

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 16.1**  
**(ID # 26701)**

**MEETING DATE:**  
Tuesday, April 08, 2025

**FROM :** Regional Parks and Open Space District

**SUBJECT:** REGIONAL PARK & OPEN-SPACE DISTRICT: Adoption of Resolution No. 2025-002, Authorization to Convey Fee Simple Interest in Real Property in the Unincorporated Area of Riverside, State of California, Assessor's Parcel Number 270-070-008 by Grant Deed to Raincross Development LLC, a California limited liability company and Approve the Agreement for Purchase and Sale of Real Property between the Riverside County Regional Park & Open-Space District and Raincross Development LLC; California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Section 15061(b)(3); District 1. [\$290,000] (Clerk to File Notice of Exemption)

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

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2025-002, Authorization to Convey Fee Simple Interest in Real Property located in the unincorporated area of Riverside, California, Assessor's Parcel Number 270-070-008 by Grant Deed to Raincross Development LLC, a California limited liability company;

Continued on page 2

**ACTION:Policy**


  
Kyla R. Brown, General Manager 3/3/2025

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Gutierrez, seconded by Director 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: Parks, FM-RE, State Clearinghouse, Recorder

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

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

3. Approve Agreement for Purchase and Sale of Real Property between the Riverside County Regional Park & Open Space District and Raincross Development LLC and authorize the Chair of the Board of Directors to execute the Agreement on behalf of the Riverside County Regional Park & Open-Space District;
4. Authorize the Chair of the Board of Directors to execute the Grant Deed to complete the conveyance of real property and this transaction;
5. Authorize the General Manager, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction; and
6. Direct the Clerk of the Board to file the Notice of Exemption to the County Clerk and the State Clearinghouse for posting within five (5) days of approval of this project.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$290,000	\$0	\$290,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$ 0
<b>SOURCE OF FUNDS: FUND 33100 – Park Acq &amp; Dev, District</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	24/25

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

**BACKGROUND:**

**Summary**

Riverside County Park and Open-Space District (District), intends to convey the real property located in the unincorporated area of Riverside, California, known as Assessor's Parcel Number 270-070-008 (Property) by Grant Deed to Raincross Development LLC, a California limited liability company (Buyer).

On January 9, 2024, the Board passed Item 13.2, declaring the Property surplus and no longer necessary for District purpose. The Property, along with other properties, was initially intended for the 7-mile Trail Project (Project), but after further consideration, it was determined the Project was not feasible due to property issues and overall cost. Pursuant to the Surplus Land Act (SLA), Notices of Availability were distributed on January 18, 2024. Under the SLA, entities interested in developing these properties have sixty (60) days to respond from the date the NOA was issued, which is by March 18, 2024. There were ultimately no parties interested in purchasing the Property. The California Department of Housing and Community Development (HCD) sent a letter to District on October 18, 2024 confirming it complied with the SLA. Therefore, the District may dispose of the Property without SLA restrictions.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

The Property was recently appraised by an independent appraiser at a value of \$290,000 and Buyer has agreed to pay this amount to District to purchase the Property. Pursuant to the California Environmental Quality Act (CEQA), this transfer was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense Exemption.

Resolution No. 2025-002, the Agreement for Purchase and Sale of Real Property, and Grant Deed have been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The surplus sale of the Property will benefit the citizens and businesses by returning this Property back to private use and purpose. The proceeds from the sale will benefit the District in their on-going operations to provide service to the community.

**ATTACHMENTS:**

- Resolution 2025-002
- Agreement for Purchase and Sale of Real Property
- Grant Deed
- Notice of Exemption
- Aerial Map
- HCD Written Approval Letter

    
Douglas Ordóñez Jr. 4/2/2025

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





State of California - Department of Fish and Wildlife  
**2025 ENVIRONMENTAL DOCUMENT FILING FEE  
CASH RECEIPT**  
DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:

25-104995

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNTY REGIONAL PARK & OPEN	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 04/09/2025
COUNTY/STATE AGENCY OF FILING RIVERSIDE		DOCUMENT NUMBER E-202500300
PROJECT TITLE		

COUNTY OF RIVERSIDE REGIONAL PARK & OPEN SPACE DISTRICT (PARKS) CONVEYANCE OF  
REAL PROPERTY BY GRANT DEED TO RAINCROSS DEVELOPMENT LLC, UNINCORPORATED

PROJECT APPLICANT NAME RIVERSIDE COUNTY REGIONAL PARK & OPEN	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER (951) 955-4820
PROJECT APPLICANT ADDRESS 3450 14TH STREET,	CITY RIVERSIDE	STATE CA
	ZIP CODE 92501	

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency    ☐ School District    ☐ Other Special District    ☐ State Agency    ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$4,123.50	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,968.75	\$ _____
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,401.75	\$ _____

☒ Exempt from fee

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary handling fee		\$ _____ \$50.00
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:

☐ Cash    ☐ Credit    ☐ Check    ☒ Other

TOTAL RECEIVED \$ \_\_\_\_\_ \$50.00

SIGNATURE

X

AGENCY OF FILING PRINTED NAME AND TITLE

Deputy

Jessica Arevalo



County of Riverside  
3450 14<sup>th</sup> Street, Riverside, CA

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202500300  
04/09/2025 10:12 AM Fee: \$ 50.00  
Page 1 of 2

Removed: By: Deputy



**NOTICE OF EXEMPTION**

January 28, 2025

**Project Name:** County of Riverside Regional Park & Open Space District (Parks) Conveyance of Real Property by Grant Deed to Raincross Development LLC, Unincorporated Riverside County

**Project Number:** FM041930091

**Project Location:** North of El Sobrante Road, west of McAllister Street, approximately one mile north of Lake Matthews, unincorporated Riverside County, California, 92503, Assessor's Parcel Number (APN) 270-070-008

**Description of Project:** Riverside County Parks intends to transfer the real property located in the unincorporated area of Riverside, California, known as Assessor's Parcel Number 270-070-008 (Property) by Grant Deed to Raincross Development LLC, a California limited liability company (Buyer).

On January 9, 2024, the Board passed Item 13.2, declaring the Property surplus. The Property was initially intended for a 7 Mile trail, but after further research, it was determined the 7-mile trail along the corridor would not be feasible due to some insurmountable and or costly obstacles including: steep and rocky terrain, encroachments by private property owners, gaps in the trail alignment, major street crossings, and trail alignment proximity to encroaching residential properties.

The Property was recently appraised by an independent Appraiser at a value of \$290,000. Raincross Development LLC has agreed to pay this amount to Park District to purchase the Property. The conveyance of property to the Buyer is identified as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to the sale of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. Any future activity or project at the location would require additional CEQA review for any changes to the property.

