

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



ITEM: 14.5
(ID # 30238)

MEETING DATE:
Tuesday, April 28, 2026

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2026-18, Authorization to Purchase from I-215 at Ramona, LLC, a Texas Limited Liability Company, a Fee Simple Interest in Real Property Located in the City of Perris, County of Riverside, State of California, Assessor's Parcel Number. 317-130-026, Also Referred to as RCFC Parcel No. 4554-2, by Grant Deed, Perris Valley MDP Line E Project, Project Number 4-0-00554, CEQA Exempt per CEQA Guidelines Sections 15325 and 15061, District 1. [\$2,556,000.00 Total Cost – 100% District Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the authorization to purchase a fee simple interest in real property is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15325(d), "Acquisition, sale, or transfer to prevent encroachment of development into floodplains" and the purchase is also consistent with Section 15061(b)(3), the "Common Sense" exemption;

Continued on Page 2

ACTION: Policy




Claudio Padres, ASST CHF FLOOD CONTROL ENG 4/13/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez 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 28, 2026
xc: Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. F2026-18, Authorization to Purchase from I-215 at Ramona, LLC, a Texas limited liability company, a Fee Simple Interest in Real Property ("Authorization") Located in the city of Perris, County of Riverside, State of California, Assessor's Parcel Number ("APN") 317-130-026, Also Referred to as RCFC Parcel No. 4554-2, by Grant Deed, Perris Valley MDP Line E Project, Project Number 4-0-00554;

3. Approve the attached Agreement for Purchase and Sale of Real Property ("Agreement") between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), and I-215 at Ramona, LLC, a Texas limited liability company, and authorize the Chair of the District's Board of Supervisors ("Board") to execute the Agreement on behalf of the District; and

4. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$2,556,000 | \$0 | \$2,556,000 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 25140-947460-540040 (Zone 4 Construction/ Maintenance/Misc. Land) | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 2025/2026 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District's Perris Valley Master Drainage Plan includes a proposed basin east of Interstate 215 and south of the Ramona Expressway. This acquisition would allow the District to secure a portion of the land needed for the potential future basin site from a willing seller. The subject property is raw, vacant land identified as APN 317-130-026 ("Seller's Property") and is owned by I-215 at Ramona, LLC, a Texas limited liability company ("Owner"). The Seller's Property consists of 3.01 acres and is also referenced as RCFC Parcel No. 4554-2.

Acquisition of the Seller's Property has been negotiated with the Owner. District staff recommends approval of the Agreement for Purchase and Sale of Real Property

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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("Agreement") with the Owner for a purchase price of Two Million Five Hundred Fifty-Six Thousand Dollars (\$2,556,000.00). The consideration for the real property is reasonable as it reflects current market value.

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

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

The Agreement and Resolution No. F2026-18 have been approved as to form by County Counsel.

Environmental Findings

The Authorization is exempt from CEQA pursuant to CEQA Statute and Guidelines Section 15325(d), "Acquisition, sale or other transfer to prevent encroachment of development into floodplains." Acquisition of the Seller's Properties will prevent encroachment of development into the floodplain.

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

ATTACHMENTS:

1. Resolution No. F2026-18
2. Agreement for Purchase and Sale of Real Property
3. Vicinity Map

  
Douglas Maldonado Jr. 4/23/2026


Aaron Gettis, Chief Deputy County Counsel 4/16/2026

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2026-18

AUTHORIZATION TO PURCHASE FROM I-215 AT RAMONA, LLC,
A TEXAS LIMITED LIABILITY COMPANY, A FEE SIMPLE INTEREST IN REAL
PROPERTY LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, ASSESSOR'S PARCEL NUMBER 317-130-026,
ALSO REFERRED TO AS RCFC PARCEL NUMBER 4554-2, BY GRANT DEED,
PERRIS VALLEY MDP LINE E PROJECT, PROJECT NUMBER 4-0-00554


WHEREAS, Riverside County Flood Control and Water Conservation District's
("District") Perris Valley Master Drainage Plan includes a proposed basin east of Interstate 215
and south of the Ramona Expressway; and

WHEREAS, acquisition of the subject property would allow the District to secure a
portion of the land needed for the potential future basin site from a willing seller; and

WHEREAS, the subject property is raw, vacant land identified as Assessor's Parcel
Number ("APN") 317-130-026 ("Seller's Property"), owned by I-215 at Ramona, LLC, a Texas
limited liability company ("Owner"), consisting of 3.01 acres also referenced as RCFC Parcel
Number 4554-2; and

