



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

3041B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 30, 2013

SUBJECT: San Jacinto MDP Line C; Project No. 4-0-00124 – Resolution No. F2013-09
Authorization to Purchase Easement Interest in Real Property;
Assessor's Parcel Number 439-080-014 & 439-090-022, District 3/District 3

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Find that the purchase of easement interests in real property will not have a significant impact on the environment, nothing further is required because any potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration adopted by this Board; and
- 2) Adopt Resolution No. F2013-09, Authorization to Purchase Easement Interests in Real Property within Assessor's Parcel Numbers 439-080-014 and 439-090-022, RCFC Parcel Nos. 4124-12, 12T, 13 and 13T located in the City of Hemet, County of Riverside, California, for the proposed San Jacinto MDP Line C storm drain project; and

(continued on Page 2)

AU:rip

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

FINANCIAL DATA	Current F.Y. District Cost:	\$155,000.00	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 25140 947460 Land	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Steven C. Horn*
Steven C. Horn, MPA

County Executive Office Signature

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: *Jeanine J. Rey* 4/16/2013
JEANINE J. REY

FORM APPROVED COUNTY COUNSEL
DATE: 4-15-13
BY: *Synthia M. Gunzel*
SYNTHIA M. GUNZEL

Dept't Recomm.:	<input type="checkbox"/> Consent	<input type="checkbox"/> Policy
Per Exec. Ofc.:	<input type="checkbox"/> Consent	<input type="checkbox"/> Policy

Prev. Agn. Ref.: 11.2 of 03/26/2013 | District: 3rd/3rd | Agenda Number:

11-2

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

SUBJECT: San Jacinto MDP Line C; Project No. 4-0-00124 – Resolution No. F2013-09
Authorization to Purchase Easement Interest in Real Property;
Assessor's Parcel Number 439-080-014 & 439-090-022, District 3/District 3

SUBMITTAL DATE: April 30, 2013

Page 2

RECOMMENDED MOTION cont'd:

- 3) Approve the Agreement for Sale and Purchase of Real Property between the District and Santa Fe Commons, LLC, and authorize the Chairman of the Board to execute the same on behalf of the District; and
- 4) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; and
- 5) Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.
- 6) Direct the Clerk of the Board to submit the Notice of Determination to the County Clerk for filing within five (5) days of approval of this project; the authorization to purchase the easement interests in real property.

BACKGROUND:

The San Jacinto Master Drainage Plan Project ("MDP Project") is located within portions of the cities of San Jacinto and Hemet, and is generally bounded by West Esplanade Avenue to the north, South San Jacinto Avenue to the east, East Menlo Avenue to the south and North Buena Vista Street to the west. The MDP Project will alleviate flooding within the Project area. The MDP Project includes the acquisition of real property interests, relocation of utilities and construction, operation and maintenance of certain facilities pursuant to the District's adopted San Jacinto Master Drainage Plan.

A Purchase and Sale Agreement to acquire the storm drain easement interest and temporary construction easement interest in real property over a portion of land with Assessor's Parcel Numbers 439-080-014 and 439-090-022 ("Property") has been negotiated with the property owner, Santa Fe Commons, LLC, for \$155,000.00 plus an additional \$10,000.00 for title and escrow fees. The property interest to be acquired consists of approximately 695,601 square feet of permanent underground storm drain easement and 31,859 square feet of temporary construction easement for the term of 18 months over vacant unimproved land located in the City of Hemet, County of Riverside, State of California. This property is needed for the construction and maintenance of flood control facilities referred to as San Jacinto MDP Line C project.

The purchase of an easement interest of real property described herein was found to not have a significant effect on the environment. This acquisition was adequately analyzed in the a Mitigated Negative Declaration considered and approved by the Board on March 26, 2013 (Agenda Item 11.2, Resolution No. 2013-06, State Clearinghouse No. 2013011029). Therefore, nothing further is required.