**Name of Public Agency Approving Project:** Riverside County Regional Park and Open-Space District

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19, Sections 15061

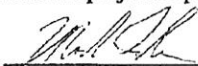
04/08/2025 Item 16.1

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the sale of the Property.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed sale of the Property is an administrative function and would not result in any direct physical environmental impacts. The primary indirect impact of the sale would result in a different occupant owning the Property. It is not anticipated that any change in use or substantial increase in capacity would occur from the sale. Should any future physical changes in use be contemplated by the new owner, additional CEQA review would be required and the potential environmental effects would be analyzed as part of future discretionary action. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_



Date: 1-28-2025

Mike Sullivan

County of Riverside, Facilities Management



**Peter Aldana**  
**Riverside County**  
**Assessor-County Clerk-Recorder**  
2724 Gateway Drive  
Riverside, CA 92507  
(951) 486-7000  
[www.rivcoacr.org](http://www.rivcoacr.org)

**Receipt: 25-104995**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202500300
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
	F&G Notice of Exemption Fee	\$50.00
<b>Total</b>		<b>\$50.00</b>
Tender (On Account)		\$50.00
Account#	RCRPOSD	
Account Name	RCRPOSD - RIVCO REGIONAL PARK AND OPEN-SPACE DISTRICT	
Balance	\$350.00	



**Document Root (Read-Only)**

## Selected Document

**2025040514 - NOE - County of Riverside Regional Park & Open Space District (Parks) Conveyance of Real Property by Grant Deed to Raincross Development LLC, Unincorporated Riverside**

Riverside County

Created - 4/9/2025 | Submitted - 4/9/2025 | Posted - 4/9/2025 | Received - 4/9/2025 | Published - 4/9/2025

Whitney N Mayo

**Document Details****Public Agency**

Riverside County

**Document Type**

Notice of Exemption

**Document Status**

Published

**Title**

County of Riverside Regional Park &amp; Open Space District (Parks) Conveyance of Real Property by Grant Deed to Raincross Development LLC, Unincorporated Riverside

**Document Description**

Riverside County Parks intends to transfer the real property located in the unincorporated area of Riverside, California, known as Assessor's Parcel Number 270-070-008 (Property) by Grant Deed to Raincross Development LLC, a California limited liability company (Buyer).

On January 9, 2024, the Board passed Item 13.2, declaring the Property surplus. The Property was initially intended for a 7 Mile trail, but after further research, it was determined the 7-mile trail along the corridor would not be feasible due to some insurmountable and or costly obstacles including: steep and rocky terrain, encroachments by private property owners, gaps in the trail alignment, major street crossings, and trail alignment proximity to encroaching residential properties.

The Property was recently appraised by an independent Appraiser at a value of \$290,000. Raincross Development LLC has agreed to pay this amount to Park District to purchase the Property. The conveyance of property to the Buyer is identified

as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to the sale of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. Any future activity or project at the location would require additional CEQA review for any changes to the property.

**Attachments** (Upload Project Documents)**NOE - Conveyance of Real Property by Grant Deed to Raincross.pdf****Contacts**Riverside County Facilities Mgmt - *Mike Sullivan*

3450 14th Street  
Riverside, CA 92501  
Phone : (951) 955-8009  
MSullivan@rivco.org

**Regions**

Southern California

**Counties**

Riverside

**Cities**

unincorporated Riverside County

**Location Details****Parcel Number** - 270-070-008**Other Location Info**

North of El Sobrante Road, west of McAllister Street, approximately one mile north of Lake Matthews, unincorporated Riverside County, California, 92503, Assessor's Parcel Number (APN) 270-070-008

**Notice of Exemption****Exempt Status**

Other

**Type, Section Number or Code Number**

15061(b)(3)

**Reasons why project is exempt**

The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern, nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the sale of the Property. In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed sale of the Property is an administrative function and would not result in any direct physical environmental impacts. The primary indirect impact of the sale would result in a different occupant owning the Property. It is not anticipated that any change in use or substantial increase in capacity would occur from the sale. Should any future physical changes in use be contemplated by the new owner, additional CEQA review would be required and the potential environmental effects would be analyzed as part of future discretionary action. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

**County Clerk(s)**

Riverside

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Signature

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Title

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Date

1 Board of Directors

Riverside County Parks

2 and Open-Space District

3  
4 **Resolution Number 2025-002**

5 **Authorization to Sell Real Property Located in**  
6 **the Unincorporated Area of Riverside, County of Riverside,**  
7 **State of California, Assessor's Parcel Number 270-070-008**  
8

9 **WHEREAS**, the Riverside County Regional Park and Open-Space District ("District"),  
10 owns certain real property consisting of approximately 11.54 acres of land, in the  
11 unincorporated area of Riverside, California, and identified by Assessor's Parcel Number 270-  
12 070-008 ("Property"), and more particularly legally described in Exhibit "A"; and

13 **WHEREAS**, on January 9, 2024, the Property was declared surplus real property and  
14 no longer necessary for the District's uses and purposes; and

15 **WHEREAS**, on January 18, 2024, pursuant to the Surplus Land Act ("SLA"), Notices  
16 of Availability were distributed to entities interested in developing these properties; and


17 **WHEREAS**, ultimately no parties interested in purchasing the Property; and

18 **WHEREAS**, the California Department of Housing and Community Development  
19 ("HCD") sent a letter to District on October 18, 2024, confirming it complied with the SLA and  
20 therefore, the District may dispose of the Property without SLA restrictions; and

21 **WHEREAS**, the District now desires to sell the Property to Raincross Development  
22 LLC, a California limited liability company ("Buyer"), and authorizes the Chair of the Board  
23 to execute the Offer and Agreement to Purchase Real Property and Grant Deed on behalf of  
24 the District; and

25 **WHEREAS**, Buyer desires to buy the Property from the District in the amount of Two  
26 Hundred Ninety Thousand dollars (\$290,000); and

27 **WHEREAS**, pursuant to California Government Code Section 25365(a), "[t]he board of  
28 supervisors may, by a four-fifths vote, grant, convey, quitclaim, assign, or otherwise transfer

FORM APPROVED COUNTY COUNSEL  
BY  3/25/25  
DATE  
RYAN D. YABKO



1 to...[a] city.. or any other public agency within the county... any real or personal property, or  
2 interest therein belonging to the county upon the terms and conditions as are agreed upon and  
3 without complying with any other provisions of this code, if the property or interest therein to be  
4 granted and conveyed or quitclaimed is not required for county..."; and

5 **WHEREAS**, the District has reviewed and determined the sale of the Property as  
6 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State  
7 CEQA Guidelines Section 15061(b)(3), General Rule Exemption – because the proposed  
8 project is the sale of real property involving the transfer of title to the real property that is  
9 no longer needed for the use by or purposes of the District, does not have significant value  
10 for wildlife habitat or other environmental purposes and the use of the property and  
11 adjacent property has not changed since the time of acquisition by the District.

