



904B

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

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY Jeanine J. Rey 12/05/2012
JEANINE J. REY

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 18, 2012

SUBJECT: Arroyo Del Toro Channel, Stage 1; Project No. 3-0-00170 – Resolution No. F2012-30
Authorization To Purchase Real Property; Assessor's Parcel Number 378-030-034
District One / District One

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Adopt Resolution No. F2012-30, Authorization to Purchase Real Property with Assessor's Parcel Number 378-030-034, RCFC Parcel No. 3170-1 located in City of Lake Elsinore, County of Riverside, California, for the proposed outlet basin within the Arroyo Del Toro Channel, Stage 1 Project; and
- 2) Approve the Agreement for Sale and Purchase of Real Property between the District and First Citizens Bank and Trust Company, and authorize the Chairman of the Board to execute the same on behalf of the District; and
(continued on Page 2)

FORM APPROVED COUNTY COUNSEL
DATE
BY: Synthia M. Gunzel 11-29-12
SYNTHIA M. GUNZEL

BAF:rlp:bjp

for Steve Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$410,000.00	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	2012-2013
SOURCE OF FUNDS: 540040 25130 947440 Land				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetter
Michael R Shetter

County Executive Office Signature

Policy Policy
Consent Consent
Dept't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 1st / 1st

Agenda Number:

11.4

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

SUBJECT: Arroyo Del Toro Channel, Stage 1; Project No. 3-0-00170 – Resolution No. F2012-30
Authorization To Purchase Real Property; Assessor's Parcel Number 378-030-034
District One / District One

SUBMITTAL DATE: December 18, 2012
Page 2

RECOMMENDED MOTION contd:

- 3) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; 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.

BACKGROUND:

A Purchase and Sale Agreement to acquire the fee simple interest in real property with Assessor's Parcel Number 378-030-034 ("Property") has been negotiated with the property owner, First Citizens Bank and Trust Company, at the appraised value of \$400,000.00 plus an additional \$10,000.00 for title and escrow fees. The Property consists of approximately 14.79 acres of vacant unimproved land located in the City of Lake Elsinore, County of Riverside, State of California. This Property is needed for the flood control purposes for the Arroyo Del Toro Channel, Stage 1 project.

The rectangular channel alignment is parallel to the I-15 Freeway, transitions into a reinforced concrete box heading southwest, crosses under Collier Avenue, then turns northwest and crosses under Riverside Drive and terminates as an earthen trapezoidal channel in the Collier Marsh area. The system will be concrete lined except for approximately 660 lineal feet of the terminal end which will be earthen bottom.

Resolution No. F2012-30 and the Agreement for the Sale and Purchase of Real Property have been approved as to form by County Counsel.

FINANCIAL:

Sufficient funds were budgeted and are available in the Zone 3 fund for FY 2012-2013.

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2012-30

AUTHORIZATION TO PURCHASE REAL PROPERTY
ARROYO DEL TORO CHANNEL, STAGE 1
PROJECT NO. 3-0-00170
ASSESSOR'S PARCEL NUMBER 378-030-034

BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District ("District") in regular session assembled on December 18, 2012, in the meeting room of the Board of Supervisors of the District located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the purchase, at or after 11:30 a.m., of that certain real property in the City of Lake Elsinore, County of Riverside, State of California, consisting of approximately 14.79 acres of vacant, unimproved land with Assessor's Parcel Number 378-030-034 and also known as RCFC Parcel No. 3170-1 in fee, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, for a purchase price of \$400,000.00, plus an additional \$10,000.00 for title insurance and escrow fees from the owner, First Citizens Bank and Trust Company.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Purchase and Sale of Real Property between the District and First Citizens Bank and Trust Company is hereby approved and the Chairman of the Board of Supervisors of the District is authorized to execute the same on behalf of the District..