WHEREAS, District staff have negotiated the acquisition of the Seller's Property with the
Owner and recommends approval of the Agreement for Purchase and Sale of Real Property
("Agreement") for a purchase price of Two Million Five Hundred Fifty-Six Thousand Dollars
(\$2,556,000.00) which has been determined to be reasonable as it reflects current market value;
and

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

FORM APPROVED COUNTY COUNSEL
BY  RYAND YABKO
DATE 4/15/26

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

3 **WHEREAS**, based on the review of the proposed purchase, it has been determined that
4 the purchase qualifies for a "Class 25 Categorical" exemption pursuant to Sections 15325(d) of the
5 California Environmental Quality Act ("CEQA") Statute and Guidelines because acquisition of
6 the Seller's Property will prevent encroachment of development into the floodplain; and

7 **WHEREAS**, the authorization is also exempt from CEQA pursuant to Section 15061(b)(3)
8 ("Common Sense" exemption), which provides, "The activity is covered by the common sense
9 exemption that CEQA applies only to projects which have the potential for causing a significant
10 effect on the environment. Where it can be seen with certainty that there is no possibility that the
11 activity in question may have a significant effect on the environment, the activity is not subject to
12 CEQA." The authorization to purchase a fee simple interest in real property does not sanction to
13 any extent whatsoever actual physical development. Any future development of the Seller's
14 Property, if it occurs at all, is subject to CEQA review by the lead agency approving the project
15 prior to construction. It can be seen with certainty that the acquisition of real property described
16 in the authorization will not have a significant effect on the environment and is, therefore, exempt
17 from CEQA; and

18 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by vote
19 of the District's Board in regular session assembled on Tuesday, April 28, 2026 at 9:30 a.m. or
20 soon thereafter, in the meeting room of the District's Board located on the 1st Floor of the County
21 Administrative Center, 4080 Lemon Street, Riverside, California, based upon the evidence and
22 testimony presented on the matter, both written and oral, as it relates to this acquisition, has
23 determined the following:

- 24 1. The proposed purchase of a fee simple interest in real property is exempt from CEQA
25 pursuant to Sections 15325(d) of the CEQA Statute and Guidelines for "transfers of
26 ownership of interest in land to preserve existing natural conditions and historical
27 features," because the District is merely purchasing interest in real property to prevent
28 encroachment of development in the floodplain.

1 2. Furthermore, the proposed 3.01-acres purchase of a fee simple interest in real property
2 is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Statute and
3 Guidelines, the "Common Sense" exemption, because it can be seen with certainty that
4 there is no possibility that the activity will have a significant effect on the environment;
5 the purchase of a fee simple interest in real property does not involve any physical
6 change in the environment.

7 3. Based upon the exemptions identified above, the District hereby concludes that no
8 physical environmental impacts are anticipated to occur as a result of the purchase of a
9 fee simple interest in real property and the acquisition is exempt from CEQA.

10 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
11 authorizes the purchase of that certain real property located in the city of Perris, County of
12 Riverside, State of California, consisting of an approximately 3.01 acres, commonly identified as
13 APN 317-130-026, also known as RCFC Parcel Number 4554-2, more particularly described on
14 Exhibit "A", attached hereto and incorporated herein by reference, in fee for a purchase price of
15 Two Million Five Hundred Fifty-Six Thousand Dollars (\$2,556,000.00) to be conveyed to the
16 District by Grant Deed.

17 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Agreement
18 between District and Owner is hereby approved, and the Chair of the District's Board is authorized
19 to execute the same on behalf of the District.

20 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of
21 the Board certify acceptance of any documents conveying the real property interest in favor of
22 District to complete the purchase and for recordation.