12 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote  
13 of the Board of Directors of the District ("Board"), in regular session assembled on April 8th,  
14 2025 at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located  
15 on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside,  
16 California, based upon a review of the evidence and information presented on the matter, as it  
17 relates to the conveyance of the Property, this Board:

- 18 1. Has determined that the proposed conveyance of the Property is categorically  
19 exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General  
20 Rule or "Common Sense" Exemption; and
- 21 2. Authorizes the sale to Buyer, the following described real property by Grant Deed  
22 and pursuant to the Offer and Agreement to Purchase Real Property ("Agreement")  
23 the certain fee simple interest in real property located in the Unincorporated Area of  
24 Riverside County, State of California identified with the Assessor's Parcel Number  
25 270-070-008.

26 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board  
27 approves the Offer and Agreement to Purchase Real Property ("Agreement"), authorizes  
28 the Chair of the Board to execute the Agreement and the Grant Deed on behalf of the District,  
and

1 direct the deed to be delivered upon performance and compliance by the Buyer of all the terms  
2 and conditions of the Agreement.

3 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board  
4 authorizes the General Manager or their designee, to execute any other documents necessary  
5 to complete this transaction.

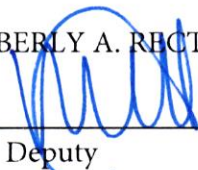
6 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the  
7 Board of Supervisors is directed to file the Notice of Exemption with the County Clerk within  
8 five (5) working days of Board approval.

9  
10  
11 ROLL CALL:

12 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
13 Nays: None  
14 Absent: None

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

17 KIMBERLY A. RECTOR, Clerk of said Board

18 By:  \_\_\_\_\_  
19 Deputy  
20  
21  
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27  
28

**Exhibit "A"**  
**Legal Description**

All that certain real property situated in the County of Riverside, State of California, described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:  
THAT PORTION OF THE NORTH HALF OF SAID SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AS SHOWN BY MAP OF THE SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO INCLUDED WITHIN SAID PARCEL OF LAND MARKED "NOT INCLUDED IN THIS SUBDIVISION", AS SHOWN BY MAP OF EL SOBRANTE LEMON TRACT NO. 1 AND THE ROAD WAY ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL OF LAND AS SHOWN ON SAID MAP OF EL SOBRANTE LEMON TRACT NO. 1.

APN: 270-070-008

JC:nk/10102024/091PD/40





**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

**BY AND BETWEEN  
RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT**

**AS SELLER**

**AND**

**RAINCROSS DEVELOPMENT LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY**

**AS BUYER**

**RELATING TO**

**ASSESSOR'S PARCEL NUMBER:  
270-070-008**

**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3 ("Seller"), and RAINCROSS DEVELOPMENT LLC, a California limited Liability company ("Buyer"); sometimes collectively hereinafter referred to as the "Parties" or individually as a "Party."

**RECITALS**

**WHEREAS** Seller is the owner of the Property (as defined in Section 1 below) and has determined that the Property is no longer required for its own use; and

**WHEREAS** the Seller desires to sell, and Buyer desires to purchase, the Property, and the Parties desire to enter into this Agreement to provide the terms and conditions for the Parties to complete the sale by the Seller of the Property to the Buyer; and

**WHEREAS** the Parties desire to enter into this Agreement to provide a binding process for the Parties to complete the sale by the Seller to Buyer; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the last date on which this Agreement is fully executed by Buyer or Seller as listed on the signature page of this Agreement.

(b) **Property:** Seller is the owner of certain real property located in the unincorporated community of Riverside, County of Riverside, State of California, consisting of approximately 11.54 acres of land, identified by Assessor's Parcel Number 270-070-008, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property");

(c) **Purchase Price:** The Purchase Price for the Property is Two-Hundred Ninety Thousand Dollars (\$290,000).

(d) **Escrow Holder:** Lawyers Title Company at the address set forth in subsection (h) below. The escrow has been assigned to Debbie Strickland as the Escrow Officer.

(e) **Title Company:** Lawyers Title Company at the address set forth in subsection (h) below; Barbara Northrup is assigned as the Title Officer.



(f) **Closing and Close of Escrow:** The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Section 5.1) is recorded in the Official Records of the County of Riverside. The terms "Closing" and "Close of Escrow" are used interchangeably in this Agreement.

(g) **Closing Date:** The Closing Date shall occur on or before thirty (30) days following the expiration of the Due Diligence Period, unless extended by mutual approval of the Parties hereto.

(h) **Notices:** In the event either Party desires or is required to give notice to the other Party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, when delivered (or delivery is refused by recipient) by recognized overnight air courier service (such as FedEx, UPS or USPS), when delivered by email transmission (provided that such email transmission is followed by delivery in person, or by overnight courier or certified mail), or three (3) days after deposit with the United States Postal Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate address as set forth in this subsection (h) below. Notices will be sent as follows to:

Seller: RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE  
DISTRICT

Attn: Justin Celis  
3450 14<sup>th</sup> Street, Suite 200  
Riverside, CA 92501  
Telephone: (951) 955-9011  
Email: jucelis@rivco.org

Buyer: Raincross Development LLC  
Attn: Mitchell Adkison  
6879 Airport Drive  
Riverside, CA 92504  
Telephone: (909) 213-0827  
Email: mitch@raincrossdevelopment.com

Escrow Holder: Lawyers Title Company  
Attn: Debbie Strickland  
3480 Vine Street, Suite 300  
Riverside, CA 92507  
Telephone: (951) 248-0660  
Email: DStrickland@ltic.com

Title Company: Lawyers Title Company  
3480 Vine Street, Suite 300  
Riverside, CA 92507  
Attn: Barbara Northrup  
Telephone: (951) 248-0669  
Email: TU65@LTIC.COM

- (i) **Exhibits:**  
Exhibit "A" – Legal Description of Property  
Exhibit "B" – Form of Grant Deed  
Exhibit "C" – Preliminary Title Report

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

Prior to the Close of Escrow, as described in section 1(f) above, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a three percent (3%) good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement into Escrow in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest-bearing account which shall be applied against the Purchase Price at closing and any overages, including the interest, shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivering to Escrow Holder fully executed original or originally executed counterparts of this Agreement. The date Escrow is opened shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Convey and this Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from Escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by Chairman of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, as reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. At least one (1) business day prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer;

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**").

5.2 By Buyer. At least one (1) business day prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price in accordance with Section 3, above; and



(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Section 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and as reasonably required by Escrow Holder or otherwise required to close Escrow. In addition, Seller and Buyer will designate the Title Company as the "**Reporting Person**" for the subject transaction, pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Title Report.** Buyer has obtained Preliminary Title Report #LT6246502291, ("PTR") for the Property prepared by Lawyers Title Company, together with copies of the exceptions to title described in the Preliminary Title Report, attached hereto as Exhibit "C" and incorporated herein by reference.