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

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

BAF:rlp:bjp

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 11-29-12
SYNTHIA M. GUNZEL DATE

Exhibit "A"

**Arroyo Del Toro Channel, Stage 1
Parcel 3170-1A**

Being a portion of Lot 5 in Block "A" of Rancho La Laguna, in the City of Lake Elsinore, County of Riverside, State of California, as per map recorded in Book 8, Page 377, of Maps, in the office of the County Recorder of San Diego County, State of California, further described as follows:

Commencing at the most Northerly corner of said Lot 5;

Thence South 43° 42' 07" West 579.95 feet along the Northwesterly line of said Lot 5 to a point being the most Westerly corner of Parcel 1 of that certain Certificate of Compliance described in Instrument No. 148748, recorded July 10, 1984, records of Riverside County, State of California, said point also being the Point of Beginning;

Thence South 42° 49' 25" East 723.89 feet along the Southwesterly lines of Parcel 1 and Parcel 2 as described in said Instrument No. 148748 to the most Westerly corner of Parcel 2 of Lot Line Adjustment 2007-04 as described in Instrument No. 2007-0257545, recorded April 17, 2007, records of said County;

Thence continuing South 42° 49' 25" East 598.48 feet along the Southwesterly line of said Parcel 2 to the Southeasterly line of said Lot 5;

Thence South 43° 43' 19" West 660.02 feet along said Southeasterly line to the most Southerly corner of said Lot 5;

Thence North 42° 49' 24" West 359.98 feet along the Southwesterly line of said Lot 5 to the most Southerly corner of that certain parcel described in Instrument No. 2009-0343695, recorded July 2, 2009, records of said County;

Thence North 17° 21' 07" West 1,097.49 feet along the Easterly line of said certain parcel to the Northwesterly line of said Lot 5;

Thence North 43° 42' 07" East 187.17 feet along said Northwesterly line to the Point of Beginning.



