

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



ITEM: 14.1
(ID # 29001)

MEETING DATE:
Tuesday, December 16, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2025-16, Authorization to Convey Fee Simple Interest Within a Portion of District-Owned Real Property, Also Known as Assessor's Parcel Number 909-120-046, Referenced as RCFC Parcel Number 7020-508A, to Eastern Municipal Water District by Grant Deed, Murrieta Creek Phase 3, Project No. 7-8-00021, CEQA Exempt Pursuant to CEQA Guidelines Sections 15312 and 15061(b)(3), District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the authorization to convey fee simple interest as described in Resolution No. F2025-16 is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15312, "Sales of surplus government property," and 15061(b)(3), the "Common Sense" exemption;
2. Adopt Resolution No. F2025-16, Authorization to Convey a Fee Simple Interest Within a Portion of District-Owned Real Property, Also Known as Assessor's Parcel Number ("APN") 909-120-046, Referenced as RCFC Parcel Number 7020-508A, to Eastern Municipal Water District ("EMWD") by Grant Deed, Murrieta Creek Phase 3, Project No. 7-8-00021;

Continued on Page 2

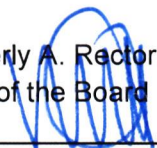
ACTION:Policy


Claudia Padres, ASST CHIEF FLOOD CONTROL ENG 10/6/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: Medina
Date: December 16, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Agreement for the Purchase and Sale of Real Property ("Agreement") on behalf of the District;
4. Authorize the Chair of the District's Board to execute the Grant Deed; and
5. Authorize the General Manager-Chief Engineer or designee to execute any other related documents and administer all actions necessary to complete this transaction.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("District" or "SELLER") owns fee title interest in real property located in the city of Temecula, County of Riverside, identified as APN 909-120-046 ("SELLER's PROPERTY"), referenced as RCFC Parcel Number 7020-508, which is located between Jefferson Avenue and Diaz Road east of Cherry Street, also known as Murrieta Creek.

The District intends to convey a portion of the SELLER's PROPERTY, consisting of 21,606 square feet (0.496 acre), referenced as RCFC Parcel Number 7020-508A, to Eastern Municipal Water District, a public agency organized and existing under and by virtue of the Municipal District Law of 1911, (herein after called "EMWD" or "BUYER") in exchange for Five Thousand Eight Hundred Dollars (\$5,800.00) and real property located along the Murrieta Creek Channel just north of and adjacent to the intersection of Diaz Road and Zevo Drive in the city of Temecula, County of Riverside, State of California, consisting of approximately 9,600 square feet of land identified as APN 909-120-068 ("BUYER's PROPERTY") as consideration for that portion of SELLER's PROPERTY by Grant Deed.

On July 29, 2025 [MT 27885, M.O. 14.1], the District's Board adopted Resolution No. F2025-12, declaring the SELLER's PROPERTY as exempt surplus land pursuant to Government Code Section 54221(f)(1)(D) because the portion of SELLER's PROPERTY is surplus land that is being transferred to another local agency for the transferee agency's use. The District provided notice of its intent to convey SELLER'S PROPERTY to EMWD, and pursuant to the Surplus Land Act ("SLA") Guidelines Section 400(e), local agencies that determine that property is exempt from the SLA must support such determination with written findings and shall provide a

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

copy of the written determination to the California Department of Housing and Community Development ("HCD") at least thirty (30) days prior to disposition.

The District provided Resolution No. F2025-12 to HCD on September 19, 2025, declaring the SELLER's PROPERTY as exempt surplus land that complies with the SLA.

Pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board has the power to convey an interest in real property it owns when such conveyance does not interfere with the use of the property for the purposes of the District, and pursuant to the California Water Code Appendix, Ch. 48, Section 13, the District's Board may determine any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property or lease the same.

The Agreement and Resolution No. F2025-16 have been approved as to form by County Counsel.

Environmental Findings

Pursuant to the California Environmental Quality Agency ("CEQA") Guidelines, Section 15312 establishes a categorical exemption for the sale of surplus government property when the property is not located in an area of statewide, regional or areawide concern and does not have significant value for wildlife habitat or other environmental resources; the use of SELLER's PROPERTY and adjacent property has not changed since the time of purchase by the District and SELLER's PROPERTY is of such size that is incapable of independent development or use. Additionally, SELLER's PROPERTY is exempt under the "Common Sense" exemption pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that this conveyance will not have a significant effect on the environment.

Resolution No. F2025-16, the Agreement and the Grant Deed have been approved as to form by County Counsel.

Impact on Residents and Businesses

None.

Financial Information

All costs shall be borne by EMWD.

ATTACHMENTS:

1. Resolution No. F2025-16
2. Agreement for Purchase and Sale of Real Property
3. Grant Deed
4. Vicinity Map


Aaron Gettis, Chief of Deputy County Counsel 12/4/2025

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2025-16

AUTHORIZATION TO CONVEY A FEE SIMPLE INTEREST WITHIN A PORTION OF DISTRICT-OWNED REAL PROPERTY, ALSO KNOWN AS ASSESSOR'S PARCEL NUMBER 909-120-046, REFERENCED AS RCFC PARCEL NUMBER 7020-508A, TO EASTERN MUNICIPAL WATER DISTRICT BY GRANT DEED, MURRIETA CREEK PHASE 3, PROJECT NO. 7-8-00021

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District" or "SELLER"), owns fee title in real property located in the city of Temecula, County of Riverside, identified as Assessor's Parcel Number ("APN") 909-120-046 ("SELLER's PROPERTY"), referenced as RCFC Parcel Number 7020-508, which is located between Jefferson Avenue and Diaz Road east of Cherry Street, also known as Murrieta Creek; and

WHEREAS, the District intends to convey a portion of SELLER's PROPERTY consisting of 21,606 square feet (0.496 acre), referenced as RCFC Parcel Number 7020-508A, to Eastern Municipal Water District, a public agency organized and existing under and by virtue of the Municipal District Law of 1911 (herein after called "EMWD" or "BUYER"), in exchange for Five Thousand Eight Hundred Dollars (\$5,800.00) and real property located along the Murrieta Creek Channel just north of and adjacent to the intersection of Diaz Road and Zevo Drive in the city of Temecula, County of Riverside, State of California, consisting of approximately 9,600 square feet of land identified as APN 909-120-068 ("BUYER's PROPERTY") as consideration for that portion of SELLER's PROPERTY by Grant Deed; and

WHEREAS, on July 29, 2025 (MT 27885, M.O. 14.1), the District's Board of Supervisors ("Board") adopted Resolution No. F2025-12, declaring the SELLER's PROPERTY exempt surplus land pursuant to Government Code Section 54221(f)(1)(D), because the portion of SELLER's PROPERTY is surplus land that is transferred to another local agency for the transferee agency's use and provided notice of its intent to convey SELLER's PROPERTY to EMWD, and pursuant to the Surplus Land Act ("SLA") Guidelines Section 400(e), local agencies that determine

FORM APPROVED COUNTY COUNSEL
BY  RYAND YABKO
DATE 12/4/25

1 that property is exempt from the SLA must support such determination with written findings and
2 shall provide a copy of the written determination to the California Department of Housing and
3 Community Development ("HCD") at least thirty (30) days prior to disposition; and

4 **WHEREAS**, the District provided Resolution No. F2025-12 to HCD on September 19,
5 2025, declaring SELLER's PROPERTY as exempt surplus land that complies with the SLA; and

6 **WHEREAS**, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the
7 District's Board has the power to convey an interest in real property it owns when such conveyance
8 does not interfere with the use of the property for the purposes of the District, and pursuant to the
9 California Water Code Appendix, Ch. 48, Section 13, the District's Board may determine any real
10 property held by the District is no longer necessary to be retained for the uses and purposes thereof
11 and may thereafter sell or otherwise dispose of said property or lease the same; and

12 **WHEREAS**, pursuant to the California Environmental Quality Agency ("CEQA") Statutes
13 and Guidelines, Section 15312 establishes a categorical exemption for the sale of surplus
14 government property when the property is not located in an area of statewide, regional or areawide
15 concern and does not have a significant value for wildlife habitat or other environmental resources;
16 the use of SELLER's PROPERTY and adjacent property has not changed since the time of
17 purchase by the District, and SELLER's PROPERTY is of such size that is incapable of
18 independent development or use. Additionally, SELLER's PROPERTY is exempt under the
19 "Common Sense" exemption pursuant to Section 15061(b)(3) as it can be seen with certainty that
20 this conveyance will not have a significant effect on the environment.