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer's Obligations. The following conditions to Buyer's obligation to close Escrow must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. At the Close of Escrow, the Property will be conveyed with clear and marketable title, free of any loans, liens and encumbrances of any kind, to Buyer by the Seller by Grant Deed, and as a condition to Buyer's obligation to close, the Title Company shall agree to issue the Title Policy to Buyer with coverage in the amount of the Purchase Price, listing the following as exceptions ("**Permitted Exceptions**"):

(i) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement;

(ii) Matters affecting the condition of title to the Property created by or with the written consent of Buyer;

(iii) Non-delinquent real property taxes (if any); and

(iv) Non-monetary encumbrances in the PTR that are approved by Buyer as provided in this subparagraph (iv). Buyer shall have the right to review and approve or disapprove any exceptions in the PTR that relate to the Property, at Buyer's sole cost and expense. Within ten (10) business days after receipt of the PTR and copies of all documents listed in the PTR as exceptions, Buyer shall provide notice in writing to Seller in the event that Buyer objects to exceptions (collectively, the "Objectionable Exceptions"), as shown in the PTR. Seller will have ten (10) days after receipt of Buyer's notice of Objectionable Exceptions to advise Buyer in writing whether Seller will eliminate or ameliorate the Objectionable Exceptions. If the Seller elects not to or is unable to eliminate or ameliorate the Objectionable Exceptions, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder:

(A) Waive its prior disapproval, in which event the disapproved matters shall be deemed approved, and proceed with the purchase to acquire the Property, subject to the Objectionable Exceptions without reduction in the Purchase Price and subject to satisfaction of Buyer's other conditions; or



(B) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer and the cancellation costs, if any, will be borne by Buyer.

(C) If Seller commits to remove any of the Objectionable Exceptions and fails to do so by the Closing Date, then Seller may be declared in default under this Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue its remedies as set forth herein and any remedies available to Buyer at law or in equity, provided such failure was not as a result of Seller pursuing in good faith to remove any of the Objectionable Exceptions committed by Seller to remove and was unsuccessful due to factors beyond the control of the Seller. All exceptions in the PTR that are approved by Buyer, together with all applicable laws, ordinances, rules and regulations of any applicable governmental authority and any matters that have been disclosed by an accurate survey provided to Buyer or by a reasonable physical inspection of the Property shall be referred to herein as "Permitted Exceptions".

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions, as set forth in detail in section 10 below.

(c) Delivery of Information. Within five (5) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans, and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies, and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

(d) The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

(e) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Sections 5.1 and 5.3 above and the removal or waiver of the items described in this Section 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the Purchase and Sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3 above; and



(c) The conditions set forth in the Section 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer shall have ninety (90) days from the Effective Date to approve or disapprove of the condition of the Property ("Due Diligence Period"). During this Due Diligence Period, Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections.

8.1 Matters to Be Reviewed. Buyer must complete its due diligence investigation of and approve each of the following matters prior to the Close of Escrow:

(a) The physical condition of the Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules, and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits, and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Due Diligence Requirements.

(a) Subject to Section 18.4 below, Buyer shall only conduct a visual inspection of the Property and shall have no right to conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Property without first obtaining Seller's prior written consent, which shall not be unreasonably withheld. If Buyer wishes to conduct any Physical Testing on any portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written approval.

(b) At least forty-eight (48) hours prior to any entry thereon to the Property by Buyer and/or its agents, employees, representatives or contractors (collectively, "Buyer's Agents") for the purpose of conducting Buyer's investigations, Buyer shall provide Seller with sufficient evidence to show that Buyer's Agents who are to enter thereon to the Property are adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller insuring Buyer and Seller against any and all liability arising out of the entry and activities of Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the Property or Transferred Personal Property arising therefrom, with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting Buyer's investigations and any Physical Testing relating thereto.



(d) Buyer shall, at its sole cost and expense, clean up, restore and repair the Property and any other portion thereof altered in any manner by Buyer or Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that said property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

(e) Buyer shall provide to Seller, upon Seller's written request, with a copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover, obtain or generate in connection with or resulting from Buyer's investigations and/or Physical Testing under this Section 8.2.

(f) Buyer hereby agrees to protect, indemnify, defend, and hold harmless Seller from and against any and all losses, obligations, liabilities, claims, liens, stop notices, actions, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's entries thereon to the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer or Buyer's Agents. This Section 8.2 shall survive the Closing or termination of this Agreement.

8.3 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was not disclosed by Seller prior to the Close of Escrow or not reasonably discoverable prior to the Close of Escrow ("New Matter"), and that New Matter is one which would appear as an exception to the Title Policy or is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Sections 16 or 18.2 below, and such New Matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall be entitled to treat such New Matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such New Matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such New Matter, but in no event later than the Closing Date. However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Section 8.3, Seller may elect, in its sole and absolute discretion, by written notice to Buyer and to Escrow Holder, within five (5) business days following Seller's receipt of Buyer's notice, to correct the New Matter prior to the Close of Escrow. If Seller elects to correct the New Matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the New Matter and, in such event, Buyer may not terminate this Agreement. If Seller fails to correct the New Matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.4 AS-IS Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS, OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER



SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES, AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY, AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER, OR AFFECTING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

9. **Conditions Precedent to Seller's Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Sections 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, the Title Company will issue to Buyer, at Seller's expense, a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. **Costs and Expenses.** Seller and Buyer shall deposit or provide for with Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

11.1 Seller will pay:

- (a) One half (1/2) of escrow costs and fees;
- (b) All costs associated with removing any debt or liens encumbering the Property;
- (c) All costs associated with Seller's attorneys' fees and Seller's cost to transact;
- (d) Seller's share of prorations, if applicable; and



- (e) CLTA standard coverage title policy.

11.2 Buyer will pay:

- (a) One half (1/2) of escrow and all transfer taxes, recording costs/fees;
- (b) ALTA Extended Owner's Policy and any title endorsements, if elected by the Buyer;
- (c) All costs associated with Buyer's attorneys' fees and Buyer's cost to transact; and
- (d) Buyers share of prorations, if applicable.

12. **Prorations; Closing Statement.**

12.1 Tax Exempt Agency. All Parties hereto acknowledge that the Seller is a public entity and is exempt from payment of any real property taxes. There will be no proration of taxes through escrow.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12.4 Closing Statements. Seller and Buyer shall each provide Escrow Holder with the information necessary to allow Escrow Holder to prepare a preliminary closing statement for the transaction ("Preliminary Closing Statement"), which shall show the net amount due to each party under this Agreement, including the balance of the Purchase Price payable by Buyer and the adjustments and prorations set forth herein. Once the Preliminary Closing Statement is signed by Seller and Buyer, then Escrow Holder, for purposes of closing Escrow, shall be entitled to rely upon the information set forth in the Preliminary Closing Statement. The Parties acknowledge that the Preliminary Closing Statement is a good faith estimate of the closing costs and may vary at the time of Closing.