Resolution No. F2013-09 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. F2013-09

AUTHORIZATION TO PURCHASE REAL PROPERTY
SAN JACINTO MDP LINE C
PROJECT NO. 4-0-00124
ASSESSOR'S PARCEL NUMBERS 439-080-014 AND 439-090-022

WHEREAS, the San Jacinto Master Drainage Plan Line C Project ("MDP Project", located within the cities of San Jacinto and Hemet, will alleviate flooding within the MDP Project area; and

WHEREAS, the MDP Project includes the acquisition of real property interests, relocation of utilities and construction, operation and maintenance of certain facilities pursuant to the District's adopted San Jacinto Master Drainage Plan; and

WHEREAS, the acquisition of these easement interests in real property was anticipated and included in the Mitigated Negative Declaration considered and adopted by this Board of Supervisors on March 26, 2013, Agenda Item 11.2.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED that this purchase of easement interests in real property will not have a significant impact on the environment and nothing further is required because any potentially significant effects have been adequately analyzed in the Mitigated Negative Declaration adopted by this Board.

BE IT FURTHER 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 April 30, 2013, 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 10:30 a.m., of that certain real property interests in the city of Hemet, County of Riverside, State of California, consisting of approximately 695,601 square feet of permanent underground storm drain easement and 31,859 square feet of temporary construction easement for the term of 18 months, over vacant, unimproved land within Assessor's Parcel Numbers 439-080-014 and 439-090-022, and

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 4-15-13
SYNTHIA M. GUNZEL DATE

1 also known as RCFC Parcel Nos. 4124-12, 12T, 13 and 13T, respectively, and legally described
2 on Exhibit "A" attached hereto and pictorially depicted on Exhibit "B" (which are incorporated
3 herein by this reference) for a purchase price of \$155,000.00, plus an additional \$10,000.00 for
4 title insurance and escrow fees for the owner, Santa Fe Commons, LLC.

5 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
6 Agreement for Purchase and Sale of Real Property between the District and Santa Fe Commons,
7 LLC, is hereby approved and the Chairman of the Board of Supervisors of the District is
8 authorized to execute the same on behalf of the District.

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

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

15 AU:rlp
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Exhibit "A"

**San Jacinto MDP Line C
Parcel 4124-12**

Being a portion of Lot 26 of the Midway Ranch Tract in the city of Hemet, County of Riverside, State of California as shown on Map Book 8, Page 50, in the office of the County Recorder of said County, further described as follows:

The west 40.00 feet of Lot 26 of said map.

Containing 0.606 Acre, more or less.



William R. Hofferber Jr.

WILLIAM R. HOFFERBER JR.