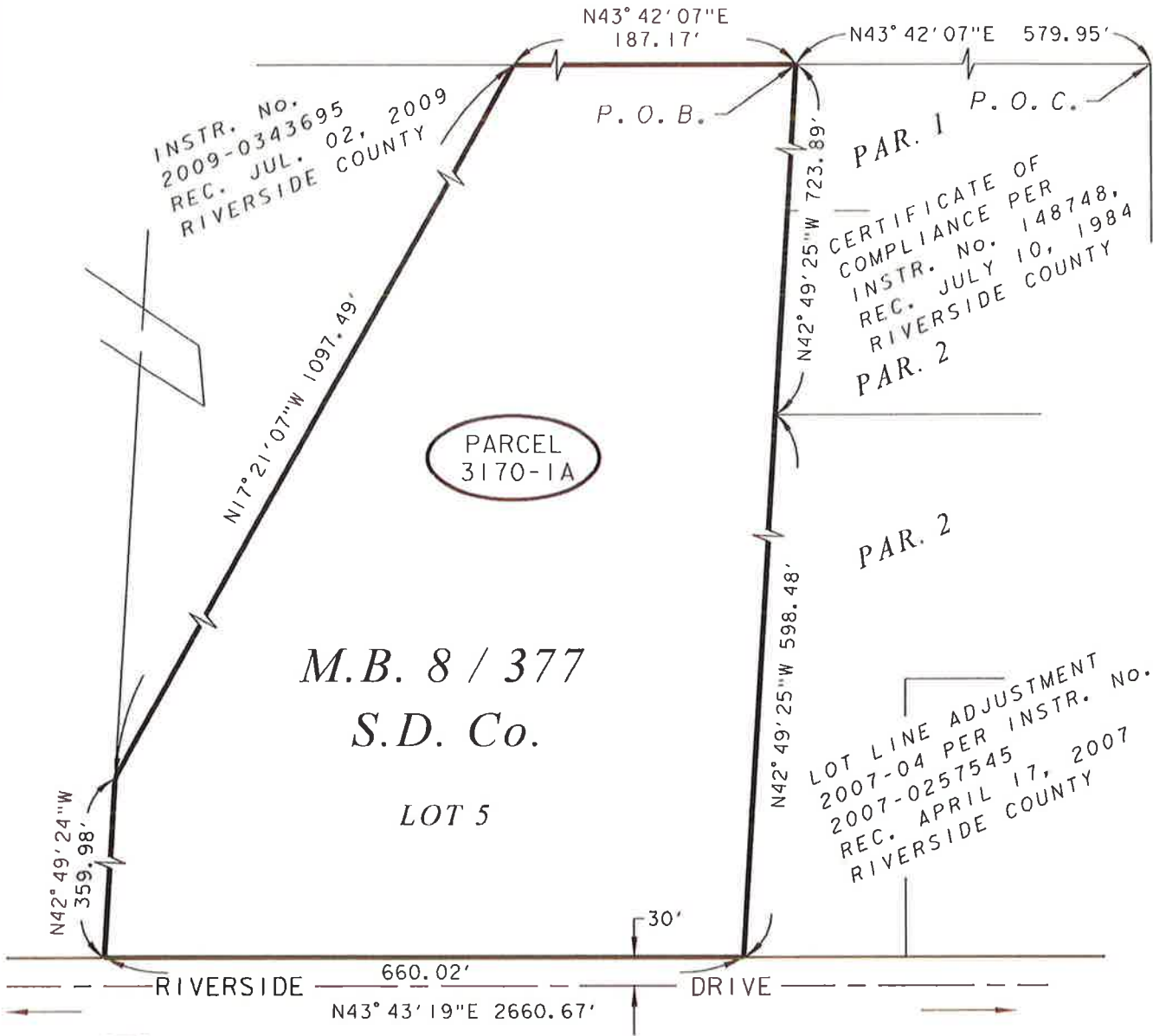

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 27 Nov. 2012

Exhibit "B"

BEING A PORTION OF LOT 5, BLOCK "A" OF RANCHO LA LAGUNA, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 377, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA.



William R. Hofferber
 DATE: 27 Nov. 2012



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: ARROYO DEL TORO CHANNEL STAGE I			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 3170-1A	NO SCALE	DAC
		NOV-19-2012	SHEET NO. 1 OF 1

1 APN: 378-030-034
Project: Arroyo Del Toro Channel Project
2 Project No. 3-0-00170
RCFC Parcel No. 3170-1

3 **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

4
5 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
6 ("Agreement"), is entered into this ____ day of _____, 20__ by and between the
7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
8 body politic, (hereinafter called "DISTRICT" or "BUYER") and FIRST CITIZENS BANK &
TRUST COMPANY (hereinafter called "SELLER") for acquisition by BUYER from SELLER
of certain real property for the Arroyo Del Toro Channel (hereinafter called "PROJECT").

9 **RECITALS**

- 10 A. SELLER is the owner of certain real property located in the City of Lake Elsinore,
11 County of Riverside, State of California, consisting of 14.79 acres of land, commonly
12 known as Assessor's Parcel No. 378-030-034, and the related improvements,
13 appurtenances and certain related personal and intangible property (hereinafter called
"Property" and further described in Section 1 of this Agreement).
- 14 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically
described herein.

15 IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 16 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,
17 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
18 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
19 consideration set forth in this Agreement, the following fee interest in certain real
20 property, located in Riverside County, California, commonly known as the Arroyo Del
Toro Channel Project and is currently designated as Riverside County Assessor's Parcel
No. 378-030-034.

21 The respective sections of land affected by the above listed interests in real property are
22 legally described and pictorially depicted in attached Exhibit "A" and attached Exhibit
"B" (which are incorporated herein by this reference).

- 23 2. PURCHASE PRICE. The total purchase price that BUYER will pay to SELLER for
24 the Property is:

25 **FOUR HUNDRED THOUSAND DOLLARS**
26 **(\$400,000.00)**

27 Said purchase price shall be payable in cash at the close of escrow and in accordance
28 with this Agreement.

1 3. INTENTIONALLY DELETED.

