party has prevailed in a judgment by a court of competent jurisdiction.
12. Electronic Signature. This TCE may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this TCE. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
13. Modification: This TCE shall not be changed, modified or amended except upon the written consent of the Parties.
14. Counterparts. This TCE may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

//

(Signatures on next page)

IN WITNESS WHEREOF, the Parties hereto have executed this TCE on date indicated on Page 1.

**GRANTOR:**

**SOCAL CENTRAL, LLC**, a Delaware limited liability company

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

**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

**APPROVED AS TO FORM:**

MINH C. TRAN  
County Counsel

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

RYAN YABKO

Deputy County Counsel

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

Project: Sycamore Dam Outlet Modification Stage 90

Project No. 1-0-00042-90

APNs: 254-070-022 and 254-070-023

TH:zl

12/17/2024

**SOCAL CENTRAL, LLC,**  
a Delaware limited liability company  
(Herein referred to as "GRANTOR"), and

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a body corporate and politic,  
(herein referred to as "DISTRICT")

Project: Sycamore Dam Outlet  
Modification Stage 90  
Project No. 1-0-00042-90  
APNs 254-070-022 and 254-070-023

### **RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Right of Entry and Temporary Construction Easement Agreement ("TCE") is hereby made this 12<sup>th</sup> day of March, 2025 by and between SOCAL CENTRAL, LLC, a Delaware limited liability company ("GRANTOR"), and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"). GRANTOR and DISTRICT are sometimes collectively referred to as the "Parties".

### **RECITALS**

- A. GRANTOR is the owner of certain real properties located in the city of Riverside, County of Riverside, State of California, with Assessor's Parcel Numbers 254-070-022 and 254-070-023 ("Properties") and has the right to grant to DISTRICT permission to enter upon and use the Properties.
- B. GRANTOR hereby grants to DISTRICT and its agents, employees, consultants and contractors, the temporary rights to enter onto a portion of the Properties for all purposes necessary to facilitate and accomplish the construction of the Sycamore Dam Outlet Modification Stage 90 ("Project") which includes access to facilitate trenching and back fill operations with road right of way, over that certain portion of the Properties legally described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof ("TCE Area").
- C. DISTRICT understands the right to use the TCE Area is non-exclusive; GRANTOR may use the TCE Area for any purposes deemed necessary by GRANTOR. If GRANTOR has the need to use TCE Area in such manner or time that would conflict with the rights granted to DISTRICT, GRANTOR and DISTRICT intend to coordinate as needed to minimize delays or disruption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GRANTOR and DISTRICT do hereby agree as follows:

- 1. The temporary, non-exclusive right is hereby granted to DISTRICT to enter upon and use the TCE Area for all purposes necessary to facilitate and accomplish construction

and staging for Project. GRANTOR shall grant no rights to third parties that are inconsistent with the reasonable exercise by DISTRICT of its rights under this TCE. DISTRICT acknowledges and agrees that the TCE Area and its use thereof is subject to all matters of record previously recorded against all or any portion of the TCE Area.

2. The TCE Area to be used during construction and implementation of the Project consists of, approximately 4,116 sq. ft. (.094 AC) and is legally described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part of hereof.
3. DISTRICT agrees to pay GRANTOR consideration for the Temporary Construction Easement as described in the Agreement for Purchase and Sale of Real Property by GRANTOR and DISTRICT.
4. Term: The rights granted herein may be exercised by DISTRICT for a period (the "Term") commencing upon the date hereof and expiring on the earlier of (i) the completion of the Project or (ii) twenty-four (24) months after the date hereof. DISTRICT shall deliver to GRANTOR at least forty-eight (48) hours' notice prior to the date the DISTRICT or its authorized agents initially enter upon and use the TCE Area. This TCE may be terminated by either party upon three (3) days' prior written notice to the other party or immediately on written notice by the DISTRICT to GRANTOR if it is determined that any Project actions are unsafe or a liability to the DISTRICT.
5. Notices: The Parties agree to the following minimum noticing requirements with respect to use of the Properties.