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

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4 RESOLUTION NO. F2026-18

5 AUTHORIZATION TO PURCHASE FROM I-215 AT RAMONA, LLC,
6 A TEXAS LIMITED LIABILITY COMPANY, A FEE SIMPLE INTEREST IN REAL
7 PROPERTY LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE,
8 STATE OF CALIFORNIA, ASSESSOR'S PARCEL NUMBER 317-130-026,
9 ALSO REFERENCED TO AS RCFC PARCEL NUMBER 4554-2, BY GRANT DEED,
10 PERRIS VALLEY MDP LINE E PROJECT, PROJECT NUMBER 4-0-00554

11 ROLL CALL:

12 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

13 Nays: None

14 Absent: None

15 Abstain: None

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

18 KIMBERLY A. RECTOR, Clerk of said Board

19
20
21 By:  _____

22 Deputy

EXHIBIT A
Legal Description

For APN/Parcel ID(s): 317-130-026

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

THAT PORTION OF THE NORTH 9.65 ACRES OF LOT 22 OF THE PERRY RESUBDIVISION IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LYING WEST OF THE WEST LINE OF THE LAND DESCRIBED AS PARCEL 6932-2 IN DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 8, 1983 AS INSTRUMENT NO. 24397 OF OFFICIAL RECORDS,

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 6, 1952 AS INSTRUMENT NO. 23859 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED AS PARCEL 6932-1 IN DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 8, 1983 AS INSTRUMENT NO. 24397 OF OFFICIAL RECORDS.

ALSO EXCEPT ANY PORTION THEREOF LYING WHICH MAY LIE WITHIN THE NORTH 5 ACRES OF SOUTH 10 ACRES OF SAID LOT 22.

Project: Perris Valley MDP Line E Basin
 Project No. 4-0-00554
 RCFC Parcel No. 4554-2
 APN 317-130-026

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 28th day of April, 2026 ("Effective Date") by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic (hereinafter called "DISTRICT" or "BUYER"), and I-215 AT RAMONA, LLC, a Texas limited liability company (hereinafter called "SELLER"), for acquisition by BUYER from SELLER of certain real property interests for the Perris Valley MDP Line E Basin 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 unincorporated area known as the Perris Valley area, County of Riverside, State of California, consisting of approximately 131,116± square feet (3.01± acres) with Assessor's Parcel Number ("APN") 317-130-026 ("SELLER's PROPERTY" or "Property").
- B. SELLER desires to sell and BUYER desires to purchase SELLER's PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following fee interest in certain real property located in the unincorporated area known as the Perris Valley area, County of Riverside, State of California, consisting of SELLER's PROPERTY legally identified as Riverside County APN 317-130-026 and may also be referenced herein as RCFC Parcel Number 4554-3..

The SELLER's PROPERTY is legally described in Exhibit "A", attached hereto and by this reference incorporated herein.

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for SELLER's PROPERTY is:
- A. TWO MILLION FIVE HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$2,556,000.00) ("Funds").

APR 28 2026 14.5

All payments specified in this Section 2 shall be made in legal tender of the United States such that the Escrow Holder can immediately disburse proceeds to SELLER at the Close of Escrow.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER or its authorized agents permission to enter upon SELLER's PROPERTY at all reasonable times prior to the 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 provided, however (i) all tests and investigations will be at BUYER's sole risk, cost and expense; (ii) the persons or entities performing such tests and investigations will be properly licensed and qualified and will have obtained all appropriate permits therefor; (iii) BUYER shall defend, indemnify and hold harmless SELLER and SELLER's affiliates, parent companies and subsidiaries, and each of their respective members, employees, agents, representatives, consultants, attorneys, fiduciaries, officers, directors, trustees, partners, principals and shareholders, predecessors in interest, successors and assigns and related corporate divisions (collectively, with SELLER, the "SELLER Parties") from and against all obligations, demands, liabilities, claims, liens, encumbrances, losses, damages, costs, expenses, cause or causes of action and suit or suits of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing (collectively, "Claims"), including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and reasonable attorneys' fees, resulting from the due diligence or the entry by BUYER or any representative, agents or designees of BUYER upon Property, whether occurring before, on or after the Effective Date; (iv) BUYER will repair any damage to Property as a result of the inspections at BUYER's cost and expense if this transaction does not close; (v) until such repair is complete, BUYER will take all steps necessary to ensure that any conditions on Property created by BUYER's testing will not interfere with the normal operation of Property or create any dangerous, unhealthy, unsightly or noisy conditions on Property and (vi) prior to any entry, BUYER will obtain, maintain and provide SELLER with proof of comprehensive general liability insurance in the amount of at least \$1,000,000 combined, single limit coverage, naming SELLER as an additional insured and with coverages reasonably satisfactory to SELLER. BUYER shall have no obligation to indemnify, defend and hold harmless SELLER Parties to the extent such claims result from the willful misconduct or negligence of SELLER or SELLER Parties. This subsection will survive the Closing or any earlier termination of this Contract.