21 **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
22 District's Board, in regular session on December 16, 2025 at 9:30 a.m. or soon thereafter, in the
23 meeting room of the Board, located on the 1st floor of the County Administrative Center, 4080
24 Lemon Street, Riverside, California, that this Board finds that the environmental impacts of the
25 project have been sufficiently assessed, and it has been determined that the activity in question
26 qualifies for the "Class 12" categorical exemption pursuant to CEQA Guidelines Section 15312
27 and the sale is also consistent with the "Common Sense" exemption pursuant to CEQA Guidelines
28 Section 15061(b)(3) as it can be seen with certainty that this conveyance will not have a significant

1 effect on the environment because the District is merely relinquishing and transferring fee title to
2 EMWD and the action does not authorize any particular subsequent land use; and

3 **BE IN FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board has
4 evaluated and determined that the conveyance of the portion of SELLER's PROPERTY to EMWD
5 will not interfere with the use of SELLER's PROPERTY for the intended purposes of the District;
6 and

7 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the District's
8 Board authorizes the conveyance of the portion of SELLER's PROPERTY to EMWD as legally
9 described in Exhibit "A" and legally depicted in Exhibit "B", attached hereto and incorporated
10 herein, for the purchase price of Five Thousand Eight Hundred Dollars (\$5,800) and transfer of
11 BUYER's PROPERTY to the District as legally described in Exhibit "A-1" and legally depicted
12 in Exhibit "B-1", attached hereto and incorporated herein, and approves the Agreement for
13 Purchase and Sale of Real Property ("Agreement") and the conveyance by Grant Deed; and

14 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Chair of
15 the District's Board is authorized to execute the Agreement and Grant Deed on behalf of the
16 District; and

17 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General
18 Manager-Chief Engineer or his designee is authorized to execute any other documents and
19 administer all actions necessary to complete the purchase of the real property and this transaction.
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2
3 RESOLUTION NO. F2025-16

4 AUTHORIZATION TO CONVEY A FEE SIMPLE INTEREST WITH A PORTION OF
5 DITRICT-OWNED REAL PROPERTY, ALSO KNOWN AS ASSESSOR'S PARCEL
6 NUMBER 909-120-046, REFERENCED AS RCFC PARCEL NUMBER 7020-508A, TO
7 EASTERN MUNICIPAL WATER DISTRICT BY GRANT DEED,
8 MURRIETA CREEK PHASE 3, PROJECT NO. 7-8-00021

9 ROLL CALL:

10 Ayes: Spiegel, Washington, Perez, and Gutierrez

11 Nays: None

12 Absent: Medina

13 Abstain: None

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

16
17 KIMBERLY A. RECTOR, Clerk of said Board

18
19 By:  _____

20 Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
GRANT DEED**

W.O.: _____

APN: 909-120-046

GRANTOR: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LEGAL DESCRIPTION

IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, **BEING** A STRIP OF LAND, 80.00 FEET WIDE, LYING WITHIN THE LAND DESCRIBED IN THE GRANT DEED RECORDED JANUARY 23, 1996, INSTRUMENT NO. 024852 OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED NORTHWESTERLY SIDELINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF CHERRY STREET (30.00 FOOT HALF WIDTH) WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE (44.00 FOOT HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 24991, FILED IN BOOK 165, PAGES 96 THROUGH 103, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY;

THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG SAID SOUTHEASTERLY RIGHT OF WAY OF SAID CHERRY STREET:

- 1) NORTH 48°09'33" EAST 44.10 FEET;
- 2) NORTH 48°10'26" EAST 1319.82 FEET;
- 3) NORTH 48°00'45" EAST 210.15 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF JEFFERSON AVENUE (50.00 FOOT HALF WIDTH) AS SHOWN ON A RECORD OF SURVEY, FILED IN BOOK 142, PAGES 89 THROUGH 104, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY;

THENCE SOUTH 48°40'13" EAST 31.21 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF SAID JEFFERSON AVENUE TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY RIGHT OF WAY OF CHERRY STREET;

THENCE THE FOLLOWING FIVE (5) COURSES BEING ALONG SAID PARALLEL LINE:

- 1) SOUTH 48°00'45" WEST 213.83 FEET ALONG SAID PARALLEL LINE;

APN: 909-120-046

EXHIBIT "A": GRANT DEED

- 2) SOUTH 48°10'26" WEST 51.15 FEET ALONG SAID PARALLEL LINE TO THE **POINT OF BEGINNING** OF SAID NORTHWESTERLY SIDELINE OF SAID 80.00 FOOT WIDE STRIP OF LAND;
- 3) SOUTH 48°10'26" WEST 269.98 FEET ALONG SAID PARALLEL LINE TO THE **POINT OF TERMINUS** OF SAID NORTHWESTERLY SIDELINE;
- 4) CONTINUING SOUTH 48°10'26" WEST 998.72 FEET ALONG SAID PARALLEL LINE;
- 5) SOUTH 48°09'33" WEST 44.20 FEET ALONG SAID PARALLEL LINE TO SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE;

THENCE NORTH 41°38'51" WEST 31.00 FEET ALONG SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE TO THE **POINT OF COMMENCEMENT**.

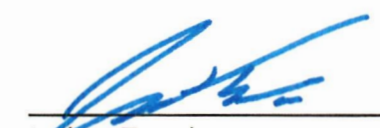
THE SOUTHEASTERLY SIDELINE OF SAID STRIP SHALL BE CONTINUED OR SHORTENED SO AS TO TERMINATE NORTHEASTERLY IN A LINE AT RIGHT ANGLES TO SAID PARALLEL LINE AND SOUTHWESTERLY IN A LINE AT RIGHT ANGLES TO SAID PARALLEL LINE.

CONTAINING: 0.496 ACRES, MORE OR LESS.

THE DISTANCES SHOWN HEREIN ARE IN GRID. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99991530.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



Joshua Tremba
Land Surveyor No. 9043



DATE: 4/14/25

EXHIBIT "B"
LEGAL DEPICTION

EXHIBIT "B"

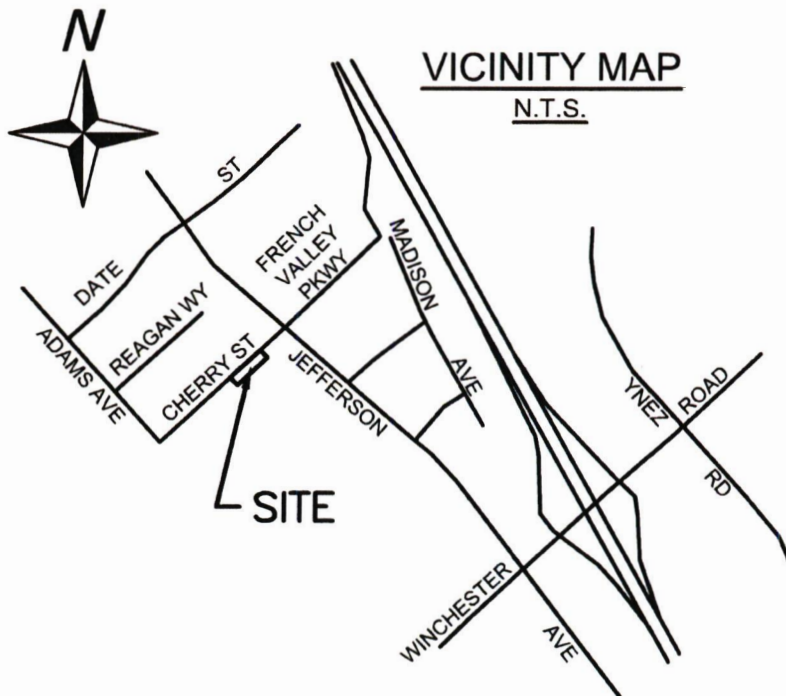
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N48°09'33"E	44.10'
L2	N48°10'26"E	1319.82'
L3	N48°00'45"E	210.15'
L4	S48°40'13"E	31.21'
L5	S48°00'45"W	213.83'
L6	S48°10'26"W	51.15'
L7	S48°10'26"W	269.98'
L8	S48°10'26"W	998.72'
L9	S48°09'33"W	44.20'
L10	N41°38'51"W	31.00'
L11	N41°49'34"W	79.99'
L12	N48°10'26"E	269.98'
L13	N41°49'34"W	79.99'

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE AS SHOWN ON PARCEL MAP NO. 24991, FILED IN BOOK 165, PAGES 96 THROUGH 103, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PROPERTY DESCRIPTION

A PORTION OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED JANUARY 23, 1996, INSTRUMENT NO. 024852 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA



VICINITY MAP

N.T.S.