DISTRICT shall provide written, or electronic notice to GRANTOR at least forty-eight (48) hours prior to the initial mobilization onto the TCE Area. During periods of active use of the site by DISTRICT, GRANTOR agrees to notify DISTRICT at least forty-eight (48) hours prior to any planned activities by GRANTOR on the TCE Area to allow coordination of the activities and to minimize delays and/or interference with each other. All notices and demands shall be given in writing by certified mail, postage prepaid and return receipt requested, or by personal delivery, or by email transmission (provided a confirming copy is simultaneously sent by overnight delivery using a nationally recognized overnight courier). 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; (c) one (1) business day following deposit with an overnight courier service; or (d) if by email, when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day.

Notices shall be sent to:

If to GRANTOR:

SoCal Central, LLC  
Attn: David Bly  
11661 San Vicente Boulevard, Suite 510

Los Angeles, CA 90049  
Email: [david.bly@rwselby.com](mailto:david.bly@rwselby.com)

If to DISTRICT:

Riverside County Flood Control  
and Water Conservation District:  
Attn: Tom Hanks  
Real Property Agent  
1995 Market Street  
Riverside, CA 92501  
951.955.8041  
[thhanks@rivco.org](mailto:thhanks@rivco.org)

6. Access to the TCE Area: DISTRICT agrees not to damage GRANTOR's Properties in accessing the TCE Area. In connection with DISTRICT's entry rights, DISTRICT shall not unreasonably interfere with the operation of, damage or permit liens to attach to, any portion of GRANTOR's Properties.
7. Condition of TCE Area. At the termination of the period of use of GRANTOR's land by DISTRICT but before its relinquishment to GRANTOR, all personal property, facilities, tools, equipment and debris generated by DISTRICT's use will be removed, fencing or other properties will be restored, and the surface will be graded to restore the TCE Area to a condition equal to or better than its condition at the commencement of the Term all at the DISTRICT's sole cost, failing which GRANTOR shall have the right to remove such items and restore the TCE AREA as provided hereinabove, in which case DISTRICT shall be responsible for all reasonable costs incurred by GRANTOR in connection with any such restoration and removal by GRANTOR.
8. Hold Harmless: GRANTOR shall be held harmless from all claims of third persons arising from the use of the TCE Area by DISTRICT. DISTRICT does hereby indemnify and hold harmless GRANTOR, GRANTOR's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with DISTRICT's entry on and use of all or any portion of GRANTOR's Properties pursuant to this TCE, except for those claims arising out of the sole negligence or willful misconduct of the Grantor.
9. Entire TCE: This Agreement is the result of negotiations between the Parties hereto. Each party acknowledges that in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.
10. This Agreement shall be binding on and inure to the benefit of the Parties, their assigns and successors in interest, and the Parties shall be bound by all the terms and conditions contained in this TCE. DISTRICT may not assign its rights under this TCE without the



prior written consent of GRANTOR, which will not be unreasonably withheld; provided, however, it shall be deemed reasonable for GRANTOR to withhold consent to any assignment of this TCE by DISTRICT (i) to an entity that is not an affiliate of the County of Riverside or (ii) to any entity other than any party to whom DISTRICT assigns its rights under that certain Agreement for Purchase and Sale of Real Property dated \_\_\_\_\_, 202\_ by DISTRICT (as Buyer) and GRANTOR (as Seller).

11. Governing Law and Venue; Attorney's Fees. This TCE shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this TCE shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto hereby waive all provisions of law providing for a change of venue of such proceedings to any other county. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this TCE or because of a breach of this TCE by the other Party, the prevailing Party may be entitled to recover reasonable attorneys' fees from the other Party only if the prevailing Party has prevailed in a judgment by a court of competent jurisdiction.
12. Electronic Signature. This TCE may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this TCE. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
13. Modification: This TCE shall not be changed, modified or amended except upon the written consent of the Parties.
14. Counterparts. This TCE may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

//

(Signatures on next page)



IN WITNESS WHEREOF, the Parties hereto have executed this TCE on date indicated on Page 1.