If BUYER fails to acquire SELLER's PROPERTY due to BUYER's default, this Agreement will terminate upon the termination of BUYER's right to purchase SELLER's PROPERTY. In 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 of the date that BUYER's Agreement 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 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.

4. ESCROW. The Parties will establish an escrow at Lawyers Title Company ("Escrow") 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 ninety (90) days after the Opening of Escrow. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
 - A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of SELLER's PROPERTY as follows (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 5 and 10; (b) process the documents for the purchase price described herein; (c) disburse the balance of the Purchase Price to SELLER and (d) disburse the balance of any excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the fully executed Grant Deed in favor of BUYER to be recorded in the Official Records of the County of Riverside and conformed copies obtained thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue Title Policy for the fee interest referred to as RCFC Parcel No. 4554-2 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.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Company ("Escrow Holder") shall obtain and issue a preliminary title report for SELLER's PROPERTY. Escrow Holder will deliver the preliminary title report containing hyperlinks to all instruments identified as Vesting and Schedule 'B' items to BUYER and SELLER. Hyperlinks shall allow BUYER and SELLER to access said instruments at their convenience. Escrow Holder will ensure BUYER's title to SELLER's

PROPERTY, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of TWO MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS (\$2,560,000.00) ("Title Policy"). BUYER shall pay for the cost of the Title Policy. The Title Policy provided for, pursuant to this Section 5, will ensure BUYER's fee interest is free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Easement.
 - B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the preliminary title report and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions in writing delivered to SELLER and Escrow Holder within ten (10) business days after the date BUYER receives the preliminary title report, Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions in writing delivered to SELLER and Escrow Holder within ten (10) business days after the date BUYER receives the preliminary title report, then SELLER may but is not required to use SELLER's best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept SELLER's PROPERTY subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER's interest in SELLER's PROPERTY will be free and clear of all monetary liens and monetary encumbrances, including any taxes.
 - C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be current at the Close of Escrow.
 - D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
6. 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.
7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:
- A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting SELLER's PROPERTY or

any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.

- B. To the best of SELLER's knowledge, there are no encroachments onto SELLER's PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on SELLER's PROPERTY encroach onto other properties.
- C. Until the Close of Escrow, SELLER shall maintain SELLER's PROPERTY in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting SELLER's PROPERTY.
- D. SELLER has good and marketable title to SELLER's PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in SELLER's PROPERTY owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of SELLER's PROPERTY, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on SELLER's PROPERTY. No assessment lien or bond encumbers SELLER's PROPERTY and no governmental authority has undertaken any action that could give rise to an assessment lien affecting SELLER's PROPERTY and SELLER shall not do anything that would impair SELLER's title to any of SELLER's PROPERTY.
- E. To the best of SELLER's knowledge, neither the execution of this Agreement nor the performance of SELLER's obligations hereunder will conflict with or result in breach of any bond note, evidence of indebtedness, contract, lease or other agreement or instrument to which SELLER's PROPERTY is bound.
- F. SELLER represents and warrants that until the Close of Escrow, SELLER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 7 not to be true as of closing, immediately give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about SELLER's PROPERTY or transport any Hazardous Materials to or from SELLER's PROPERTY and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about SELLER's PROPERTY prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and

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

- H. SELLER represents and warrants that SELLER's PROPERTY, to the best of SELLER's knowledge, is in compliance with all applicable statutes and regulations, including environmental, health and safety requirements.
- I. This Agreement and the performance of SELLER's obligations under it and all documents executed by SELLER that are to be delivered to BUYER at the Close of Escrow are, or on the Closing Date will be, duly authorized, executed and delivered by SELLER and are, or at the Closing Date will be, legal, valid and binding obligations of SELLER, and do not and on the Closing Date will not violate any provision of any agreement or judicial order to which SELLER is a party or to which SELLER or SELLER's PROPERTY is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency or other party is required for SELLER to enter into and/or to perform SELLER's obligations under this Agreement, except as has already been obtained. If SELLER is a corporation or company, it is organized, validly existing and in good standing under the laws of the State of California.
- J. For purposes of this Contract and any document delivered at Closing, all references to SELLER's knowledge, including, without limitation, whenever the phrase "to SELLER's actual knowledge," or the "knowledge" of SELLER or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of SELLER's Representative ("SELLER's Representative" is Gary Webb), without any investigation or inquiry. Furthermore, the phrase "to SELLER's actual knowledge," or the "knowledge" of SELLER or words of similar import are used means only that SELLER does not have knowledge of facts or circumstances that make a statement false or misleading in some material respect; the phrase is not intended to suggest that SELLER does indeed know all facts or circumstances necessary to establish that a statement is true. SELLER's Representative is acting for and on behalf of SELLER and in a capacity as an officer of SELLER and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. BUYER waives any right to sue or to seek any personal judgment or claim against SELLER's Representative. Notwithstanding the foregoing, SELLER shall remain liable for any fraud, intentional misrepresentation or failure to disclose material facts known to SELLER.

8. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents

and warrants to SELLER the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

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

9. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
 - 1) SELLER shall convey to BUYER marketable title to SELLER's PROPERTY by execution and delivery with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "B" and by this reference incorporated herein.
 - 2) SELLER must have delivered to Escrow the documents it is required to deliver through Escrow at Closing.
 - 3) The physical condition of SELLER's PROPERTY must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
 - 4) All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
 - 5) Such proof of SELLER's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

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

- B. SELLER's obligation to sell SELLER's PROPERTY is expressly conditioned on the fulfillment of each of the following conditions at or before the Closing:
 - 1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
 - 2) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

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

- C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of SELLER's PROPERTY interest, including, but not limited to, any supplemental instructions required to complete the transaction.

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

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt encumbering the SELLER's PROPERTY;
- 2) All costs associated with SELLER's broker representation, including commission;
- 3) All costs associated with SELLER's attorneys' fees; and
- 4) SELLER's share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policy;
- 3) Cost of Natural Hazard Disclosure Statement;
- 4) Cost of recording the Grant Deed, if any; and
- 5) BUYER's share of prorations, if any.

C. Prorations. All receipts and disbursements of SELLER's PROPERTY will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

- 1) Tax Exempt Agency. All Parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due 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, BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.

- 2) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to SELLER's PROPERTY and, therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.
11. 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.
12. 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.
13. 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.
14. DISCLAIMERS.
- A. BUYER IS PURCHASING SELLER's PROPERTY "AS IS", "WHERE IS" AND WITH "ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT, DEED OR BY DISCLOSURE OF DUTIES SET FORTH IN THIS AGREEMENT.
- B. BUYER IS NOT RELYING UPON ANY DUE DILIGENCE MATERIALS, INFORMATION, DOCUMENTS, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTIONS, PROFORMAS, STATEMENTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,

MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES GIVEN BY SELLER EXPRESSLY STATED IN THIS CONTRACT, DEED OR BY DISCLOSURE OF DUTIES SET FORTH IN THIS AGREEMENT.

- C. BUYER SHALL NOT BE ENTITLED TO, AND SHALL NOT, RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES AND, EXCEPT FOR ANY REPRESENTATIONS EXPRESSLY STATED IN THIS CONTRACT, DEED OR BY DISCLOSURE OF DUTIES SET FORTH IN THIS AGREEMENT, SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE OR OTHERWISE, AS TO (I) THE CONDITION, VALUE, USE, APPURTENANCES, DEVELOPMENT RIGHTS, ZONING, ENVIRONMENTAL CONDITION, ACCESS OR OTHER ASPECTS OF SELLER'S PROPERTY; (II) THE DEVELOPMENT POTENTIAL OF SELLER'S PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF SELLER'S PROPERTY FOR ANY PARTICULAR PURPOSE; (III) THE SUITABILITY OF SELLER'S PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT BUYER MAY CONDUCT THEREON, INCLUDING ANY DEVELOPMENT OF SELLER'S PROPERTY; (IV) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF SELLER'S PROPERTY; (V) THE NATURE, QUALITY OR CONDITION OF SELLER'S PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (VI) THE COMPLIANCE OF OR BY SELLER'S PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VII) THE MANNER, CONDITION OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO SELLER'S PROPERTY; (VIII) COMPLIANCE WITH ANY APPLICABLE LAWS, REGULATIONS, STATUTES, RESTRICTIVE COVENANTS OR SIMILAR REQUIREMENTS OR ENCUMBRANCES; (IX) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, ABOUT OR ADJACENT TO SELLER'S PROPERTY; (X) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR SELLER'S PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER; (XI) DEFICIENCY OF ANY DRAINAGE ON OR FOR THE BENEFIT OF SELLER'S PROPERTY; (XII) THE FACT THAT ALL OR A PORTION OF SELLER'S PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; (XIII) THE EXISTENCE OF VESTED ENTITLEMENTS AFFECTING SELLER'S PROPERTY; (XIV) THE STATUS OR CONDITION OF ANY STORMWATER FACILITIES ON SELLER'S PROPERTY, INCLUDING, WITHOUT LIMITATION, WHETHER THERE ARE ANY NOTICES OF INTENT, STORMWATER POLLUTION PREVENTION PLANS, BEST MANAGEMENT PRACTICES OR PERMITS RELATING TO STORMWATER FACILITIES AFFECTING SELLER'S PROPERTY (AND WHETHER SUCH PERMITS SHALL BE DEEMED TO