PREPARED UNDER MY DIRECTION FOR EASTERN MUNICIPAL WATER DISTRICT

Joshua Tremba
JOSHUA TREMBA

Land Surveyor No. 9043

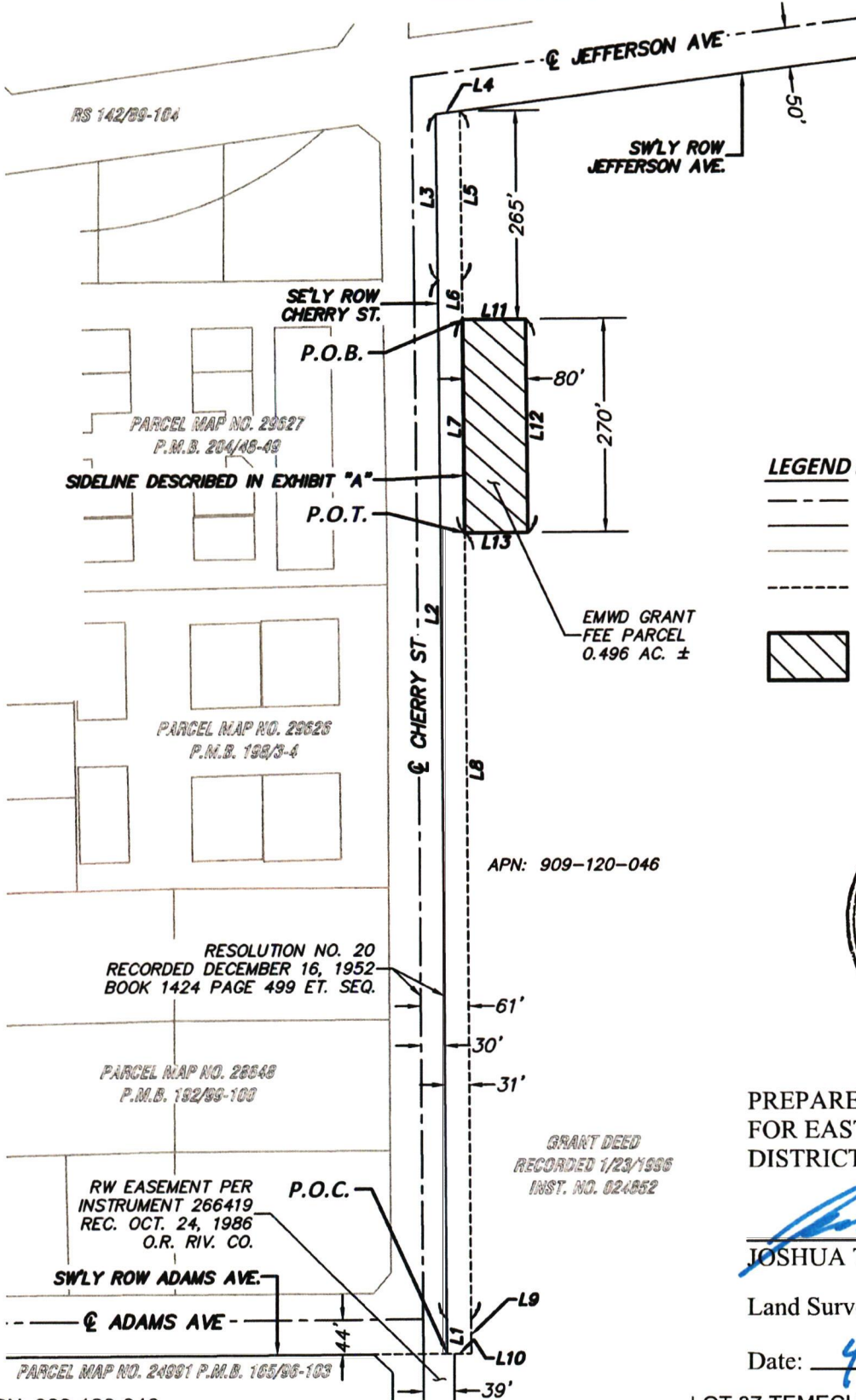
Date: 4/14/25

APN: 909-120-046

LOT 37 TEMECULA RANCHO, T.7S, R.3W, SBM

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:		RA-
	APPROVALS		SCALE AS SHOWN	
GRANT DEED PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	ENGINEERING	REAL PROPERTY	DRAWN	D.A.C.
			DATE:	04/15/25
				W.O. XXXXX
				SHT. <u>1</u> OF <u>2</u>

EXHIBIT "B"



- LEGEND:**
- STREET CENTERLINE
 - STREET RIGHT-OF-WAY
 - COUNTY GIS LINE WORK
 - STREET RIGHT-OF-WAY PROLONGATION
 - INDICATES EASTERN MUNICIPAL WATER DISTRICT FEE PARCEL DESCRIBED IN EXHIBIT A



PREPARED UNDER MY DIRECTION FOR EASTERN MUNICIPAL WATER DISTRICT

Joshua Tremba
JOSHUA TREMBA

Land Surveyor No. 9043

Date: 4/14/25

LOT 37 TEMECULA RANCHO, T.7S, R.3W, SBM

APN: 909-120-046

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:		RA-
	APPROVALS		SCALE AS SHOWN	
GRANT DEED PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	ENGINEERING	REAL PROPERTY	DRAWN	D.A.C.
			DATE:	04/15/25
				W.O. XXXXX
				SHT. 2 OF 2

EXHIBIT "A-1"
LEGAL DESCRIPTION

EXHIBIT "A"

APN: 909-120-068

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 4646, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 75 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF THE LAND DESCRIBED IN THE GRANT DEED TO EASTERN MUNICIPAL WATER DISTRICT RECORDED JUNE 30, 1989 AS INSTRUMENT NO. 218392 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, SAID CORNER BEING ALSO ON THE NORTHEASTERLY RIGHT OF WAY LINE OF DIAZ ROAD (50 FOOT HALF WIDTH) AS SHOWN ON SAID PARCEL MAP NO. 4646;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED NORTH 28°01'38" EAST (NORTH 27°30'00" EAST PER SAID GRANT DEED) 80.00 FEET TO THE MOST NORTHERLY CORNER THEREOF;

THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 61°58'22" WEST 70.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 4150.00 FEET;

THENCE ALONG SAID CURVE NORTHWESTERLY 49.11 FEET THROUGH A CENTRAL ANGLE OF 00°40'41" TO A LINE PARALLEL WITH AND 120.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 28°01'38" WEST 80.01 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF DIAZ ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 4230.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 28°41'33" EAST;

THENCE ALONG SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTHEASTERLY 49.12 FEET THROUGH A CENTRAL ANGLE OF 00°39'55";

THENCE TANGENT FROM SAID CURVE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 61°58'22" EAST 70.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 9,600 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
APN: 909-120-068

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

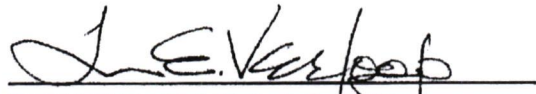

THOMAS E. VERLOOP - L.S. 5348
DATE: 10/28/2019



EXHIBIT "B-1"
LEGAL DESCRIPTION

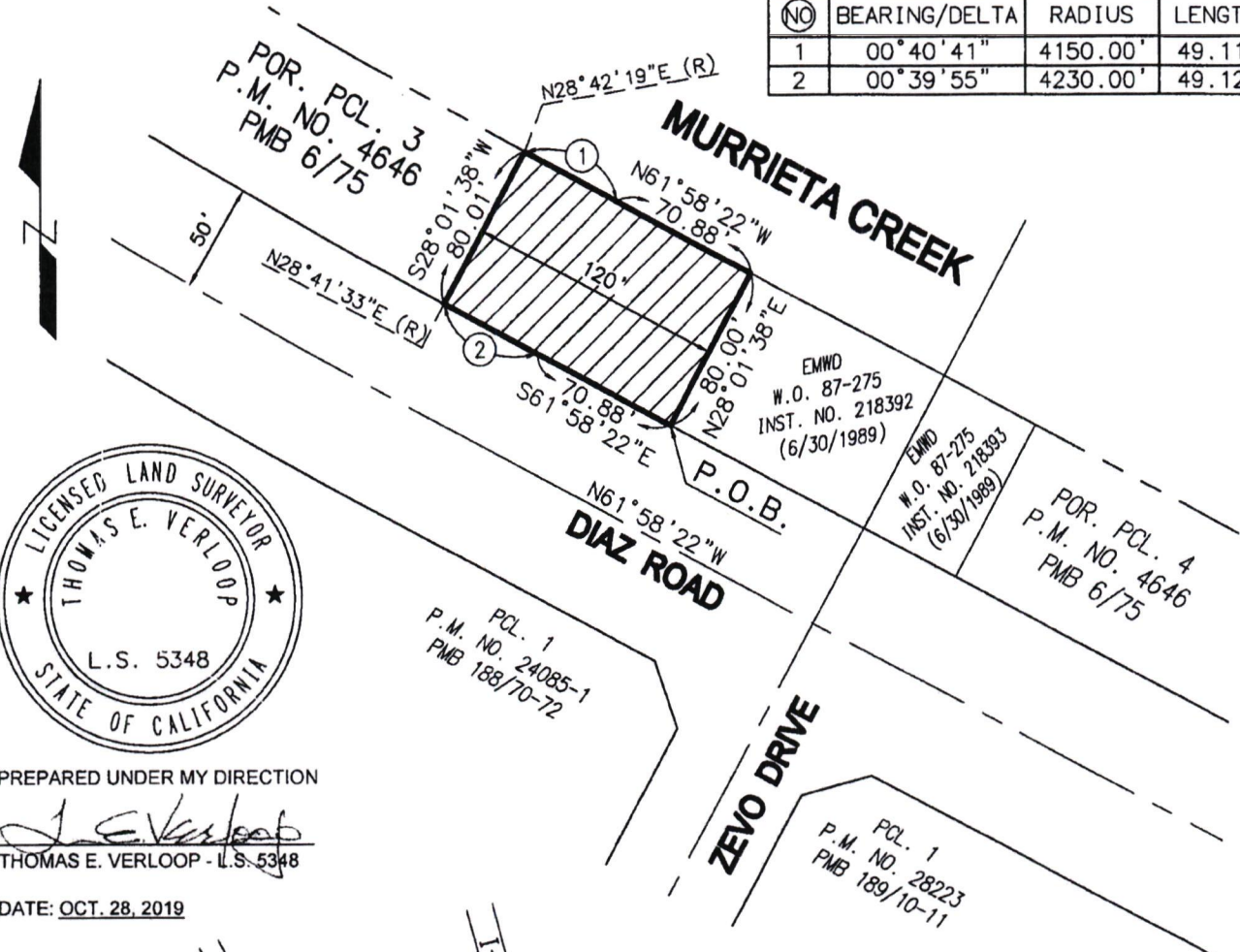
40' 0' 80'



SCALE: 1"=80'

EXHIBIT "B"

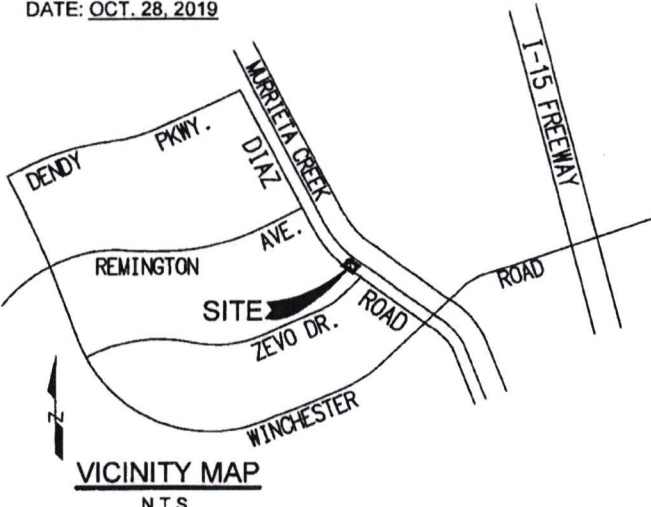
DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	00° 40' 41"	4150.00'	49.11'
2	00° 39' 55"	4230.00'	49.12'



PREPARED UNDER MY DIRECTION

Thomas E. Verloop
 THOMAS E. VERLOOP - L.S. 5348

DATE: OCT. 28, 2019



VICINITY MAP

N.T.S.