2 4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its
3 authorized agents, a temporary license and permission to enter upon the Property at all
4 reasonable times prior to close of this transaction for the purpose of conducting due
5 diligence, including making necessary or appropriate inspections. BUYER will give
6 SELLER reasonable written notice before going on the Property. BUYER does hereby
7 indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers,
8 employees, agents and representatives free and harmless from and against any and all
9 liability, loss, damages and costs and expenses, demands, causes of action, claims or
10 judgments, arising from or that is in any way connected with BUYER'S inspections or
11 non-permanent improvements involving entrance onto the Property pursuant to this
12 Section 4. If BUYER fails to acquire the Property due to BUYER'S default, this license
13 will terminate upon the termination of BUYER'S right to purchase the Property. In
14 such event, BUYER will remove or cause to be removed all of BUYER'S personal
property, facilities, tools and equipment from the Property. If BUYER does not remove
all of BUYER'S personal property, facilities, tools and equipment from the Property
within ten business days of the date that BUYER'S license terminates under this
Section, SELLER has the right to remove said personal property, facilities, tools and
equipment from the Property. In the event of BUYER fails to remove BUYER'S
personal property, facilities, tools and equipment from the Property after entering the
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.

15 5. ESCROW. The parties will establish an escrow at Chicago Title Insurance Company
16 ("Escrow") to accommodate the transaction contemplated by this Agreement. For
17 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
18 escrow within five (5) business days of the date on which this Agreement is fully
19 executed by the parties. Close of Escrow means the date on which the Grant Deed is
20 recorded in the Official Records of the County of Riverside. The Close of Escrow will
21 be as soon as possible after the Opening of Escrow, but in no event shall the Close of
22 Escrow be later than ninety (90) days after the Opening of Escrow. The parties hereto
23 shall execute and deliver to Escrow Holder such escrow instructions prepared by
24 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:

25 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with
26 Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or
27 credit all items chargeable to the account of SELLER and/or BUYER pursuant
28 to Sections 6 and 11; b) disburse the balance of the Purchase Price; and, (c)
disburse any excess proceeds deposited by BUYER to BUYER.

- 1 B. Recording. Cause the Deed to be recorded with the County Recorder and
2 obtain conformed copies thereof for distribution to BUYER and SELLER.
- 3 C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.
- 4 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any
5 other documents (or copies thereof) deposited into Escrow by SELLER.
6 Deliver to SELLER any other documents (or copies thereof) deposited into
7 Escrow by BUYER.
- 8 E. All time limits within which any matter herein specified is to be performed may
9 be extended by mutual agreement of the parties hereto. Any amendment of, or
10 supplement to, any instructions must be in writing.
- 11 6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Chicago Title
12 Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for
13 the Property. Escrow Holder will also request two copies each of all instruments
14 identified as exceptions on said title commitment. Upon receipt of the foregoing,
15 Escrow Holder will deliver these instruments and the title commitment to BUYER and
16 SELLER. Escrow Holder will insure BUYER'S fee title to the Property, which is
17 described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard
18 Coverage Policy of Title Insurance in the amount of the Purchase Price ("Policy").
19 BUYER shall pay for the cost of the Policy. The Policy provided for pursuant to this
20 Section 6 will insure BUYER'S interest in the Property free and clear of all monetary
21 liens, monetary encumbrances and other exceptions to good and clear title, subject only
22 to the following permitted conditions of title ("Permitted Title Exceptions"):
- 23 A. The applicable zoning, building and development regulations of any
24 municipality, county, state or federal jurisdiction affecting the Property.
- 25 B. Those non-monetary exceptions not objected to by BUYER within ten (10)
26 business days after the date BUYER receives the title commitment and legible
27 copies of all instruments noted as exceptions therein. If BUYER
28 "unconditionally disapproves" any such exceptions 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, then SELLER will use SELLER'S best commercially reasonable
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 the 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 fee ownership interest in the Property
will be free and clear of all monetary liens and monetary encumbrances.
- C. Taxes: Current fiscal year, including personal property tax, if any, and any

1 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue
2 and Taxation Code of the State of California. All other taxes owed whether
3 presently current or delinquent are to be CURRENT at the Close of Escrow.

4 D. Quasi-public utility, public utility, public alley, public street easements and
5 rights of way of record.

6 7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
7 the parties hereto that the right of possession and use of the Property by BUYER, shall
8 commence upon the Close of Escrow.