## MAILING ADDRESS OF DISTRICT:

1995 Market Street  
Riverside, CA 92501

## DISTRICT:

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

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

By: [Signature]  
RYAN YABKO  
Deputy County Counsel

By: [Signature]  
JASON E. UHLEY  
General Manager-Chief Engineer

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By: [Signature]  
DERUTY

## MAILING ADDRESS OF GRANTOR:

11161 San Vicente Boulevard, Suite 510  
Los Angeles, CA 90049

**GRANTOR:**  
**SOCAL CENTRAL, LLC,**  
a Delaware limited liability corporation

By: [Signature]  
Name: Harvey K. Fomkes  
Title: Authorized Person  
Dated: 3-12-2025

Project: Sycamore Dam Outlet Modification Stage 90  
Project No. 1-0-00042-90  
APNs: 254-070-022 and 254-070-023  
TH:zl  
12/12/2024

EXHIBIT "A"

LEGAL DESCRIPTION OF TCE AREA

[ATTACHED AS THE FOLLOWING PAGES]

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

SYCAMORE DAM OUTLET MODIFICATION

**Temporary Construction Easement**

APN'S: 254-070-022 / 254-070-023

In the City of Riverside, County of Riverside, State of California, being that portion of Lot 6 of the Map of The Martin & Ormand Tract, filed in Book 6, Page 84 of maps, records of said county, described as follows:

**Commencing** at the northeasterly corner of the land described as Parcel 2 in the Grant Deed recorded February 3, 1959, in Book 2408, Page 102 Et. Seq. of Official Records of said county,

Thence North 1°08'15" East 31.63 feet along the easterly line of said Lot 6;

Thence South 89°57'24" West 34.48 feet;

Thence South 20°40'43" West 16.71 feet to the northerly line of said Parcel 2;

Thence North 68°06'51" West 34.02 feet along said northerly line of said Parcel 2 to the **Point of Beginning**;

Thence North 0°00'01" East 50.65 feet to a curve concave southwesterly having a radius of 75.00 feet;

Thence northerly, northwesterly, and westerly along said curve 92.74 feet through a central angle of 70°51'05";

Thence North 70°51'04" West 66.23 feet to a curve concave northeasterly having a radius of 108.80 feet ;

Thence northwesterly along said curve 53.89 feet through a central angle of 28°22'41" to the northerly line of the land described as Parcel "B" in the Certificate of Compliance for Lot Line Adjustment recorded June 20, 2002, Instrument No. 2002-338568 of Official Records of said county;

Thence South 0°00'00" East 39.34 feet;

Thence South 60°00'00" East 55.20 feet to a non-tangent curve concave southwesterly having a radius of 65.00 feet, a radial line to said curve bears North 32°17'27" West, said curve being concentric with and 10.00 feet southwesterly of that curve cited as having a radius of 75.00 feet and length of 92.74 feet;

Thence northeasterly, easterly, southeasterly, and southerly along said curve 138.73 feet through a central angle of 122°17'28" to a line parallel with and 10.00 feet westerly of that line cited as North 0°00'01" East 50.65 feet;

Thence South 0°00'01" West 46.63 feet to the northerly line of said Parcel 2;

Thence South 68°06'51" East 10.78 feet along said northerly line of said Parcel 2 to the **Point of Beginning**.


RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Containing 4,116 square feet / 0.094 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996949.