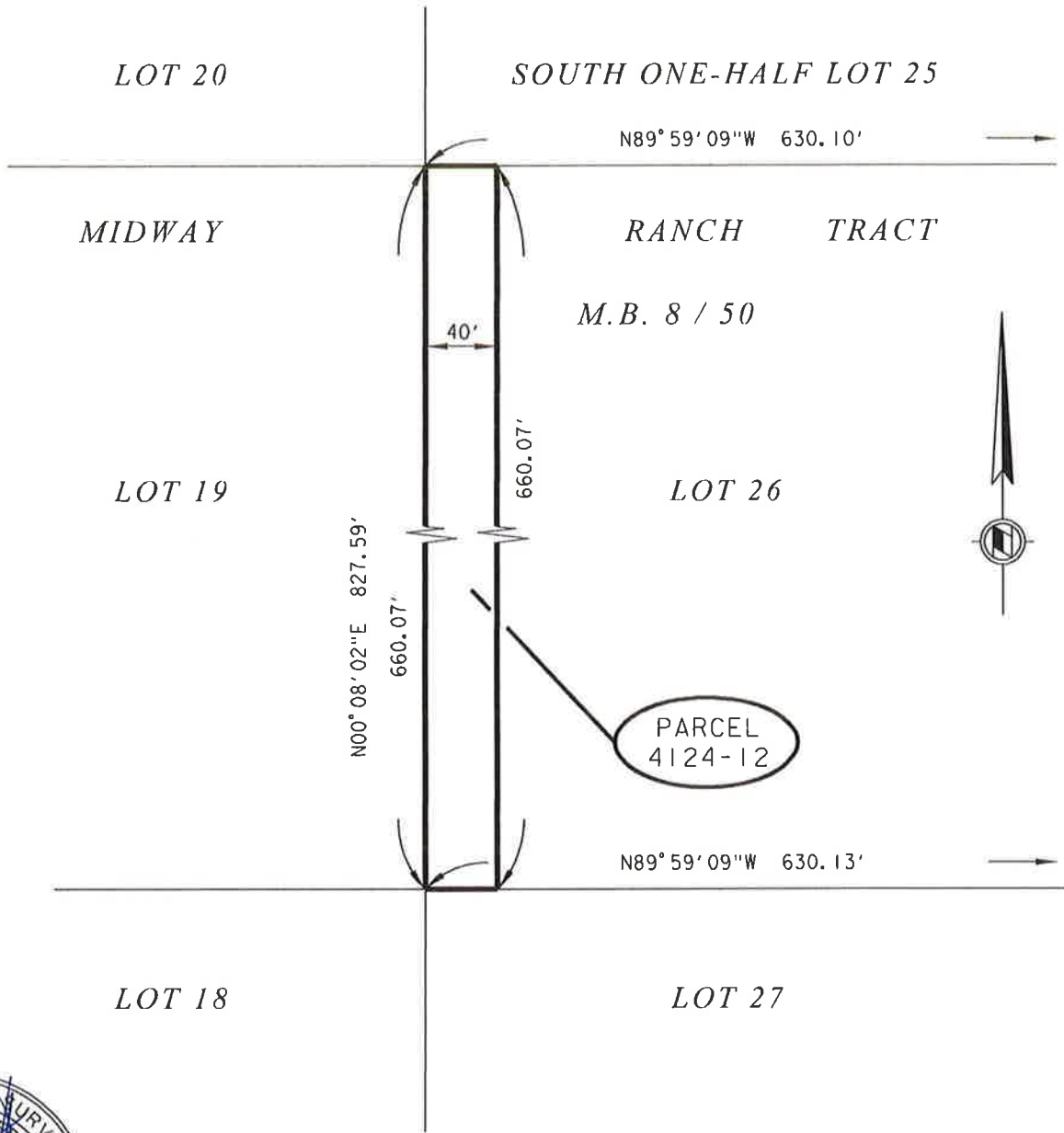
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 27 Nov. 2012

Exhibit "B"

THE WEST 40.00 FEET OF LOT 26 OF THE MIDWAY RANCH TRACT AS SHOWN ON MAP BOOK 8, PAGE 50 RECORDS OF RIVERSIDE COUNTY, WITHIN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



PARCEL
4124-12



William R. Hoffmeyer, Jr.
 DATE: 27 Nov. 2012

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

PROJECT NAME: SAN JACINTO RIVER MDP LINE C			
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 4124-12	SCALE: 1" = 100'	PREPARED BY: DAC
		NOV-20-2012	SHEET NO. 1 OF 1

Exhibit "A"

San Jacinto MDP Line C Parcel 4124-13

All that portion of a strip of land 40.00 feet wide lying within Lot 27 of the Midway Ranch Tract in the city of Hemet, County of Riverside, State of California as shown on Map Book 8, Page 50, in the office of the County Recorder of said County, the Westerly line of said strip being described as follows:

Commencing at the point of intersection with Midway Street and Santa Fe Street as shown on Record of Survey Book 63, Page 79, records of Riverside County, State of California;

Thence South $00^{\circ} 07' 37''$ West 34.97 feet, along the centerline of said Santa Fe Street;

Thence North $89^{\circ} 52' 23''$ West 30.00 feet to a point on the Westerly right-of-way line of Santa Fe Street as shown on said Map Book 8, Page 50, said point being the beginning of a non-tangent curve, concave Northerly, having a radius of 200.00 feet, to which a radial line bears South $00^{\circ} 58' 45''$ West, said point also being the Point of Beginning;

Thence Westerly along said curve through a central angle of $39^{\circ} 37' 10''$ an arc distance of 138.30 feet;

Thence North $49^{\circ} 24' 05''$ West 610.81 feet to the beginning of a curve, concave Northeasterly, having a radius of 110.00 feet;

Thence Northwesterly along said curve through a central angle of $49^{\circ} 32' 07''$ an arc distance of 95.10 feet to the West line of said Lot 27;