13. REMEDIES. PROVIDED BUYER HAS NOT ELECTED TO TERMINATE THIS AGREEMENT PURSUANT TO ANY OF BUYER'S RIGHTS TO DO SO CONTAINED HEREIN, IF AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD BUYER COMMITS A DEFAULT UNDER THIS AGREEMENT AND THE CLOSE OF ESCROW FAILS TO OCCUR SOLELY BY REASON OF SUCH DEFAULT, THEN ESCROW HOLDER MAY BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON



BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF BUYER'S DEFAULT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT OF THE DEPOSIT PREVIOUSLY PLACED INTO ESCROW BY BUYER.

SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE FOREGOING AMOUNT IS REASONABLE AS LIQUIDATED DAMAGES AND SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LIEU OF ANY OTHER RELIEF, RIGHT OR REMEDY, AT LAW OR IN EQUITY, TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED BY REASON OF BUYER'S DEFAULT UNDER THIS AGREEMENT. ACCORDINGLY, IF BUYER COMMITS A DEFAULT UNDER THIS AGREEMENT AND THE CLOSE OF ESCROW FAILS TO OCCUR SOLELY BY REASON OF SUCH DEFAULT, SELLER MAY INSTRUCT THE ESCROW HOLDER TO CANCEL THE ESCROW, WHEREUPON PROMPTLY FOLLOWING ESCROW HOLDER'S RECEIPT OF SUCH INSTRUCTION, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, AND (ii) DISBURSE TO SELLER THE DEPOSIT. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION, SELLER WAIVES ANY AND ALL RIGHTS WHICH SELLER OTHERWISE WOULD HAVE HAD UNDER CALIFORNIA CIVIL CODE SECTION 3389 TO SPECIFICALLY ENFORCE THIS AGREEMENT. IF THE CLOSE OF ESCROW FAILS TO OCCUR FOR ANY REASON OTHER THAN BUYER'S DEFAULT UNDER THIS AGREEMENT, THEN ESCROW HOLDER SHALL IMMEDIATELY RETURN TO BUYER THE DEPOSIT, TOGETHER WITH ALL INTEREST ACCRUED THEREON. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 13 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

**Seller's Initials**

**Buyer's Initials**

M R B

14. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

14.1 **Funds.** Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Sections 11 and 12, (b) disburse the balance of the Purchase Price to the Seller, and (c) disburse any excess proceeds deposited by Buyer to Buyer.

14.2 **Recording.** Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

14.3 **Title Policy.** Direct the Title Company to issue the Title Policy to Buyer.

14.4 **Delivery of Documents to Buyer and Seller.** Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

15. **Joint Representations and Warranties.** In addition to any express agreements of the Parties contained herein, the following constitute representations and warranties of the Parties each to the other:



15.1 Each Party has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations under and to consummate the transaction completed by this Agreement.

15.2 At Close of Escrow, all requisite action (corporate, trust, partnership, or otherwise) has been taken by each Party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

15.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers, or trustees of each Party, if any, have the legal power, right, and actual authority to bind each Party to the terms and conditions of those documents.

15.4 This Agreement and all other documents required to close this transaction are and will be valid legally binding obligations of, and enforceable against, each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws, or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

15.5 At Closing, Seller shall convey the Property to Buyer in "as-is" physical condition with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights, and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Section 7 above.

16. **Seller Representations and Warranties.** In consideration of Buyer entering into this Agreement to purchase the Property, Seller makes the following covenants, representations and warranties, each of which is material and is being relied upon by Buyer:

16.1 To the best of Seller's knowledge, there are no leases, licenses, options or other agreements (whether oral or written) granting any party the right to occupy, use or possess the Property or any portion thereof and there are no parties that use the property for any purpose. To the best of Seller's knowledge, there are no other contracts, agreements, covenants or restrictions affecting the Property including without limitation any land use contracts made under the Williamson Act of the State of California (Gov. Code Sec. 51200 et. seq.). In the event of a breach of the representation set forth in this Section 16.1, Seller shall pay all fees and other amounts which are reasonably necessary to terminate the item that is the subject of such breach.

16.2 Seller has no knowledge of any violation of applicable law, ordinance, rule, regulation or requirement of any governmental agency, body or subdivision affecting or relating to the Property, including, without limitation, any environmental law, ordinance, rule, requirement or regulation.

16.3 The representations and warranties of Seller set forth in this Agreement shall be deemed to be remade and restated by Seller on and as of the Close of Escrow and shall survive the recordation of the Grand Deed and the Close of Escrow, however Buyer must notify Seller of any claim for breach of representations and warranties within six (6) months after the Close of Escrow..

17. **Indemnification.**



17.1 Indemnification by Seller. Seller agrees to indemnify, defend, and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit, or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

17.2 Indemnification by Buyer. Buyer agrees to indemnify, defend, and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit, or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

## 18. **Hazardous Substances.**

18.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance, or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material, or waste which is or becomes designated, classified, or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified, or regulated, under any Environmental Law, including asbestos, petroleum, and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review, or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

18.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Section 18, Buyer is acquiring the Property and every portion thereof **"AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS"** and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and except to the extent expressly set forth herein, Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property. Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Section 18, that "Seller's Actual Knowledge" shall mean the current, personal knowledge, without duty to inquiry or independent investigation, of personnel within the Riverside County Regional Park and Open-Space District Department and with no constructive or imputed knowledge. Buyer acknowledges, however, that the aforementioned individuals are not personally liable for the matters within Seller's knowledge but are merely the individuals whose knowledge is attributable to Seller. As of the date of this Agreement, to Seller's Actual Knowledge:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) Seller has not been notified and is not aware of any federal, state,



or local enforcement, clean-up, removal, remedial, or other governmental or regulatory actions instituted or completed affecting the Property;

(c) Seller has not been notified and is not aware of any claims made by any third party relating to any Hazardous Substances on or within the Property; and

(d) Seller has not been notified and is not aware of any disposal of Hazardous Substances or accidental spills which may have contaminated the Property. Seller has not been notified and is not aware of any on-site bulk storage of vehicle fuels or waste oils.

18.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any Hazardous Substance.

18.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Contingency Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy of Buyer's work plan to Seller for Seller's reasonable approval;

(b) Any groundwater, soil, or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend, and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages, and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

## 19 **Miscellaneous.**

19.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

19.2 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.

19.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any



obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party which will be extended by a period of time equal to the period of the delay.

19.4 Successors and Assigns. Neither Party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other Party. This Agreement is for the benefit of, and is binding on, the Parties and their successors and permitted assigns.

19.5 Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding between the Parties hereto and may not be modified except by an instrument in writing signed by the Party to be charged.

19.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation, and provision hereof.