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

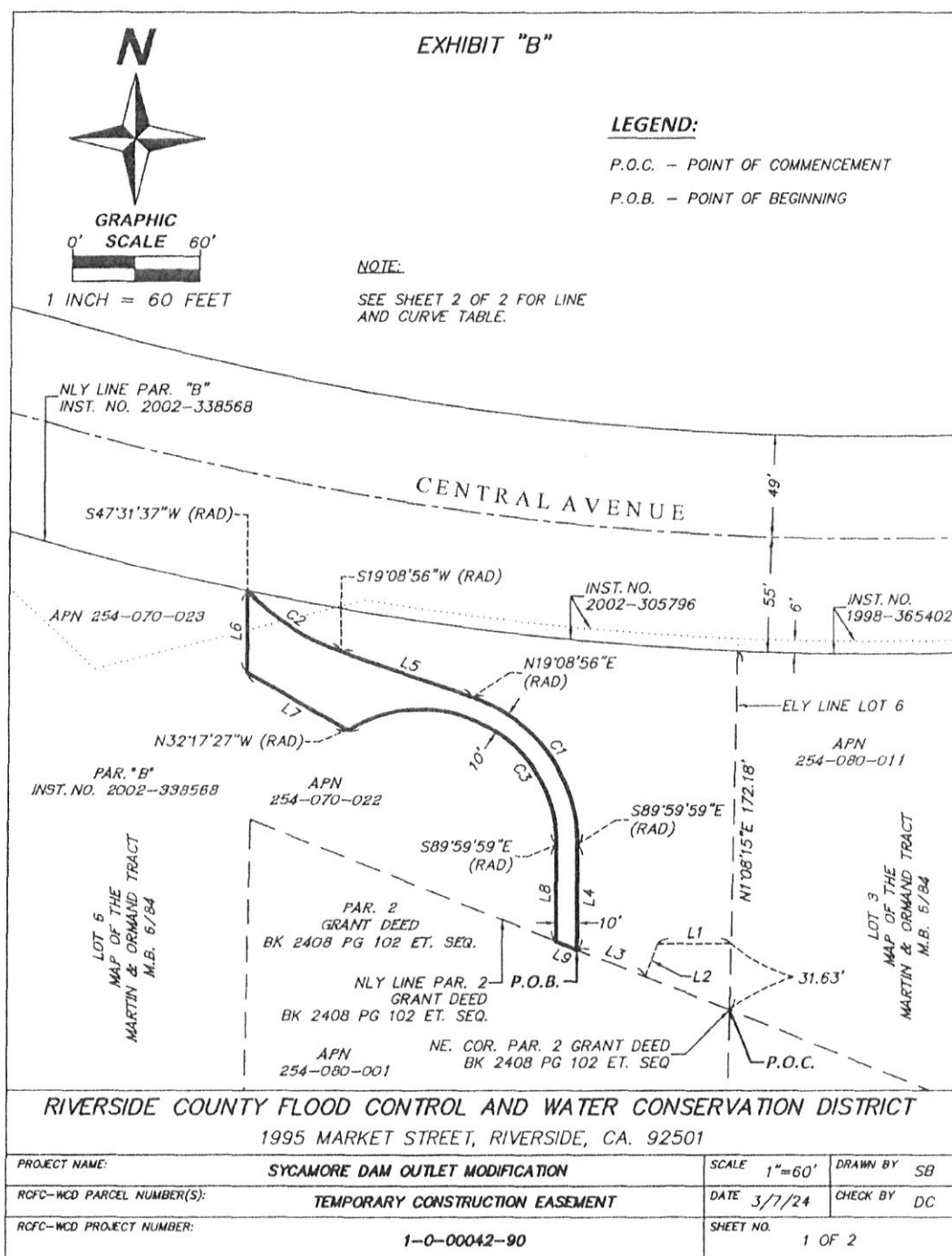


  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 5-7-24

**EXHIBIT "B"**

**DEPICTION OF TCE AREA**

[ATTACHED AS THE FOLLOWING PAGES]