9 8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the
10 following representations and warranties, to the best of SELLER'S knowledge, which is
11 defined as the actual knowledge of John Mecklenburg and Peter Fagrell, both of whom
12 are officers employed by SELLER:

13 A. SELLER is a financial institution which acquired ownership of the Property
14 through foreclosure proceedings. As a consequence, SELLER does not have
15 any actual knowledge regarding history of the Property, prior or recent activities
16 on or associated with the Property, or the Property's condition. The Property is
17 being sold in its present condition, "AS IS, WHERE IS", with no warranties or
18 representations as to its condition. BUYER agrees to sign Addendum,
19 SELLER'S "AS IS Addendum", attached as Exhibit "C" and by this reference
20 incorporated herein.

21 B. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
22 legal proceedings or any other proceedings affecting the Property or any portion
23 thereof, at law, or in equity before any court or governmental agency, domestic
24 or foreign.

25 C. Until the Close of Escrow, SELLER shall maintain the Property in good
26 condition and state of repair and maintenance, and shall perform all of its
27 obligations under any service contracts or other contracts affecting the Property.

28 D. SELLER represents and warrants that until the Close of Escrow, SELLER shall,
upon learning of any fact or condition that would cause any of the warranties
and representations in this Section 8 not to be true as of closing, immediately
give written notice of such fact or condition to BUYER.

E. This Agreement and the performance of SELLER'S obligations under it and all
documents executed by SELLER that are to be delivered to BUYER at the
Closing are, or on the Closing Date will be, duly authorized, executed, and
delivered by SELLER and are, or at the Closing Date will be, legal, valid, and
binding obligations of SELLER, and do not, and on the Closing Date will not,
violate any provision of any agreement or judicial order to which SELLER is a
party or to which SELLER or the 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 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 with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "D", ("Deed") by this reference incorporated herein.
 - 2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.
 - 3) 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.
 - 4) 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 condition at or before the Closing:
 - 1) BUYER must have delivered the Purchase Price to Escrow.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 the real 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) All costs associated with SELLER'S broker representation, including commission;
- 2) All costs associated with SELLER'S attorney fees; and
- 3) 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 Deed; and
- 5) BUYERs 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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. 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. 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: John Mecklenburg, SVP
First-Citizens Bank & Trust Company
16536 Bernardo Center Dr.
San Diego, CA 92128

1 BUYER: Riverside County Flood Control
and Water Conservation District
2 Attention: Greg Walker
3 1995 Market Street
4 Riverside, CA 92501

5 COPY TO: Riverside County Counsel
6 Attention: Synthia M. Gunzel
7 Deputy County Counsel
8 3960 Orange Street, Suite 500
9 Riverside, CA 92501-3674

10 ESCROW HOLDER: Karen Price
11 Chicago Title Company
12 4041 MacArthur Boulevard, Suite 490
13 Newport Beach, CA 92660

14 15. MISCELLANEOUS.

- 15 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
16 the time allowed by law a Natural Hazard Disclosure Statement in accordance
17 with California Government Code Sections 8589.3–8589.4 and 51183.5 and
18 Public Resources Code Sections 4136, 2621.9 and 2694.
- 19 B. Default. In the event of a material breach or material default under this
20 Agreement by either the BUYER or SELLER, the non-defaulting party shall
21 have, in addition to all rights available at law or equity, the right to terminate
22 this Agreement and the Escrow for the purchase and sale of the Property, by
23 delivering written notice thereof to the defaulting party and to Escrow Holder,
24 and if the BUYER is the non-defaulting party, the BUYER shall thereupon
25 promptly receive a refund of all prior deposits, if any. Such termination of the
26 Escrow by a non-defaulting party shall be without prejudice to the non-
27 defaulting party's rights and remedies at law or equity.
- 28 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

1 supersedes all previous or contemporaneous agreements, understandings,
2 representations, or statements between the parties respecting said subject matter
3 (whether oral or in writing). No person is authorized to make, and by execution
4 hereof SELLER and BUYER acknowledge that no person has made, any
5 representation, warranty, guaranty or promise except as set forth herein; and no
6 agreement, statement, representation or promise made by any such person which
7 is not contained herein shall be valid or binding on SELLER or BUYER.