19.7 Governing Law. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the Superior Court of California located in the County of Riverside.

19.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

19.9 Survival. Sections 12, 13, 15, 16, 17, and 18 and any other provisions of this Agreement which by their terms require performance by either Party after the Close of Escrow shall survive the Close of Escrow.

19.10 Brokers. Buyer is not represented by a real estate broker and does not request a commission be paid by Seller. Seller is not represented by a real estate broker and does not request a commission to be paid by Buyer.

19.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

19.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create a joint venture, a partnership, or any other similar relationship between the Parties.

[Signatures Provisions on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

SELLER:

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT,  
a park and open-space district created  
pursuant to the California Public Resources  
Code, Division 5, Chapter 3, Article 3

By:

  
**JOSE MEDINA**, Chair  
Board of Directors


Date:

APR 08 2025

BUYER:

Raincross Development LLC, a California  
Limited Liability Company

By:

  
Michael Brendecke  
Managing Member

Date:

2-10-2025

ATTEST:

Kimberly Rector  
Clerk of the Board

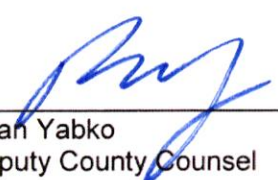
By:

  
Deputy

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By:

  
Ryan Yabko  
Deputy County Counsel

JC:nk/10102024/091PD/40.115

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

All that certain real property situated in the County of Riverside, State of California, described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:  
THAT PORTION OF THE NORTH HALF OF SAID SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AS SHOWN BY MAP OF THE SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO INCLUDED WITHIN SAID PARCEL OF LAND MARKED "NOT INCLUDED IN THIS SUBDIVISION", AS SHOWN BY MAP OF EL SOBRANTE LEMON TRACT NO. 1 AND THE ROAD WAY ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL OF LAND AS SHOWN ON SAID MAP OF EL SOBRANTE LEMON TRACT NO. 1.

APN: 270-070-008



**EXHIBIT "B"**  
**FORM OF GRANT DEED**

Recorded at request of and return to:

**FREE RECORDING**

This instrument is for the benefit of  
the Riverside County Regional Park and Open-Space  
District and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: 7-Mile Trail  
APN's: 270-070-008

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("Grantor") hereby GRANTS to RAINCROSS DEVELOPMENT LLC, a California limited liability company ("Grantee"), the real property in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, subject only to matters of record ("Property").

Grantee shall not discriminate against, or segregate, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property conveyed hereunder. Grantee, or any person claiming under or through Grantee, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California

Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized on this date.

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

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3

By: \_\_\_\_\_  
Chuck Washington, Chair  
Board of Directors

ATTEST:  
Kimberly Rector  
Clerk of the Board

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

APPROVED AS TO FORM:  
MINH C. TRAN  
COUNTY COUNSEL:

By: \_\_\_\_\_  
Ryan Yabko  
Deputy County Counsel

**EXHIBIT "A"**  
LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

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

THAT PORTION OF THE NORTH HALF OF SAID SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AS SHOWN BY MAP OF THE SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO INCLUDED WITHIN SAID PARCEL OF LAND MARKED "NOT INCLUDED IN THIS SUBDIVISION", AS SHOWN BY MAP OF EL SOBRANTE LEMON TRACT NO. 1 AND THE ROAD WAY ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL OF LAND AS SHOWN ON SAID MAP OF EL SOBRANTE LEMON TRACT NO. 1.

Assessor's Parcel No: 270-070-008

Exhibit "C"  
PRELIMINARY TITLE REPORT

Effective date: September 25, 2024 at 07:30 AM

The form of Policy or Policies of Title Insurance contemplated by this Report is:

Preliminary Report Only

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A Fee

2. Title to said estate or interest at the date hereof is vested in:

Riverside County Regional Park and Open Space District, a Park and Open-Space District

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



**EXHIBIT A**  
Legal Description

**For APN/Parcel ID(s):** 270-070-008

---

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

THAT PORTION OF THE NORTH HALF OF SAID SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AS SHOWN BY MAP OF THE SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO INCLUDED WITHIN SAID PARCEL OF LAND MARKED "NOT INCLUDED IN THIS SUBDIVISION", AS SHOWN BY MAP OF EL SOBRANTE LEMON TRACT NO. 1 AND THE ROAD WAY ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL OF LAND AS SHOWN ON SAID MAP OF EL SOBRANTE LEMON TRACT NO. 1.

APN 270-070-008

## EXCEPTIONS

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. There were no taxes levied for the fiscal year 2023-2024 as the property was vested in a public entity.

APN: 270-070-008

3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. Easement(s) in favor of the public over any existing roads lying within said Land.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Herbert Buckley Praed, et al  
Purpose: roads, pipe lines, water conduits, power lines, telephone and telegraph lines  
Recording Date: February 7, 1911  
Recording No.: Book 324 Page 389 of Deeds  
Affects: portion of said land

The exact location and extent of said easement is not disclosed of record.

and Re-Recording Date: February 18, 1911  
and Re-Recording No.: Book 326 Page 222 of Deeds

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: El Sobrante Lemon Tract  
Recording No.: Book 9 Page 13 of Maps  
Purpose: roads  
Affects: as shown on said Map

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: El Sobrante Land Company  
Purpose: ditches, canals, flumes and pipelines  
Recording Date: August 5, 1912  
Recording No.: Book 357 Page 2 of Deeds  
Affects: portion of said land

The exact location and extent of said easement is not disclosed of record.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;



Reserved by: The San Jacinto Land Company  
Purpose: all roads, pipe lines, water conduits, power lines, telephone and telegraph lines  
Recording Date: December 2, 1925  
Recording No.: Book 659 Page 138 of Deeds  
Affects: portion of said land

The exact location and extent of said easement is not disclosed of record.

11. Corporation Quitclaim Deed

Recording Date: December 10, 1965  
Recording No.: as Instrument No. 138671 of Official Records

Reference is hereby made to said document for full particulars.

Among other things, said reserving and excepting unto the grantor, its successors and assigns, any and all rights which it may have to discharge and drain water into the natural gully or wash provides for: on said property and to flow water thereby to the Harrison Street Flood control dam.

As conveyed and reserved in various other documents of record.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Valley Drive-In Theater Corporation, a Corporation  
Purpose: ingress, egress and utilities  
Recording Date: September 30, 1976  
Recording No.: 146106, of Official Records  
Affects: portion of said land

The exact location and extent of said easement is not disclosed of record.

Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Santa Ana Watershed Project Authority, a public agency  
Purpose: the construction of water pipelines  
Recording Date: July 2, 1987  
Recording No.: 189653, of Official Records  
Affects: portion of said land

The exact location and extent of said easement is not disclosed of record.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Recording No.: Affects:  
Purpose:  
Recording Date:

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na Watershed Project Authority, a public agency pipelines

July 24, 1987

214146, of Official Records  
portion of said land

Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited

to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey  
Recorded: March 14, 1957  
Recording No.: Book 26 Page 15, Record of Survey

16. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey  
Recorded: February 10, 1986  
Recording No.: Book 75 Page 21, Record of Survey

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The County of Riverside, a political subdivision  
Purpose: public road and utility purposes, including a Storm Drain Easement for drainage purposes  
Recording Date: December 5, 2016  
Recording No.: 2016-0539291, of Official Records

18. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

19. Matters which may be disclosed by an inspection and/or by a correct ALTNACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

20. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

21. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

22. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

#### END OF EXCEPTIONS

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.



**REQUIREMENTS**

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

**END OF REQUIREMENTS**

Recorded at request of and return to:

FREE RECORDING  
This instrument is for the benefit of  
the Riverside County Regional Park and Open-Space  
District and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: 7-Mile Trail  
APN's: 270-070-008

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("Grantor") hereby GRANTS to RAINCROSS DEVELOPMENT LLC, a California limited liability company ("Grantee"), the real property in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, subject only to matters of record ("Property").

Grantee shall not discriminate against, or segregate, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property conveyed hereunder. Grantee, or any person claiming under or through Grantee, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California

Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized on this date.

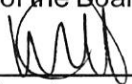
Dated: APR 08 2025

GRANTOR:

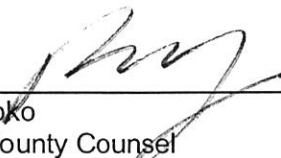
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3

By:   
**JOSE MEDINA**, Chair  
Board of Directors

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
MINH C. TRAN  
COUNTY COUNSEL:

By:   
Ryan Yabko  
Deputy County Counsel



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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

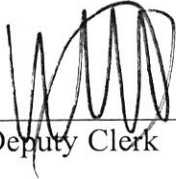
}  
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On April 8, 2025, before me, Whitney Mayo, a COB Assistant, personally appeared Jose Medina, Chair of the Board of Directors of the Riverside County Regional Park and Open-Space District, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

Kimberly A. Rector  
Clerk of the Board of Supervisors

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

(SEAL)

**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

[www.riversideacr.com](http://www.riversideacr.com)

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors  
(EMBOSSSED ON DOCUMENT)



Date: 04/08/2025

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Whitney Mayo", is written over a horizontal line.

Print Name: Whitney Mayo, Clerk of the Board Assistant

# EXHIBIT "A"

## LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

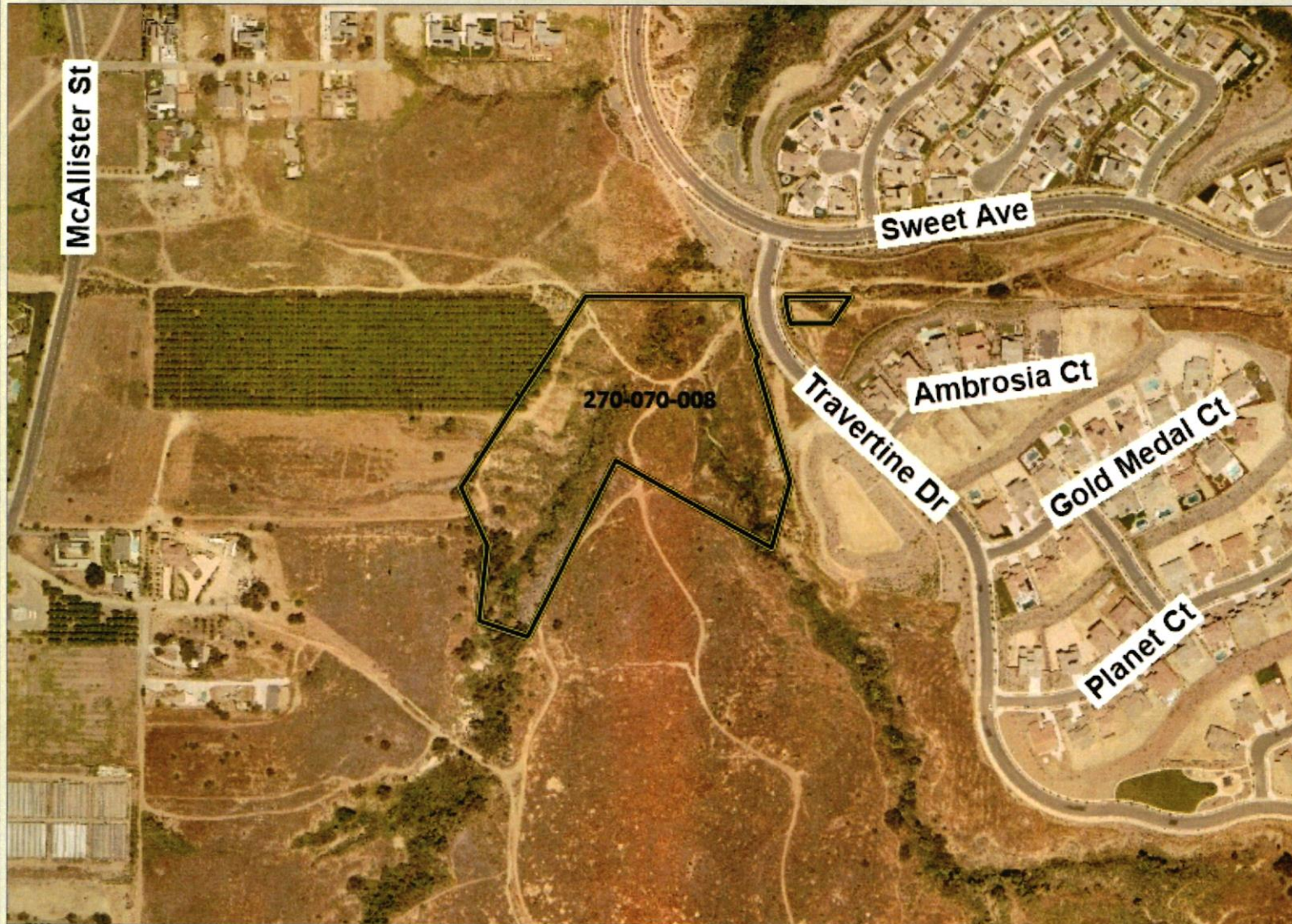
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH HALF OF SAID SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AS SHOWN BY MAP OF THE SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO INCLUDED WITHIN SAID PARCEL OF LAND MARKED "NOT INCLUDED IN THIS SUBDIVISION", AS SHOWN BY MAP OF EL SOBRANTE LEMON TRACT NO. 1 AND THE ROAD WAY ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL OF LAND AS SHOWN ON SAID MAP OF EL SOBRANTE LEMON TRACT NO. 1.