RUN WITH SELLER'S PROPERTY); (XV) THE SQUARE FOOTAGE OR ACREAGE OF SELLER'S PROPERTY OR ANY PARCELS OR LOTS THEREOF; (XVI) ANY DEFAULTS, DISPUTES OR UNSATISFIED CONDITIONS OR REQUIREMENTS WITH RESPECT TO SELLER'S PROPERTY; (XVII) THE EXISTENCE OF CONTINUING OBLIGATIONS OR LIABILITIES TO WHICH SELLER'S PROPERTY OR ANY OWNER, THEREOF, MAY BE SUBJECT OR (XVIII) WITH RESPECT TO ANY OTHER MATTER CONCERNING SELLER'S PROPERTY EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED IN THIS CONTRACT OR THE DEED.

- D. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT FOR ANY REPRESENTATIONS OF SELLER SET FORTH HEREIN OR THE DEED, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY AND ALL CLAIMS (AS DEFINED ABOVE) IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST SELLER PARTIES (AS DEFINED ABOVE) WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS CONTRACT, OR OTHERWISE) ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH SELLER'S PROPERTY, INCLUDING, WITHOUT LIMITATION (I) THE CONDITION OF SELLER'S PROPERTY, EITHER PATENT OR LATENT; (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF SELLER'S PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR SELLER'S PROPERTY; (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM SELLER'S PROPERTY; (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON; (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF SELLER'S PROPERTY OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF SELLER'S PROPERTY, IN REGARD TO ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VI) ANY INVESTIGATION, CLEAN-UP OR REMEDIATION, WHETHER ON OR OFF SELLER'S PROPERTY, RELATED TO A RELEASE OF ANY HAZARDOUS MATERIALS, ON, IN, UNDER OR ABOUT SELLER'S PROPERTY; (VII) ANY DEFAULTS BY THE PRIOR OWNER UNDER ANY GOVERNMENTAL APPROVALS, CONDITIONS AND/OR ENTITLEMENTS OR WITH ANY THIRD PARTIES RELATING TO SELLER'S PROPERTY OR ITS DEVELOPMENT; (VIII) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES ON SELLER'S PROPERTY AND (IX) EACH OF THE MATTERS SET FORTH AND OTHERWISE IDENTIFIED IN SECTION 14(C) ABOVE. NOTWITHSTANDING THE FOREGOING, BUYER'S WAIVER, RELEASE, AND DISCHARGE SHALL NOT APPLY TO THE EXTENT ANY CLAIMS ARISE FROM OR RELATE TO THE WILLFUL MISCONDUCT, FRAUD, INTENTIONAL MISREPRESENTATION OR NEGLIGENCE OF SELLER

OR ANY SELLER PARTIES.

E. NOTWITHSTANDING THE FOREGOING, SELLER SHALL REMAIN LIABLE FOR ANY WILLFUL MISCONDUCT, FRAUD, INTENTIONAL MISREPRESENTATION OR NEGLIGENCE OF SELLER OR ANY SELLER PARTIES. THE TERMS AND CONDITIONS OF THIS SECTION 14 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS CONTRACT AND/OR OF THE RECORDATION THE DEED FOR SELLER'S PROPERTY.