8 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
9 benefit of the heirs, executors, administrators, successors and assigns of the
10 parties hereto.

11 H. Time of Essence. The parties acknowledge that time is of the essence in this
12 Agreement, notwithstanding anything to the contrary in the Escrow Company's
13 general Escrow instructions.

14 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
15 specific provisions of this Agreement is intended to be exclusive of any other
16 remedy and each and every remedy shall be cumulative and shall be in addition
17 to every other remedy given hereunder or now or hereafter existing at law or in
18 equity or by statute or otherwise.

19 J. Interpretation and Construction. The parties agree that each party has reviewed
20 this Agreement and that each has had the opportunity to have their legal counsel
21 review and revise this Agreement and that any rule of construction to the effect
22 that ambiguities are to be resolved against the drafting party shall not apply in
23 the interpretation of this Agreement or any amendments or Exhibits thereto. In
24 this Agreement the neutral gender includes the feminine and masculine, and
25 singular number includes the plural, and the words "person" and "party" include
26 corporation, partnership, firm, trust, or association wherever the context so
27 requires. The recitals and captions of the sections and subsections of this
28 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 is represented by Lee & Associates of Murrieta, CA in this
sale, and only upon the Closing, SELLER shall pay a commission to SELLER'S
Broker as set forth in a separate written agreement between SELLER and
SELLER'S Broker. BUYER is not responsible nor liable for any claims, charges

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

or commissions that may arise or be alleged by Lee & Associates of Murrieta, CA, or any other broker, in connection with this Agreement or the purchase and sale of the Property whether or not Closing or Close of Escrow shall occur. The provisions of this Section 15.M. shall survive Closing hereunder or earlier termination of this Agreement.

N. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party may be entitled to recover reasonable attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction.

16. ASSIGNMENT. BUYER may 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.

17. SIGNATURES. This Agreement will have no force or effect if not executed by the SELLER and approved by the Board of Supervisors of the DISTRICT.

//
//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for

Purchase and Sale of Real Property on _____
(date to be filled in by Clerk of the Board)

SELLER:

**FIRST-CITIZENS BANK & TRUST
COMPANY**

By: 
John Mecklenburg, Senior Vice President

Dated: 11-29-12

BUYER:

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

By: _____
Marion Ashley, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

ATTEST:

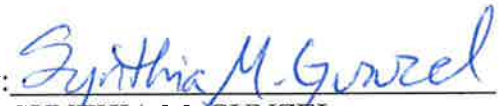
KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy

PAMELA J. WALLS
County Counsel


Date: _____

By: 
SYNTHIA M. GUNZEL
Deputy County Counsel

(SEAL)

RECOMMENDED FOR APPROVAL

BAF:rlp:bjp
11/27/12

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

APN: 378-030-034
Project: Arroyo Del Toro Channel
RCFC Parcel No. 3170-1

EXHIBIT "A"

LEGAL DESCRIPTION

Exhibit "A"

**Arroyo Del Toro Channel, Stage 1
Parcel 3170-1A**

Being a portion of Lot 5 in Block "A" of Rancho La Laguna, in the City of Lake Elsinore, County of Riverside, State of California, as per map recorded in Book 8, Page 377, of Maps, in the office of the County Recorder of San Diego County, State of California, further described as follows:

Commencing at the most Northerly corner of said Lot 5;

Thence South 43° 42' 07" West 579.95 feet along the Northwesterly line of said Lot 5 to a point being the most Westerly corner of Parcel 1 of that certain Certificate of Compliance described in Instrument No. 148748, recorded July 10, 1984, records of Riverside County, State of California, said point also being the Point of Beginning;

Thence South 42° 49' 25" East 723.89 feet along the Southwesterly lines of Parcel 1 and Parcel 2 as described in said Instrument No. 148748 to the most Westerly corner of Parcel 2 of Lot Line Adjustment 2007-04 as described in Instrument No. 2007-0257545, recorded April 17, 2007, records of said County;