INDICATES EASTERN MUNICIPAL WATER DISTRICT FEE ACQUISITION 9,600 S.F. ±

PROPERTY DESCRIPTION

A PORTION OF PARCEL 3 OF PARCEL MAP NO. 4646 IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 6, PAGE 75 OR PARCEL MAPS, RECORDS OF SAID RIVERSIDE COUNTY, AND LYING WITHIN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE CENTERLINE OF DIAZ ROAD, BEARING N61°58'22"W, AS SHOWN ON PARCEL MAP NO. 4646, FILED IN BOOK 6, PAGE 75 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 909-120-040

SEC. 34, T.7S., R.3W., S.B.M.

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:	RA-1368
	APPROVALS		SCALE AS SHOWN
GRANT DEED PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	ENGINEERING	REAL PROPERTY	W.O. 14699
	DATE:		10/28/2019
			SHT. 1 OF 1

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

COPY

NO FEE (GOV. CODE 6103)

Murrieta Creek, Phase 3
Project No. 7-8-00021
RCFC Parcel No. 7020-508A
APN: 909-120-046 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, ("District") grants to **EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing under and by virtue of the Municipal District Law of 1911**, all right, title and interest in and to the real property in the County of Riverside, State of California, legally described in Exhibit "A" and legally depicted in Exhibit "B" attached hereto and made a part hereof.

SELLER:

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

Date: DEC 16 2025

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

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board of Supervisors

By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY [Signature] 12/14/25
RYAN D YABKO DATE

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

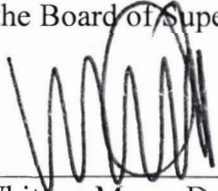
STATE OF CALIFORNIA }
 } §
COUNTY OF RIVERSIDE }

On December 16, 2025, before me, Whitney Mayo, a COB Assistant, personally appeared Karen Spiegel, Chair of the Board of Directors, who proved to me on the basis of satisfactory evidence to be the person(x) 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(x), or the entity upon behalf of which the person(x) 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: 
Whitney Mayo, Deputy Clerk

(SEAL)

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

Recorder
P.O. Box 751
(951) 486-7000
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 Flood Control and Water Conservation District (EMBOSED ON DOCUMENT)

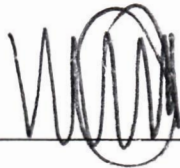
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 12/16/2025

Signature: _____



Print Name: Whitney Mayo, Clerk of Board Assistant

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
GRANT DEED**

W.O.: _____

APN: 909-120-046

GRANTOR: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LEGAL DESCRIPTION

IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, **BEING** A STRIP OF LAND, 80.00 FEET WIDE, LYING WITHIN THE LAND DESCRIBED IN THE GRANT DEED RECORDED JANUARY 23, 1996, INSTRUMENT NO. 024852 OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED NORTHWESTERLY SIDELINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF CHERRY STREET (30.00 FOOT HALF WIDTH) WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE (44.00 FOOT HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 24991, FILED IN BOOK 165, PAGES 96 THROUGH 103, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY;

THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG SAID SOUTHEASTERLY RIGHT OF WAY OF SAID CHERRY STREET:

- 1) NORTH 48°09'33" EAST 44.10 FEET;
- 2) NORTH 48°10'26" EAST 1319.82 FEET;
- 3) NORTH 48°00'45" EAST 210.15 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF JEFFERSON AVENUE (50.00 FOOT HALF WIDTH) AS SHOWN ON A RECORD OF SURVEY, FILED IN BOOK 142, PAGES 89 THROUGH 104, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY;

THENCE SOUTH 48°40'13" EAST 31.21 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF SAID JEFFERSON AVENUE TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY RIGHT OF WAY OF CHERRY STREET;

THENCE THE FOLLOWING FIVE (5) COURSES BEING ALONG SAID PARALLEL LINE:

- 1) SOUTH 48°00'45" WEST 213.83 FEET ALONG SAID PARALLEL LINE;

APN: 909-120-046

EXHIBIT "A": GRANT DEED

- 2) SOUTH 48°10'26" WEST 51.15 FEET ALONG SAID PARALLEL LINE TO THE **POINT OF BEGINNING** OF SAID NORTHWESTERLY SIDELINE OF SAID 80.00 FOOT WIDE STRIP OF LAND;
- 3) SOUTH 48°10'26" WEST 269.98 FEET ALONG SAID PARALLEL LINE TO THE **POINT OF TERMINUS** OF SAID NORTHWESTERLY SIDELINE;
- 4) CONTINUING SOUTH 48°10'26" WEST 998.72 FEET ALONG SAID PARALLEL LINE;
- 5) SOUTH 48°09'33" WEST 44.20 FEET ALONG SAID PARALLEL LINE TO SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE;

THENCE NORTH 41°38'51" WEST 31.00 FEET ALONG SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE TO THE **POINT OF COMMENCEMENT**.


THE SOUTHEASTERLY SIDELINE OF SAID STRIP SHALL BE CONTINUED OR SHORTENED SO AS TO TERMINATE NORTHEASTERLY IN A LINE AT RIGHT ANGLES TO SAID PARALLEL LINE AND SOUTHWESTERLY IN A LINE AT RIGHT ANGLES TO SAID PARALLEL LINE.

CONTAINING: 0.496 ACRES, MORE OR LESS.

THE DISTANCES SHOWN HEREIN ARE IN GRID. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99991530.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



Joshua Tremba
Land Surveyor No. 9043



DATE: 4/14/25

EXHIBIT "B"

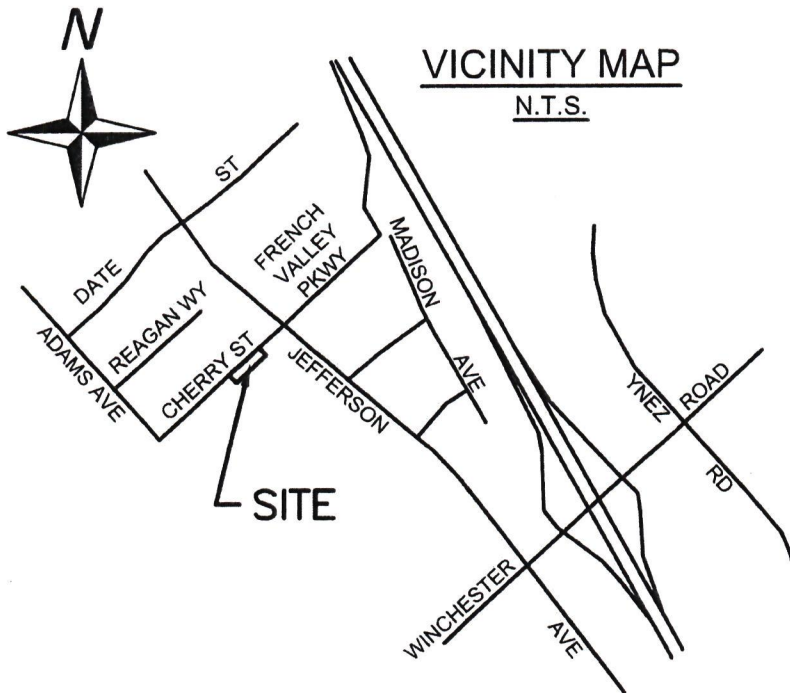
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N48°09'33"E	44.10'
L2	N48°10'26"E	1319.82'
L3	N48°00'45"E	210.15'
L4	S48°40'13"E	31.21'
L5	S48°00'45"W	213.83'
L6	S48°10'26"W	51.15'
L7	S48°10'26"W	269.98'
L8	S48°10'26"W	998.72'
L9	S48°09'33"W	44.20'
L10	N41°38'51"W	31.00'
L11	N41°49'34"W	79.99'
L12	N48°10'26"E	269.98'
L13	N41°49'34"W	79.99'

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE AS SHOWN ON PARCEL MAP NO. 24991, FILED IN BOOK 165, PAGES 96 THROUGH 103, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PROPERTY DESCRIPTION

A PORTION OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED JANUARY 23, 1996, INSTRUMENT NO. 024852 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA



PREPARED UNDER MY DIRECTION FOR EASTERN MUNICIPAL WATER DISTRICT

Joshua Tremba
 JOSHUA TREMBA

Land Surveyor No. 9043

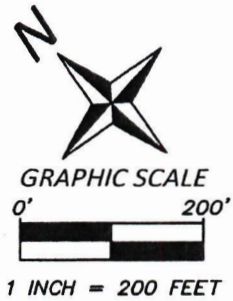
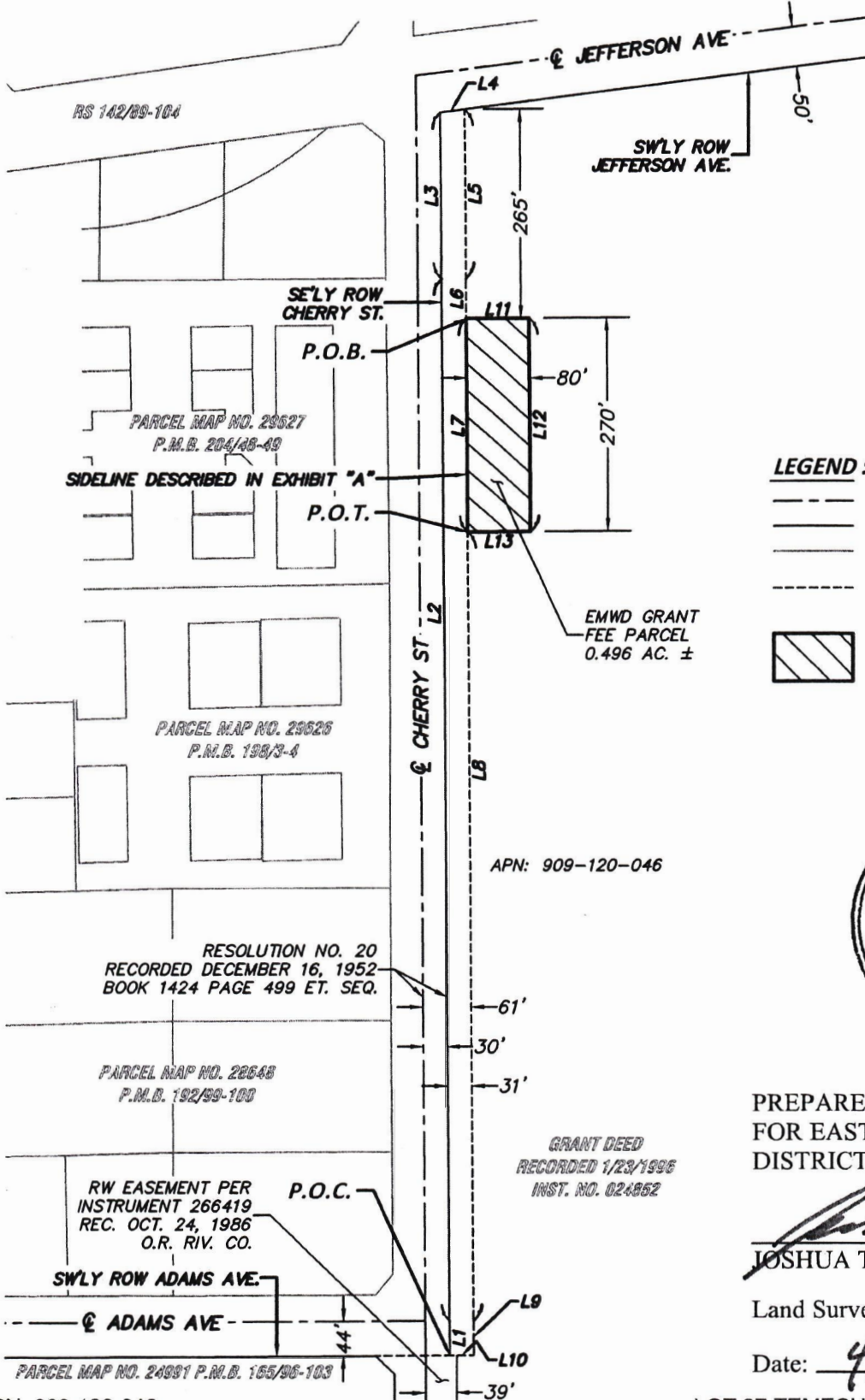
Date: 4/14/25

APN: 909-120-046

LOT 37 TEMECULA RANCHO, T.7S, R.3W, SBM

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:		RA- W.O. XXXXX
	APPROVALS		SCALE AS SHOWN	
GRANT DEED			DRAWN	D.A.C.
PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	ENGINEERING	REAL PROPERTY	DATE:	04/15/25
				SHT. 1 OF 2

EXHIBIT "B"



LEGEND:

- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- COUNTY GIS LINE WORK
- STREET RIGHT-OF-WAY PROLONGATION
- INDICATES EASTERN MUNICIPAL WATER DISTRICT FEE PARCEL DESCRIBED IN EXHIBIT A



PREPARED UNDER MY DIRECTION
FOR EASTERN MUNICIPAL WATER
DISTRICT

Joshua Tremba
JOSHUA TREMBA

Land Surveyor No. 9043

Date: 4/14/25

APN: 909-120-046

LOT 37 TEMECULA RANCHO, T.7S, R.3W, SBM

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.		DATE:		RA- W.O. XXXXX
	APPROVALS		SCALE AS SHOWN		
GRANT DEED PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	ENGINEERING	REAL PROPERTY	DRAWN	D.A.C.	SHT. <u>2</u> OF <u>2</u>
			DATE:	04/15/25	

Project: Murrieta Creek, Phase 3
Project No.: 7-0-00021
APN: 909-120-046 (portion)
RCFC Parcel No.: 7020-508

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 16 day of DEC, 2025 by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, (hereinafter called "DISTRICT" or "SELLER"), and **EASTERN MUNICIPAL WATER DISTRICT**, a public agency organized and existing under and by virtue of the Municipal District Law of 1911 (herein after called "EMWD" or "BUYER"), for acquisition by BUYER from SELLER of certain real property interest by Grant Deed, for the Murrieta Creek Phase 3 Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. SELLER is the owner of certain real property located in the County of Riverside, State of California, consisting of approximately 5,026,824 square feet (115.4± acres) of land, Assessor's Parcel Number ("APN") 909-120-046, referenced as RCFC Parcel Number 7020-508 ("SELLER'S PROPERTY").
- B. BUYER is the owner of certain real property located in the County of Riverside, State of California, consisting of approximately 9,600 square feet of land, APN 909-120-068 ("BUYER PROPERTY").
- C. BUYER desires to exchange BUYER PROPERTY with SELLER as partial consideration for a portion of SELLER'S PROPERTY.
- D. SELLER desires to sell a portion of the SELLER'S PROPERTY and accept BUYER PROPERTY as partial consideration for SELLER'S PROPERTY by Grant Deed, as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, a portion of the SELLER'S PROPERTY consisting of approximately 21,606 square feet (0.496 acres) identified within APN 909-120-046 ("PROPERTY"), legally described in Exhibit A and depicted in Exhibit B, both attached hereto and incorporated herein.
 - A. The fee interest will hereinafter be referred to as "RCFC Parcel No. 7020-508A" identified as a portion of APN 909-120-046.

B. The respective sections of land of BUYER PROPERTY to be sold to SELLER (APN 909-120-068) is legally described in Exhibit "A-1" and legally depicted in Exhibit "B-1", attached hereto and by this reference incorporated herein.

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

FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00) ("Funds").

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

3. PROPERTY SOLD IN "AS IS" CONDITION. BUYER acknowledges that the PROPERTY is sold in "as-is" condition, as of the date of this Agreement, without any warranty and that SELLER is not responsible for making corrections or repairs of any nature. Buyer further acknowledges that SELLER has made no representations or warranties regarding the PROPERTY.

4. PERMISSION TO ENTER ON THE PROPERTY. SELLER hereby grants to BUYER or its authorized agent's permission to enter upon SELLER's PROPERTY at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable oral, written or electronic notice prior to entering SELLER's PROPERTY. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments arising from or that are in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto SELLER's PROPERTY pursuant to this Section 4. If BUYER fails to acquire the PROPERTY due to BUYER's default, this Agreement will terminate upon the termination of BUYER's right to purchase the PROPERTY upon such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools and equipment from SELLER's PROPERTY within ten (10) business days from the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from SELLER's PROPERTY after entering SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 4, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.

5. ESCROW. The Parties will establish an escrow at Lawyers Title Company ("Escrow Holder") to accommodate the transaction contemplated by this Agreement. If the Escrow Agent/Agency is unwilling or unable to perform, District shall designate another Escrow/Agency. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The Parties shall open an escrow within ten (10) business days of the date on which this Agreement is fully executed by the Parties. Close of Escrow means the date on which the Grant Deed is recorded in the Official Records of the County of Riverside. The Close of Escrow will

be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than forty-five (45) days after the Opening of Escrow. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:

- A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the PROPERTY as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Section 10; b) process the documents for the Purchase Price as described herein; (c) disburse the balance of the Purchase Price to SELLER and (d) disburse any excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the fully executed Grant Deed(s) in favor of BUYER in the form attached to this Agreement as Exhibit "C" and by this reference incorporated herein and made part of hereof. Grant Deed to be recorded with the Riverside County Recorder and conformed copies obtained thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue the Title Policy for the title fee interests referred to as RCFC Parcel No. 7020-508A to BUYER.
 - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
 - E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of or supplement to any instructions must be in writing.
6. TITLE AND TITLE INSURANCE. Buyer has elected not to obtain title insurance policy for this transaction.
7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of SELLER's PROPERTY by BUYER, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all Parties.
8. WARRANTIES AND REPRESENTATIONS OF SELLER AND BUYER. SELLER AND BUYER makes the following representations and warranties:
- A. To the best of both Parties' knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the EMWD or District PROPERTY or any portion thereof, at law or in equity, before any court or

governmental agency, domestic or foreign.