Thence North $00^{\circ} 08' 02''$ East 827.59 feet along the West lines of said Lot 27, Lot 26, and the South one-half of Lot 25 of said map book to the beginning of a curve concave Westerly, and having a radius of 160.00 feet;

Thence Northerly along said curve through a central angle of $25^{\circ} 00' 34''$ an arc distance of 69.84 feet;

Thence North $24^{\circ} 52' 32''$ West 50.13 feet to the beginning of a curve concave Easterly, and having a radius of 110.00 feet;

Thence Northerly along said curve through a central angle of $24^{\circ} 52' 32''$ an arc distance of 47.76 feet;

Thence North 498.21 feet to the beginning of a curve concave Easterly, and having a radius of 200.00 feet;

Thence Northerly along said curve through a central angle of $09^{\circ} 27' 35''$ an arc distance of 33.02 feet;

Thence North 09° 27' 35" East 7.02 feet to the beginning of a curve, concave Westerly, having a radius of 160.00 feet;

Thence Northerly along said curve through a central angle of 09° 27' 35" an arc distance of 26.42 feet;

Thence North 528.28 feet to the beginning of a curve, concave Easterly, having a radius of 200.00 feet;

Thence Northerly along said curve through a central angle of 17° 11' 31" an arc distance of 60.01 feet;

Thence North 17° 11' 31" East 115.22 feet to a point on the East line of Parcel 5 as shown on Parcel Map Book 184, Pages 40 and 41, records of Riverside County, State of California, said point being North 00° 06' 09" East 101.38 feet along said East line from the Southeast corner of said Parcel 5, said point also being the Point of Terminus.

Containing 0.900 Acre, more or less.