Thence continuing South 42° 49' 25" East 598.48 feet along the Southwesterly line of said Parcel 2 to the Southeasterly line of said Lot 5;

Thence South 43° 43' 19" West 660.02 feet along said Southeasterly line to the most Southerly corner of said Lot 5;

Thence North 42° 49' 24" West 359.98 feet along the Southwesterly line of said Lot 5 to the most Southerly corner of that certain parcel described in Instrument No. 2009-0343695, recorded July 2, 2009, records of said County;

Thence North 17° 21' 07" West 1,097.49 feet along the Easterly line of said certain parcel to the Northwesterly line of said Lot 5;

Thence North 43° 42' 07" East 187.17 feet along said Northwesterly line to the Point of Beginning.




WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

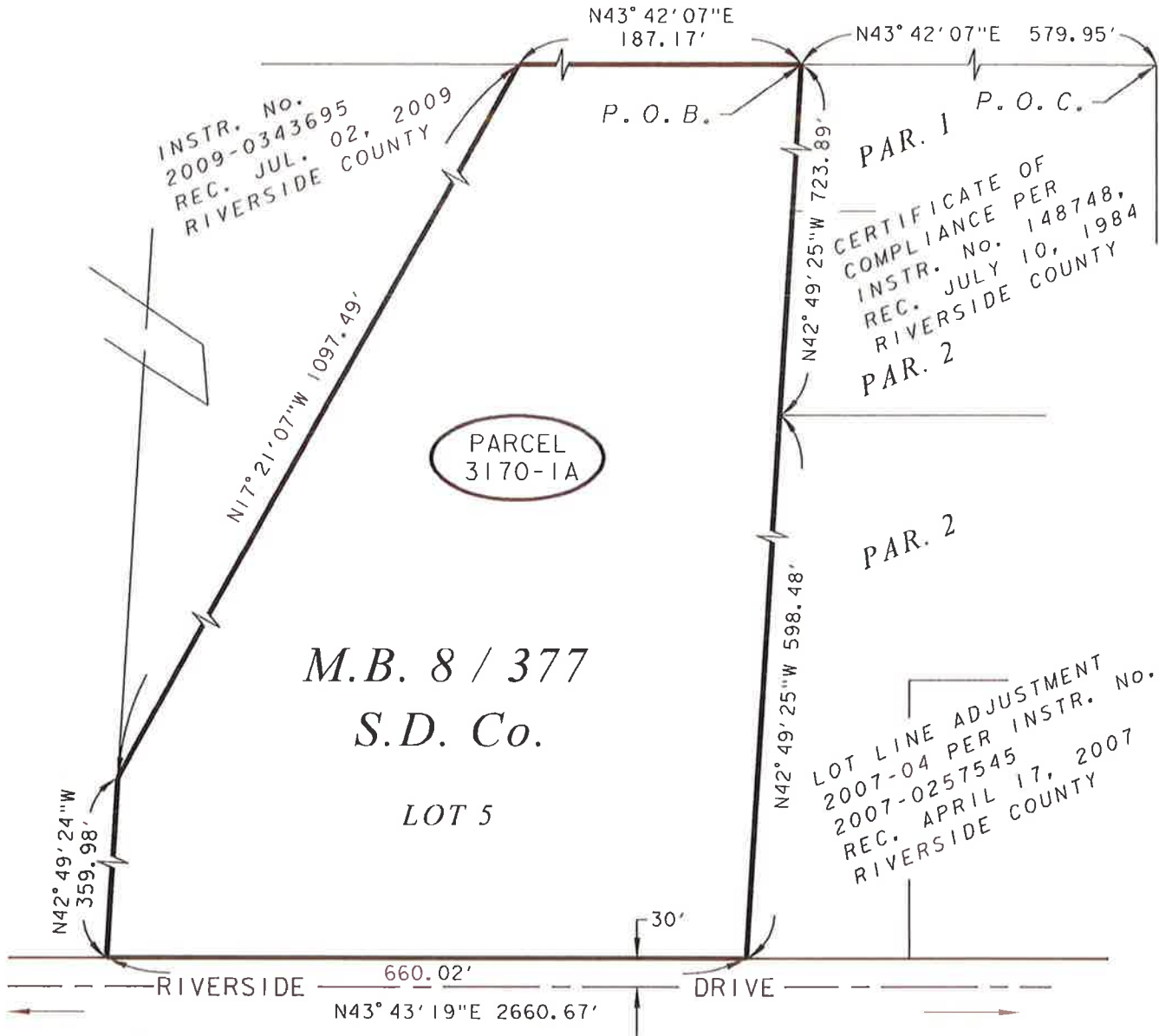
Date: 27 Nov. 2012

EXHIBIT "B"

PROPERTY DEPICTION

Exhibit "B"

BEING A PORTION OF LOT 5, BLOCK "A" OF RANCHO LA LAGUNA, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 377, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA.



William R. Hoffer
 DATE: 27 Nov. 2012



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ARROYO DEL TORO CHANNEL STAGE I

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 3170-1A

SCALE:

NO SCALE

NOV-19-2012

PREPARED BY:

DAC

SHEET NO.

1 OF 1

EXHIBIT "C"

"AS-IS" ADDENDUM

PROPERTY: 14.79 Acres Vacant Land, Riverside Drive, Lake Elsinore
APN 378-030-034

BUYER'S Acceptance of the Property:

Since SELLER acquired the Property by way of foreclosure or by acceptance of a deed in lieu of foreclosure, the Property is being sold in its "AS IS, WHERE IS" condition, without any representations, warranties, or promises of any kind by SELLER, whether oral or written, expressed or implied. The Purchase and Sale Agreement is expressly contingent on BUYER accepting this condition of the sale of the property by SELLER.

BUYER will be afforded the opportunity to make any and all inspections of the subject Property and such related matters as BUYER may reasonably desire and BUYER acknowledges that BUYER will be purchasing the Property in reliance on such inspections and not in reliance on any representations or warranties by SELLER. Seller has no documents, reports or materials in its possession from the former owner regarding that party's plans for a development project at Property.