- B. To the best of both Parties' knowledge, there are no encroachments onto the PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on the PROPERTY encroach onto other properties.
- C. Until the Close of Escrow, all Parties shall maintain their respective PROPERTY in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting the PROPERTY.
- D. Both Parties have good and marketable title to the respective PROPERTY. Neither Party has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the respective properties owned or claimed by anyone other than the District or EMWD. Neither Party has no knowledge that anyone will, at the Closing, have any right to possession of either property, except as disclosed by this Agreement or otherwise in writing to either Party. There are no unsatisfied mechanics' or materialmen's lien rights on either Party's PROPERTY. No assessment lien or bond encumbers either Party's PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting either PROPERTY and shall not do anything that would impair title to any portions of the PROPERTY.
- E. To the best of both Parties' knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which either PROPERTY may be bound.
- F. Both Parties represent and warrant that until the Close of Escrow, both Parties shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 8 not to be true as of closing, immediately give written notice of such fact or condition to the other Party.
- G. Both Parties represent and warrant that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about either BUYER PROPERTY nor SELLER'S PROPERTY or transport any Hazardous Materials to or from either PROPERTY and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about the either Party's property prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans

and Inventory); (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (iv) petroleum; (v) asbestos; (vi) polychlorinated biphenyls; (vii) defined as "hazardous" or "extremely hazardous" pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Sections 66261.3 and 66261.110; (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317); (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).

H. Both Parties represent and warrant that, to the best of both Parties' knowledge, the PROPERTY is in compliance with all applicable statutes and regulations, including environmental, health and safety requirements.

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

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

A. BUYER has taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.

B. BUYER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, which are, or at the Closing Date will be, legal, valid, and binding obligations of BUYER and can consummate the transaction contemplated herein.

10. CLOSING CONDITIONS.

A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing of each of the following conditions:

1) SELLER shall convey to BUYER marketable title to the PROPERTY by

execution and delivery to the Escrow Holder of a duly executed and acknowledged Grant Deed in the form attached hereto as Exhibit "C" and by this reference incorporated herein. Buyer shall convey to SELLER marketable title to BUYER PROPERTY by execution and delivery to the Escrow Holder of a duly executed and acknowledged Grant Deed in the form attached hereto as Exhibit "D" and incorporated herein.

- 2) SELLER must have delivered to Escrow the documents it is required to deliver through Escrow at Closing.
- 3) The physical condition of the PROPERTY must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
- 4) All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
- 5) Such proof of SELLER's authority and authorization to enter into and perform under this Agreement and such proof of power and authority of the individuals executing or delivering any instruments, documents or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

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

B. SELLER's obligation to sell the PROPERTY is expressly conditioned on the fulfillment of each of the following conditions at or before Closing:

- 1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
- 2) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.
- 3) All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by BUYER to SELLER.
- 4) Such proof of BUYER's authority and authorization to enter into and perform under this Agreement and such proof of power and authority of the individuals executing or delivering any instruments, documents or certificates on behalf of BUYER to act for and bind BUYER as may reasonably be required by SELLER or the Escrow Holder.

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

- C. Transfer of Property. The BUYER shall have completed the legal transfer of title and ownership of the BUYER's PROPERTY, to SELLER. Such transfer shall be executed by delivery of a duly recorded deed and any other documents necessary to effectuate the transfer, free and clear of all liens and encumbrances unless otherwise agreed in writing.
- D. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the PROPERTY interest, including, but not limited to, any supplemental instructions required to complete the transaction.
11. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:
- A. SELLER shall pay or be charged:
- 1) 50% of all Escrow fees and costs;
 - 2) All costs associated with removing any debt encumbering the PROPERTY; and
 - 3) SELLER's share of prorations, if any.
- B. BUYER shall pay or be charged:
- 1) 50% of all Escrow fees and costs;
 - 2) Cost of the CLTA Standard coverage policy, if elected;
 - 3) All costs of associated with BUYER'S attorney fees;
 - 4) Cost of recording Grant Deed, if any; and
 - 5) BUYER's share of prorations, if any.
- C. Prorations. All receipts and disbursements of the PROPERTY will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:
- 1) Tax Exempt Agency. All Parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any

installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.

- 2) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the PROPERTY and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 11 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.
12. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement and the Title Company is ready, willing and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.
13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER's representation, warranties or covenants provided in this Agreement.
14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of BUYER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.
15. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid and return receipt requested or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective Party. The Parties agree, however, that if any Party gives notice in writing of a change of name or address to the other Party, notices to such Party shall thereafter be given as demanded in that notice:

SELLER: EASTERN MUNICIPAL WATER DISTRICT
 a California non-profit corporation
 Attention: Real Property Manager
 2270 Trumble Road
 Post Office Box 8300
 Perris, CA 92572-8300

BUYER: Riverside County Flood Control
 and Water Conservation District
 Attention: Yolanda King Wilder
 Principal Real Property Agent
 1995 Market Street
 Riverside, CA 92501

COPY TO: Riverside County Counsel
 Attention: Ryan Yabko
 Deputy County Counsel
 3960 Orange Street, Suite 500
 Riverside, CA 92501-3674

16. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694. Cost of said Natural Hazard Disclosure Statement to be paid by BUYER.
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the PROPERTY, by delivering written notice thereof to the defaulting Party and to Escrow Holder; and if the BUYER is the non-defaulting Party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting Party shall be without prejudice to the non-defaulting Party's rights and remedies at law or equity.
- C. Further Instructions. Each Party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned Parties respecting the subject matter set forth herein and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.
- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.
- H. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The Parties agree that each Party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or Exhibits, thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural and the words 'person' and 'party' include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

- M. Brokers. SELLER and BUYER each represent and warrant to one another that, such Party has not engaged any broker or finder with respect to this Agreement or the transaction contemplated herein. The provisions of this Section 16.M. shall survive Closing hereunder or termination of this Agreement.
17. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the PROPERTY, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.
18. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting Parties.

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

SELLER:

RECOMMENDED FOR APPROVAL

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

Date: DEC 16 2025

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

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: [Signature]
RYAN YABKO
Deputy County Counsel

By: [Signature]
Deputy

Date: 12/7/25

Date: DEC 16 2025

BUYER:

EASTERN MUNICIPAL WATER DISTRICT,
a public agency of the State of California

Date: 11/25/2025

By: [Signature]
MATTHEW BATES
Director of Engineering Support Services

Project: Murrieta Creek, Phase 3
Project No.: 7-0-00021
APN: 909-120-046 (portion)
RCFC Parcel No.: 7020-508
09/11/2025
YKW:bs

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
GRANT DEED**

W.O.: _____

APN: 909-120-046

GRANTOR: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LEGAL DESCRIPTION

IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, **BEING** A STRIP OF LAND, 80.00 FEET WIDE, LYING WITHIN THE LAND DESCRIBED IN THE GRANT DEED RECORDED JANUARY 23, 1996, INSTRUMENT NO. 024852 OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED NORTHWESTERLY SIDELINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF CHERRY STREET (30.00 FOOT HALF WIDTH) WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE (44.00 FOOT HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 24991, FILED IN BOOK 165, PAGES 96 THROUGH 103, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY;

THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG SAID SOUTHEASTERLY RIGHT OF WAY OF SAID CHERRY STREET:

- 1) NORTH 48°09'33" EAST 44.10 FEET;
- 2) NORTH 48°10'26" EAST 1319.82 FEET;
- 3) NORTH 48°00'45" EAST 210.15 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF JEFFERSON AVENUE (50.00 FOOT HALF WIDTH) AS SHOWN ON A RECORD OF SURVEY, FILED IN BOOK 142, PAGES 89 THROUGH 104, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY;

THENCE SOUTH 48°40'13" EAST 31.21 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF SAID JEFFERSON AVENUE TO A LINE PARALLEL WITH AND 31.00 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY RIGHT OF WAY OF CHERRY STREET;

THENCE THE FOLLOWING FIVE (5) COURSES BEING ALONG SAID PARALLEL LINE:

- 1) SOUTH 48°00'45" WEST 213.83 FEET ALONG SAID PARALLEL LINE;

APN: 909-120-046
EXHIBIT "A": GRANT DEED

- 2) SOUTH 48°10'26" WEST 51.15 FEET ALONG SAID PARALLEL LINE TO THE **POINT OF BEGINNING** OF SAID NORTHWESTERLY SIDELINE OF SAID 80.00 FOOT WIDE STRIP OF LAND;
- 3) SOUTH 48°10'26" WEST 269.98 FEET ALONG SAID PARALLEL LINE TO THE **POINT OF TERMINUS** OF SAID NORTHWESTERLY SIDELINE;
- 4) CONTINUING SOUTH 48°10'26" WEST 998.72 FEET ALONG SAID PARALLEL LINE;
- 5) SOUTH 48°09'33" WEST 44.20 FEET ALONG SAID PARALLEL LINE TO SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE;

THENCE NORTH 41°38'51" WEST 31.00 FEET ALONG SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE TO THE **POINT OF COMMENCEMENT**.