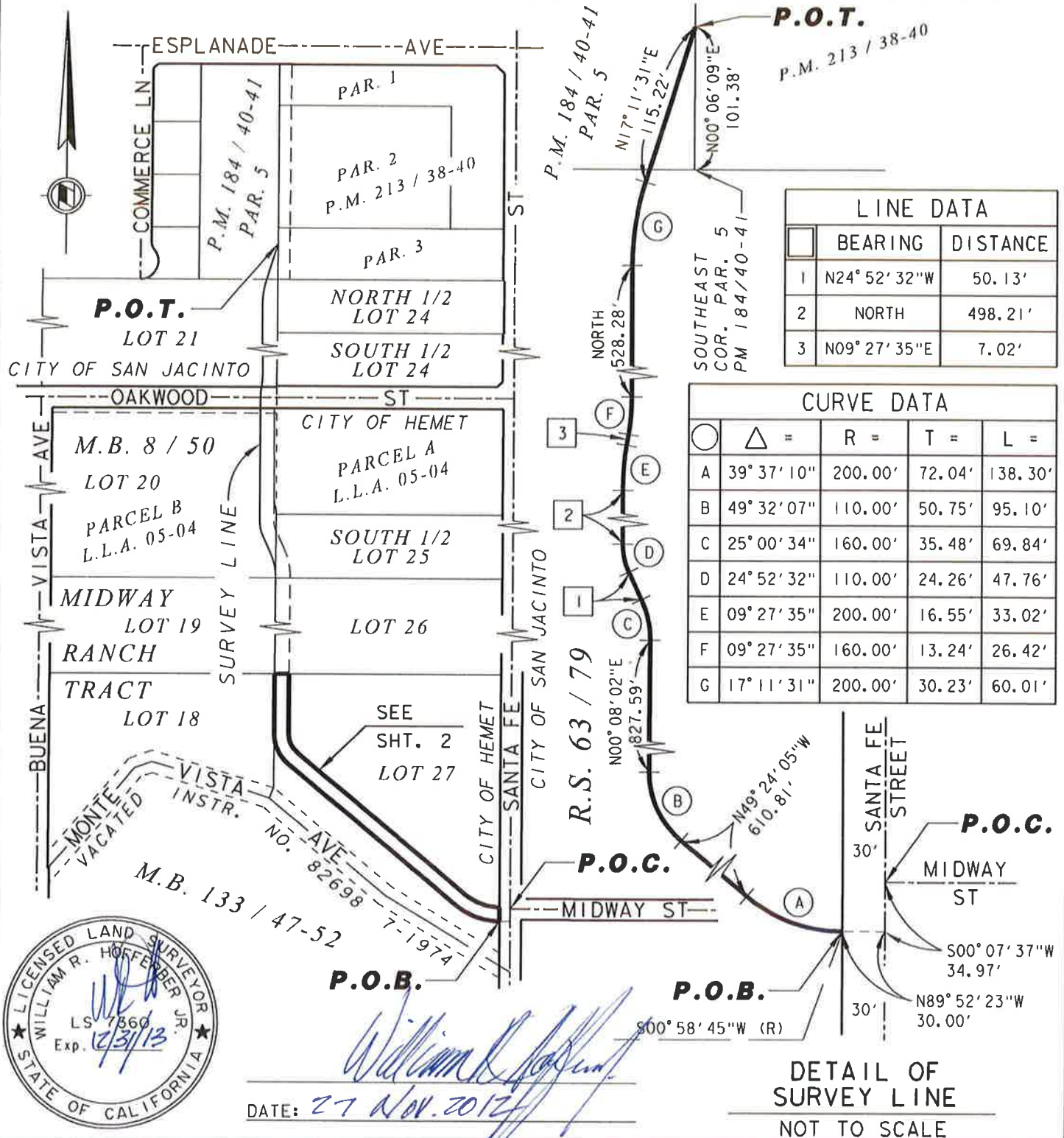

WILLIAM R. HOFFERBER JR.

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 27 OF THE MIDWAY RANCH TRACT AS SHOWN ON MAP BOOK 8, PAGE 50 RECORDS OF RIVERSIDE COUNTY, WITHIN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



DATE: 27 Nov. 2012

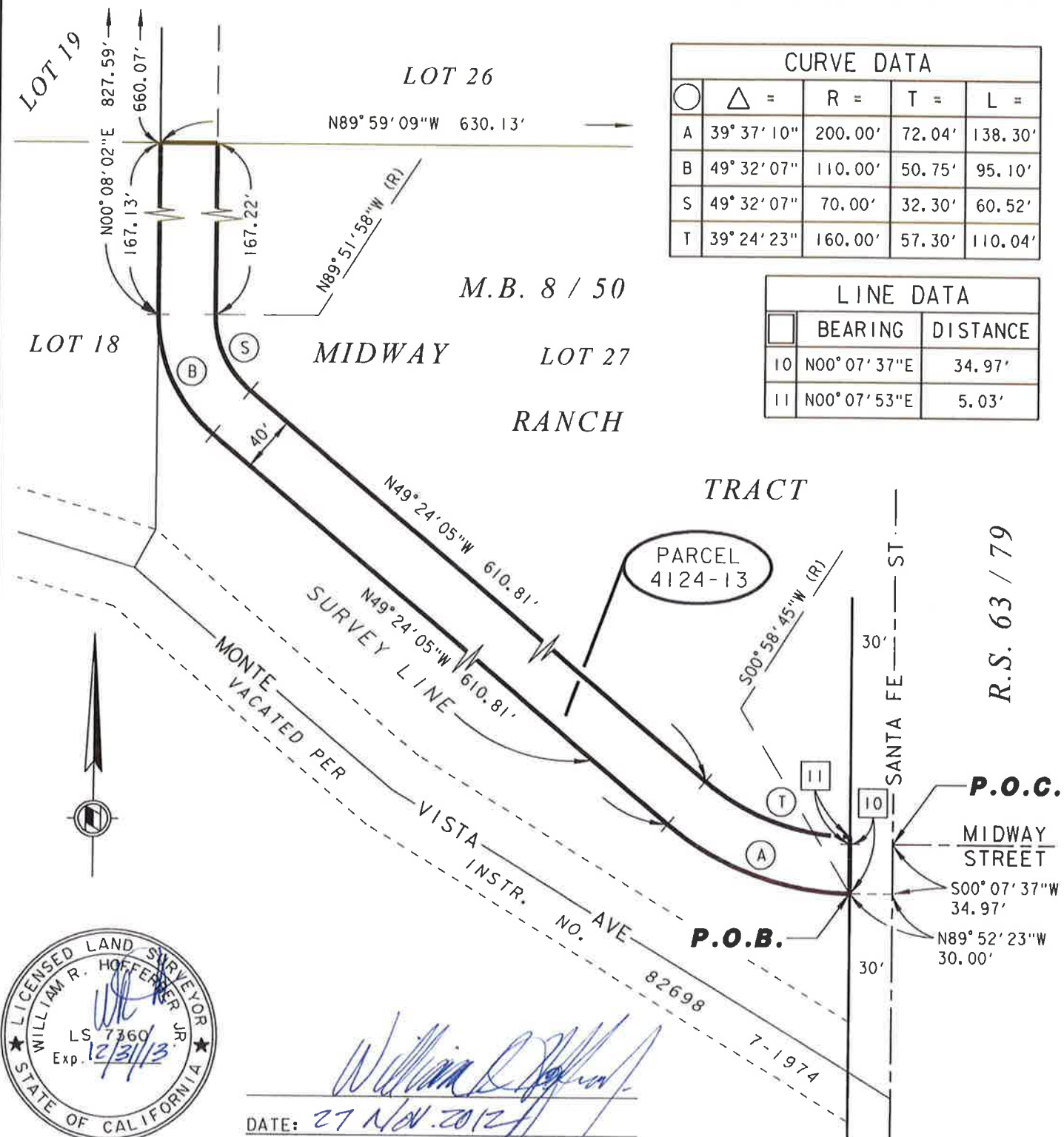
William R. Hoffberger, Jr.