BUYER'S Indemnification of SELLER Regarding Access to the Subject Property:

With respect to any access to the property given to the BUYER, BUYER hereby expressly agrees to indemnify SELLER against and hold SELLER harmless from and against all liability and expense (including attorney's fees) of SELLER as a result of BUYER or its agents or employees access to, presence at or on, or inspection of the subject Property.

BUYER'S Initials SCT

SELLER'S Initials 

EXHIBIT "D"

GRANT DEED

EXHIBIT "D"

RECORDING REQUESTED BY:

Chicago Title Company
4041 MacArthur Blvd., Suite 490
Newport Beach, CA 92660

AND WHEN RECORDED RETURN TO:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501
Attention: Greg Walker

Recording Fee: Exempt pursuant to
Government Code §§ 6103 and 27383

[SPACE ABOVE FOR RECORDER'S USE ONLY]

The undersigned Grantor(s) declare(s)

Documentary Transfer Tax: \$NONE

See Revenue & Taxation 11922 and Gov. Code 6103

APN: 378-030-034
RCFC Parcel No.: 3170-1
Project: Arroyo Del Toro Channel
Project No.: 3-0-00170

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **FIRST CITIZENS BANK & TRUST COMPANY**, ("Grantor") hereby grants to the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("Grantee") certain real property located in the city of Lake Elsinore, County of Riverside, California, consisting of approximately 14.79 acres of land in fee for the real property commonly known as Riverside County Assessor's Parcel Number 378-030-034 and also known as RCFC 3170-1. This approximate 14.79 acres of land, which is referred to herein as the "Subject Property" is described more particularly on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto. Exhibits "A" and "B" are incorporated herein by this reference.

Assessor's Parcel Number: 378-030-034

Dated: _____

GRANTOR
FIRST CITIZENS BANK & TRUST COMPANY

By: _____
JOHN MECKLENBURG, SVP

(Notary Attached)