THE SOUTHEASTERLY SIDELINE OF SAID STRIP SHALL BE CONTINUED OR SHORTENED SO AS TO TERMINATE NORTHEASTERLY IN A LINE AT RIGHT ANGLES TO SAID PARALLEL LINE AND SOUTHWESTERLY IN A LINE AT RIGHT ANGLES TO SAID PARALLEL LINE.

CONTAINING: 0.496 ACRES, MORE OR LESS.

THE DISTANCES SHOWN HEREIN ARE IN GRID. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99991530.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



Joshua Tremba
Land Surveyor No. 9043



DATE: 4/14/25

EXHIBIT "B"
LEGAL DEPICTION

EXHIBIT "B"

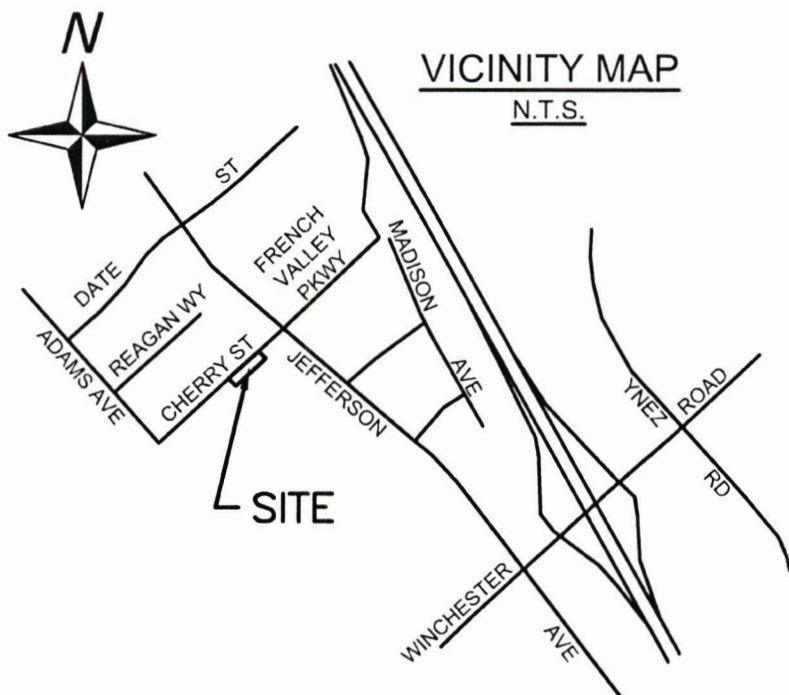
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N48°09'33"E	44.10'
L2	N48°10'26"E	1319.82'
L3	N48°00'45"E	210.15'
L4	S48°40'13"E	31.21'
L5	S48°00'45"W	213.83'
L6	S48°10'26"W	51.15'
L7	S48°10'26"W	269.98'
L8	S48°10'26"W	998.72'
L9	S48°09'33"W	44.20'
L10	N41°38'51"W	31.00'
L11	N41°49'34"W	79.99'
L12	N48°10'26"E	269.98'
L13	N41°49'34"W	79.99'

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY OF ADAMS AVENUE AS SHOWN ON PARCEL MAP NO. 24991, FILED IN BOOK 165, PAGES 96 THROUGH 103, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PROPERTY DESCRIPTION

A PORTION OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED JANUARY 23, 1996, INSTRUMENT NO. 024852 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA



PREPARED UNDER MY DIRECTION FOR EASTERN MUNICIPAL WATER DISTRICT

Joshua Tremba
JOSHUA TREMBA

Land Surveyor No. 9043

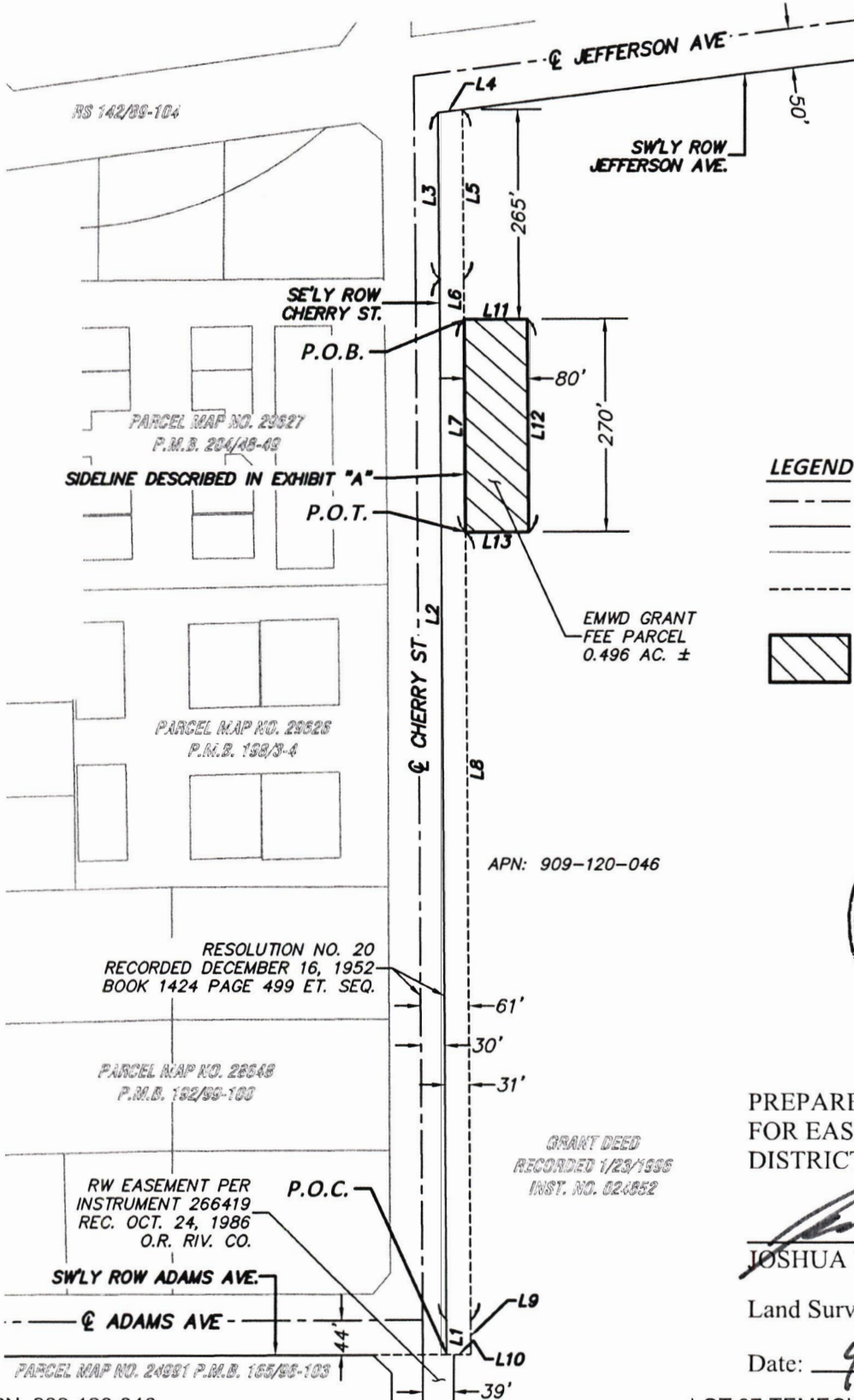
Date: 4/14/25

APN: 909-120-046

LOT 37 TEMECULA RANCHO, T.7S, R.3W, SBM

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:		RA-
	APPROVALS		SCALE AS SHOWN	
GRANT DEED PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	ENGINEERING	REAL PROPERTY	DRAWN	D.A.C.
			DATE:	04/15/25
				W.O. XXXXX
				SHT. 1 OF 2

EXHIBIT "B"



LEGEND:

- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- COUNTY GIS LINE WORK
- - - STREET RIGHT-OF-WAY PROLONGATION
- INDICATES EASTERN MUNICIPAL WATER DISTRICT FEE PARCEL DESCRIBED IN EXHIBIT A



PREPARED UNDER MY DIRECTION FOR EASTERN MUNICIPAL WATER DISTRICT

Joshua Tremba
 JOSHUA TREMBA

Land Surveyor No. 9043

Date: 4/14/25

APN: 909-120-046

LOT 37 TEMECULA RANCHO, T.7S, R.3W, SBM

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:		RA-
	APPROVALS		SCALE AS SHOWN	
GRANT DEED PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	ENGINEERING	REAL PROPERTY	DRAWN	D.A.C.
			DATE:	04/15/25
				W.O. XXXXX
				SHT. <u>2</u> OF <u>2</u>

EXHIBIT "A-1"
LEGAL DESCRIPTION

EXHIBIT "A"

APN: 909-120-068

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 4646, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 75 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF THE LAND DESCRIBED IN THE GRANT DEED TO EASTERN MUNICIPAL WATER DISTRICT RECORDED JUNE 30, 1989 AS INSTRUMENT NO. 218392 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, SAID CORNER BEING ALSO ON THE NORTHEASTERLY RIGHT OF WAY LINE OF DIAZ ROAD (50 FOOT HALF WIDTH) AS SHOWN ON SAID PARCEL MAP NO. 4646;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED NORTH 28°01'38" EAST (NORTH 27°30'00" EAST PER SAID GRANT DEED) 80.00 FEET TO THE MOST NORTHERLY CORNER THEREOF;

THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 61°58'22" WEST 70.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 4150.00 FEET;

THENCE ALONG SAID CURVE NORTHWESTERLY 49.11 FEET THROUGH A CENTRAL ANGLE OF 00°40'41" TO A LINE PARALLEL WITH AND 120.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 28°01'38" WEST 80.01 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF DIAZ ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 4230.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 28°41'33" EAST;

THENCE ALONG SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTHEASTERLY 49.12 FEET THROUGH A CENTRAL ANGLE OF 00°39'55";

THENCE TANGENT FROM SAID CURVE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 61°58'22" EAST 70.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 9,600 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
APN: 909-120-068

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

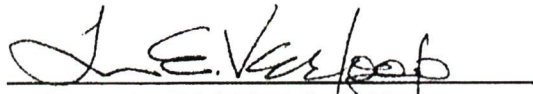

THOMAS E. VERLOOP - L.S. 5348
DATE: 10/28/2019



EXHIBIT "B-1"
LEGAL DESCRIPTION

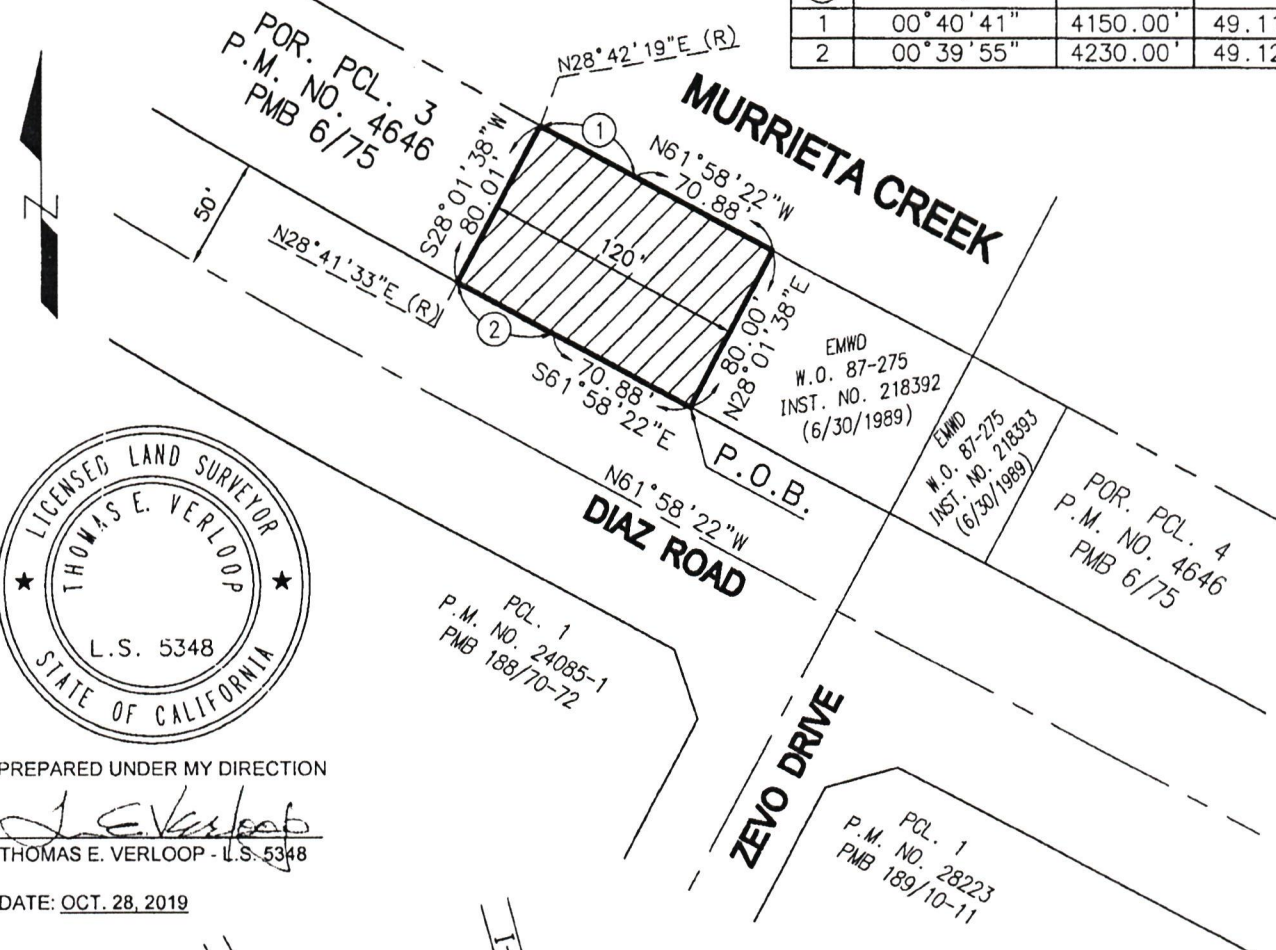
40' 0' 80'



SCALE: 1"=80'

EXHIBIT "B"

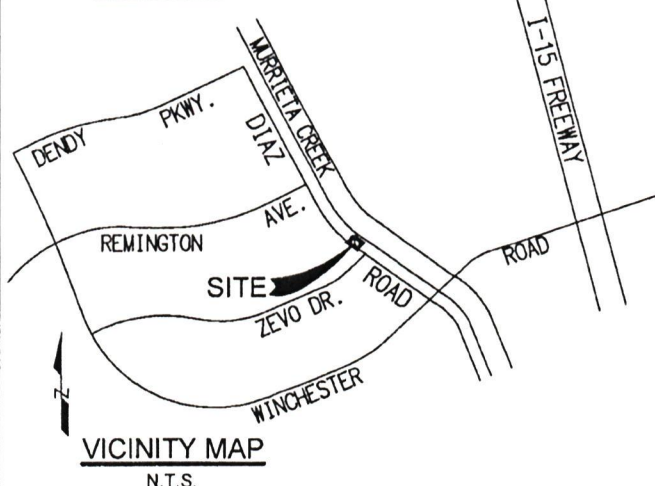
DATA TABLE			
NO	BEARING/Delta	RADIUS	LENGTH
1	00° 40' 41"	4150.00'	49.11'
2	00° 39' 55"	4230.00'	49.12'



PREPARED UNDER MY DIRECTION

Thomas E. Verloop
 THOMAS E. VERLOOP - L.S. 5348

DATE: OCT. 28, 2019



VICINITY MAP
 N.T.S.

INDICATES EASTERN MUNICIPAL WATER DISTRICT FEE ACQUISITION 9,600 S.F. ±

PROPERTY DESCRIPTION
 A PORTION OF PARCEL 3 OF PARCEL MAP NO. 4646 IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 6, PAGE 75 OR PARCEL MAPS, RECORDS OF SAID RIVERSIDE COUNTY, AND LYING WITHIN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

BASIS OF BEARINGS
 THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE CENTERLINE LINE OF DIAZ ROAD, BEARING N61°58'22"W, AS SHOWN ON PARCEL MAP NO. 4646, FILED IN BOOK 6, PAGE 75 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 909-120-040

SEC. 34, T.7S., R.3W., S.B.M.

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:		RA-1308
	APPROVALS		SCALE AS SHOWN	
GRANT DEED PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	ENGINEERING	REAL PROPERTY	DATE:	10/28/2019
			DRAWN	T. VERLOOP
				W.O. 14699
				SHT. 1 OF 1

EXHIBIT "C"

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

NO FEE (GOV. CODE 6103)

Murrieta Creek, Phase 3
Project No. 7-8-00021
RCFC Parcel No. 7020-508A
APN 909-120-046 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, grants to **EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing under and by virtue of the Municipal District Law of 1911**, all right, title and interest in and to the real property in the County of Riverside, State of California, legally described in Exhibit "A" and legally depicted in Exhibit "B" attached hereto and made a part hereof.

SELLER:

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

Date: _____

By: _____

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

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board of Supervisors

By: _____

EXHIBIT "D"



RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572-8300
Attn: Real Property Division

EXEMPT FROM RECORDING FEES
(Government Code §§6103 & 27383)

(Space above Line for Recorder's Use Only)

APN(S): 909-120-068
WO#: 419771
RA#:

The undersigned grantor(s) declare(s) documentary transfer tax is \$0.00.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **EASTERN MUNICIPAL WATER DISTRICT**, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911, does hereby grant to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** a body corporate and politic, all right, title and interest in that real property situated in the City of Temecula, County of Riverside, State of California, as more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference.

Dated: _____

EASTERN MUNICIPAL WATER DISTRICT,

a public agency organized and existing
under and by virtue of the Municipal Water
District Law of 1911

By: _____
Joe Mouawad, P.E., General Manager



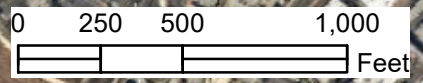
Supervisor Districts

Legend

- APN 909-120-068
- RCFC Parcel 7020-508A
- Assessor Parcels
- Facility Location

Description

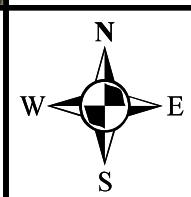
Project Number 7-8-000212
 APN'S 909-120-046 & 909-120-068
 RCFC Parcel 7020-508



U:\GIS\Templ\hilling\FloodTickets\Vicinity Maps\BOS\BOS_909_120_046_068_TH.mxd



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 Murrieta Creek Phase 3
 Vicinity Map



Attachment 1