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) five (5) 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. Additionally, where an email address is listed for a Party below, IN ADDITION to the chosen method of notice from the choices outlined above, the Party sending the notice or demand shall also email the notice/demand on the date notice/demand is sent. 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: I-215 at Ramona, LLC
c/o Gary Webb
6605 Bandera Avenue, Unit C
Dallas, TX 75225
Email: glwebb@quanah.com

COPY TO: Cinclair Law, PLLC
Attention: Richard J. Cinclair, Jr., Esq.
2221 Stanmore Lane
Plano, Texas 75025
Email: rick@cinclairlaw.com

BUYER: Riverside County Flood Control
and Water Conservation District
Attention: Jack Peabody
Senior Real Property Agent
1995 Market Street
Riverside, CA 92501
Email: jpeabody@rivco.org

COPY TO: Riverside County Counsel
Attention: Ryan Yabko
Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501-3674
Email: ryabko@rivco.org

ESCROW HOLDER: Lawyers Title Company

301 E. Vanderbilt Way, Suite 300
San Bernardino, CA 92408

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 BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of SELLER's PROPERTY, by delivering written notice thereof to the defaulting Party and to Escrow Holder, and if BUYER is the non-defaulting Party, 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 BUYER and SELLER and deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned Parties respecting the subject matter set forth herein and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.
- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- H. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.

- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The Parties agree that each Party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits, thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- M. Brokers. SELLER and BUYER each represent and warrant to one another that such Party has not engaged any broker or finder with respect to this Agreement or the transaction contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Close of Escrow, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of SELLER's PROPERTY whether or not Close of Escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER's Broker or any arising from or by reason of SELLER's conduct with respect to this transaction. The provisions of this Section 15.M. shall survive Closing hereunder or termination of this Agreement.
- N. Attorneys' Fees. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party may be entitled to recover reasonable attorneys' fees from the other Party only if

the prevailing Party has prevailed in a judgment by a court of competent jurisdiction.

17. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire SELLER's PROPERTY, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement. Any assignment must be designated at least ten (10) days prior to Close of Escrow.
18. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting Parties.

[Signatures on following page]

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

SELLER:

I-215 AT RAMONA, LLC, a Texas limited liability company

By: I-215 at Ramona Management Corporation, a Texas corporation


Date: 3-16-26

By: 
GARY L. WEBB
President

BUYER:


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

Date: APR 28 2026

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


ATTEST:

Date: APR 28 2026

By: 
KIMBERLY RECTOR **DEPUTY**
Clerk of the Board

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: 
RYAN YABKO
Deputy County Counsel

Project: Perris Valley MDP Line E Basin
Project No. 4-0-00554
RCFC Parcel No. 4554-2
APN 317-130-026

JLP:rlp
03/10/26

EXHIBIT A
Legal Description

For APN/Parcel ID(s): 317-130-026

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

THAT PORTION OF THE NORTH 9.65 ACRES OF LOT 22 OF THE PERRY RESUBDIVISION IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LYING WEST OF THE WEST LINE OF THE LAND DESCRIBED AS PARCEL 6932-2 IN DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 8, 1983 AS INSTRUMENT NO. 24397 OF OFFICIAL RECORDS,

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 6, 1952 AS INSTRUMENT NO. 23859 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED AS PARCEL 6932-1 IN DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 8, 1983 AS INSTRUMENT NO. 24397 OF OFFICIAL RECORDS.

ALSO EXCEPT ANY PORTION THEREOF LYING WHICH MAY LIE WITHIN THE NORTH 5 ACRES OF SOUTH 10 ACRES OF SAID LOT 22.

EXHIBIT "B"

266679

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

NO FEE (GOV. CODE 6103)

Project: Perris Valley MDP Line E - Basin
Project No. 4-0-00554
APNs 317-130-026
RCFC Parcel No. 4554-2

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, **I-215 AT RAMONA, LLC, a Texas limited liability company**, hereby grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, the real property in the city of Moreno Valley, County of Riverside, State of California, as described in Exhibit "A", attached hereto and made a part hereof.