Assessor's Parcel No: 270-070-008



**Exhibit A**  
**APN: 270-070-008**



**Legend**

- County Boundary
- City Boundaries
- County Centerline Names



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

0 523 1,047 Feet

REPORT PRINTED ON... 8/23/2024 11:36:08 AM

© Riverside County GIS

**Notes**

District: 2  
11.54 acres



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannan Street, Suite 400, Sacramento, CA 95811  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



October 18, 2024

Justin Celis, Real Estate Property Agent  
County of Riverside  
3450 14th Street  
Riverside, Ca 92501

SENT VIA EMAIL TO: [jucelis@rivco.org](mailto:jucelis@rivco.org)

Dear Justin Celis

**RE: Written Comments Regarding the County of Riverside's Surplus Land Disposition  
Documentation for the Properties at 58 Separate APNs (See Attachment A)**

Thank you for submitting your surplus land documentation, on behalf of the County of Riverside (County), for review by the California Department of Housing and Community Development (HCD). We received your documentation on October 3, 2024. This letter constitutes HCD's written findings pursuant to Government Code section 54230.5 of the Surplus Land Act (SLA), for the properties located at APNs identified in Attachment A (Properties).

According to your letter and included documents, a Resolution declaring the properties to be surplus was issued on January 9, 2024, and Notices of Availability (NOA) were sent on January 18, 2024. During the required 60-day period, three affordable housing entities expressed interest in the properties, but no sales were finalized. The County has provided a summary of negotiations. The County has also enclosed the appropriate draft affordability covenant, requiring 15 percent affordable housing, to be recorded against the Properties.

If the submitted documentation and assertions by the County are complete and accurate, HCD determines that you have met all the requirements under the SLA for the purposes of disposing of the surplus land located at the APNs identified in Attachment A.

If you have any questions or need additional technical assistance, please contact Mathew Manweller, Senior Housing Specialist at [Mathew.Manweller@HCD.ca.gov](mailto:Mathew.Manweller@HCD.ca.gov).

Sincerely,

Laura Nunn  
Senior Manager, Housing Accountability Unit  
Housing Policy Development

SLA 0000974

## Attachment A – All APNs Declared Surplus Land

County	Assessor Parcel Number	Zoning Designation (Current)	Parcel Size (Gross Acres)	Existing Use/Vacanc	Minimum Sales Pric
Riverside	245-110-047	A-1-1	0.15	Vacant	\$400,000
Riverside	245-210-028	R-A-1 1/2	0.41	Vacant	\$400,000
Riverside	245-110-050	A-1-1	0.33	Vacant	\$400,000
Riverside	245-390-010	A-1-1	0.18	Vacant	\$400,000
Riverside	245-210-027	R-A-1 1/2	0.73	Vacant	\$400,000
Riverside	245-350-003	A-1-1	0.44	Vacant	\$400,000
Riverside	245-390-006	A-1-1	0.23	Vacant	\$400,000
Riverside	245-390-007	A-1-1	0.18	Vacant	\$400,000
Riverside	245-390-009	A-1-1	0.18	Vacant	\$400,000
Riverside	245-110-060	A-1-1	0.81	Vacant	\$400,000
Riverside	245-390-008	A-1-1	0.18	Vacant	\$400,000
Riverside	245-460-019	A-1-1	1.14	Vacant	\$400,000
Riverside	245-160-021	R-A	0.56	Vacant	\$400,000
Riverside	245-151-002	R-A	0.73	Vacant	\$400,000
Riverside	245-460-025	A-1-1	2.02	Vacant	\$400,000
Riverside	245-460-027	A-1-1	0.01	Vacant	\$400,000
Riverside	245-320-034	A-1-1	0.03	Vacant	\$400,000
Riverside	245-350-009	A-1-1	0.91	Vacant	\$400,000
Riverside	245-320-033	A-1-1	0.52	Vacant	\$400,000
Riverside	245-400-003	A-1-1	0.98	Vacant	\$400,000
Riverside	245-470-017	A-1-1	0.05	Vacant	\$400,000
Riverside	245-530-006	A-1-1	0.22	Vacant	\$400,000
Riverside	269-090-042	R-A-1	1.76	Vacant	\$400,000
Riverside	269-090-057	R-A-1	0.32	Vacant	\$400,000
Riverside	269-100-038	(Check with City)	2.54	Vacant	\$400,000
Riverside	269-100-042	(Check with City)	1.34	Vacant	\$400,000
Riverside	269-100-037	(Check with City)	3.17	Vacant	\$400,000
Riverside	269-100-039	(Check with City)	0.11	Vacant	\$400,000
Riverside	269-100-043	(Check with City)	1.16	Vacant	\$400,000
Riverside	269-201-070	R-A-1	1.51	Vacant	\$400,000
Riverside	269-202-066	R-A-1	1.01	Vacant	\$400,000
Riverside	270-070-008	A-1-10	11.54	Vacant	\$400,000
Riverside	271-040-042	R-A-30000	1.03	Vacant	\$400,000
Riverside	271-040-084	R-A-5	0.58	Vacant	\$400,000
Riverside	271-092-037	R-A-5/W-1	2.37	Vacant	\$400,000
Riverside	271-100-013	R-A-5/W-1	2.17	Vacant	\$400,000
Riverside	271-100-016	R-A-5	0.18	Vacant	\$400,000
Riverside	271-100-005	R-A-5	1	Vacant	\$400,000
Riverside	271-141-023	R-A	1.46	Vacant	\$400,000
Riverside	271-141-024	R-A	0.19	Vacant	\$400,000
Riverside	271-141-026	R-A	0.06	Vacant	\$400,000
Riverside	271-100-011	R-A-1	0.46	Vacant	\$400,000
Riverside	271-142-005	R-A	1.3	Vacant	\$400,000
Riverside	271-190-072	R-A	0.05	Vacant	\$400,000
Riverside	271-263-007	R-A	0.67	Vacant	\$400,000
Riverside	271-251-034	R-A	0.19	Vacant	\$400,000
Riverside	271-251-037	R-A	0.2	Vacant	\$400,000
Riverside	271-251-003	R-A	0.33	Vacant	\$400,000
Riverside	271-251-033	R-A	0.06	Vacant	\$400,000
Riverside	271-252-001	R-A	0.03	Vacant	\$400,000
Riverside	271-252-002	R-A	0.02	Vacant	\$400,000
Riverside	271-263-009	R-A	0.09	Vacant	\$400,000
Riverside	273-420-024	R-1-1	0.94	Vacant	\$400,000
Riverside	273-440-005	R-A-30000	1.2	Vacant	\$400,000
Riverside	273-440-002	R-A-30000	0.41	Vacant	\$400,000
Riverside	273-450-004	R-A-5	1.9	Vacant	\$400,000
Riverside	273-420-025	R-1-1	1.21	Vacant	\$400,000
Riverside	271-142-037	R-A	0.11	Vacant	\$400,000