## EXHIBIT "B"

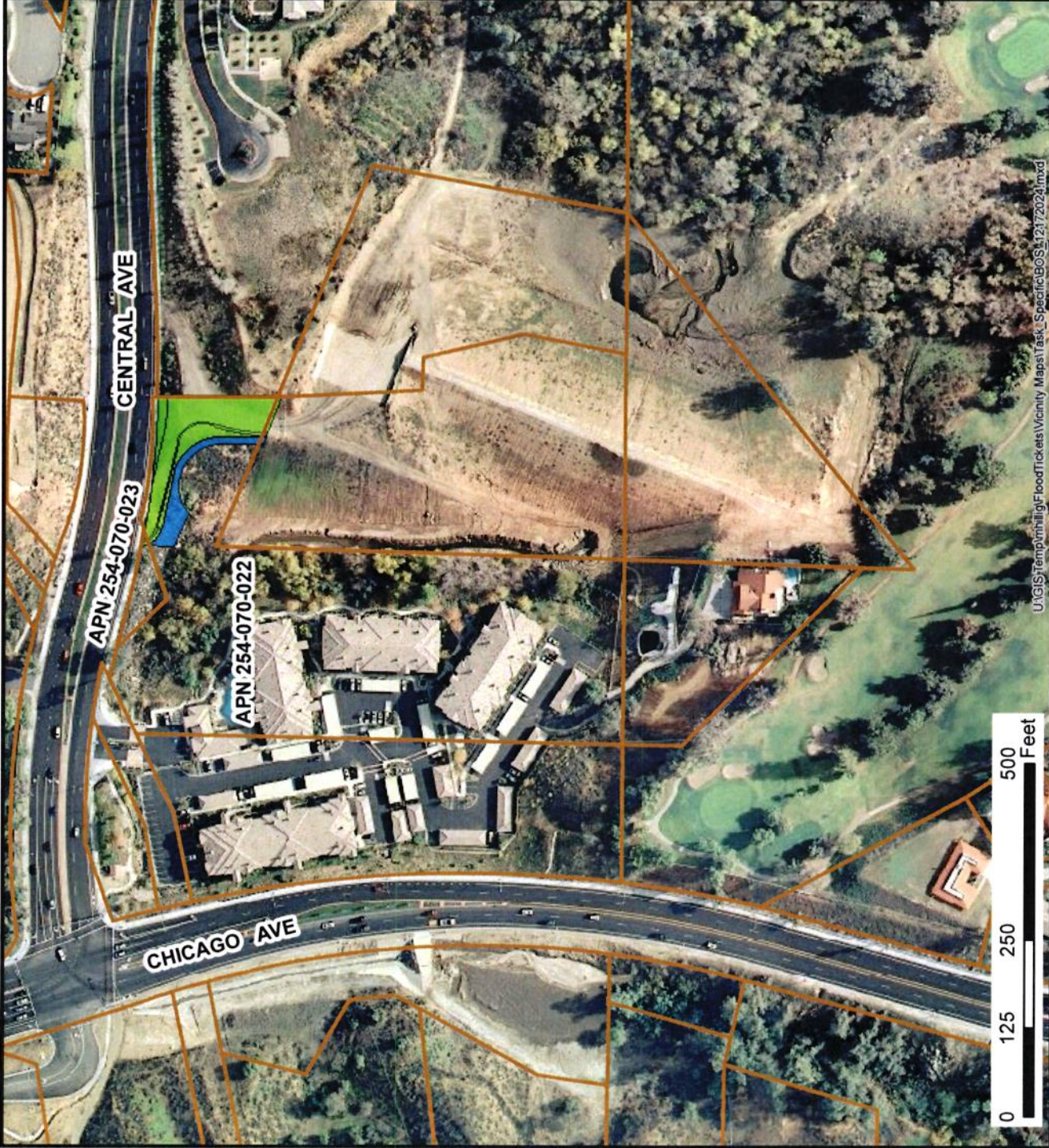
Line Table		
LINE #	DIRECTION	LENGTH
L1	S89°57'24"W	34.48'
L2	S20°40'43"W	16.71'
L3	N68°06'51"W	34.02'
L4	N00°00'01"E	50.65'
L5	N70°51'04"W	66.23'
L6	S00°00'00"E	39.34'
L7	S60°00'00"E	55.20'
L8	S00°00'01"W	46.63'
L9	S68°06'51"E	10.78'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	$\Delta = 70^{\circ}51'05''$	75.00'	92.74'
C2	$\Delta = 28^{\circ}22'41''$	108.80'	53.89'
C3	$\Delta = 122^{\circ}17'28''$	65.00'	138.73'

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

PROJECT NAME:	SYCAMORE DAM OUTLET MODIFICATION	SCALE	N.T.S.	DRAWN BY	SB
RCFC-WCD PARCEL NUMBER(S):	TEMPORARY CONSTRUCTION EASEMENT	DATE	3/7/24	CHECK BY	DC
RCFC-WCD PROJECT NUMBER:	1-0-00042-90	SHEET NO.	2 OF 2		





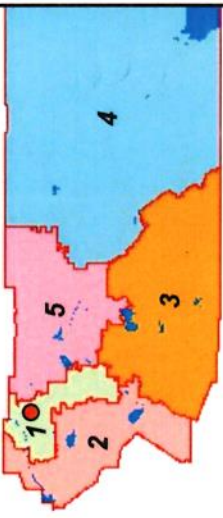
U:\GIS\Temp\hilling\FloodTrickets\Vicinity Maps\Task\_Specific\BOS\_12172024.mxd



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
SYCAMORE CANYON DAM OUTLET MODIFICATION STAGE 90  
PROJECT NUMBER 1-0-00042-90



Vicinity Map



Legend

- Assessor Parcels
- Fee Acquisition
- TCE - Temporary Construction Easement
- Supervisory District

Description

APN's 254-070-022 and 254-070-023  
RCFC Parcel #4-1040-6  
Sycamore Canyon Dam Outlet Modification Stage 90