I-215 AT RAMONA, LLC, a Texas limited liability company

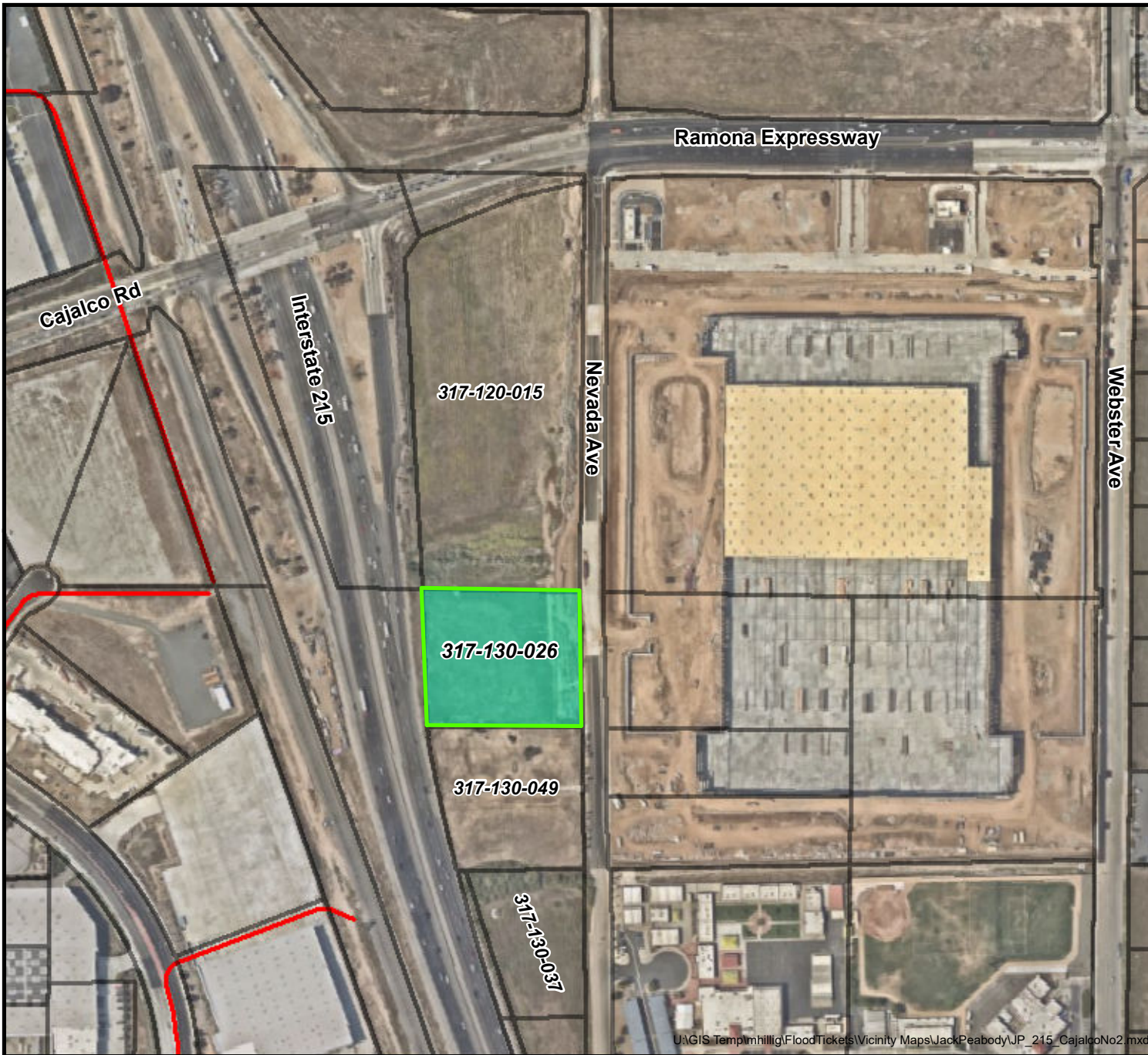
By: I-215 Management Corporation, General Partner

Date: _____

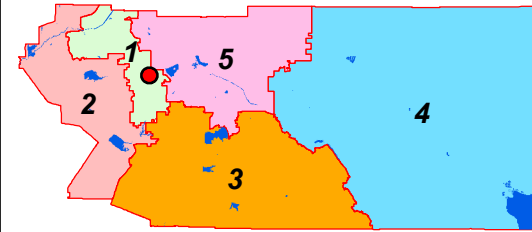
By: _____

GARY L. WEBB
President

(Notary Attached)



U:\GIS\Templmhill\g\FloodTickets\Vicinity Maps\JackPeabody\JP_215_CajalcoNo2.mxd



Supervisor Districts

- Subject Property
- District Location
- Existing Facility Lines

Description

Perris Valley MDP
Project No. 4-0-00554



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
PERRIS VALLEY MDP LINE "E" - BASIN**

Subject Property: 317-130-026