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

PROJECT NAME: SAN JACINTO RIVER MDP LINE C			
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 4124-13	NO SCALE	DAC
		NOV-20-2012	SHEET NO. 1 OF 2

Exhibit "B"

BEING A PORTION OF LOT 27 OF THE MIDWAY RANCH TRACT AS SHOWN ON MAP BOOK 8, PAGE 50 RECORDS OF RIVERSIDE COUNTY, WITHIN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



CURVE DATA				
○	△ =	R =	T =	L =
A	$39^{\circ}37'10''$	200.00'	72.04'	138.30'
B	$49^{\circ}32'07''$	110.00'	50.75'	95.10'
S	$49^{\circ}32'07''$	70.00'	32.30'	60.52'
T	$39^{\circ}24'23''$	160.00'	57.30'	110.04'

LINE DATA		
□	BEARING	DISTANCE
10	$N00^{\circ}07'37''E$	34.97'
11	$N00^{\circ}07'53''E$	5.03'



DATE: 27 Nov. 2012

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

PROJECT NAME: SAN JACINTO RIVER MDP LINE C			
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 4124-13	1" = 100'	DAC
		NOV-20-2012	SHEET NO. 2 OF 2

1 **2nd Amendment**
2 APN 439-080-014 & 439-090-022
3 Project: San Jacinto MDP Line C
4 Project No. 4-0-00124
5 RCFC Parcel Nos. 4124-12, -12T, -13 & -13T

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

7 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
8 ("Agreement"), is entered into this 25th day of March 2013 by and between the
9 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
10 body politic, (hereinafter called "DISTRICT" or "BUYER") and SANTA FE COMMONS,
11 LLC, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real
12 property interests for the San Jacinto MDP Line C (hereinafter called "PROJECT").

13 **RECITALS**

- 14 A. SELLER is the owner of certain real property located in the City of Hemet, County of
15 Riverside, State of California, consisting of 18.36 acres of land, commonly known as
16 Assessor's Parcel Nos. 439-080-014 and 439-090-022, and any related improvements,
17 appurtenances and certain related personal and intangible property.
18 B. SELLER desires to sell and BUYER desires to purchase a portion of the Property as
19 specifically described herein.

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

21 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,
22 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
23 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
24 consideration set forth in this Agreement, the following interests in certain real
25 property, located in Riverside County, California, commonly known as the San Jacinto
26 MDP Line C Project and is currently designated as Riverside County Assessor's Parcel
27 Nos. 439-080-014 and 439-090-022.

28 A. A permanent underground storm drain easement which affects a section of land
that will hereinafter be referred to as "Parcels 4124-12 and 4124-13". Said
section of land contains approximately 65,601± square feet.

B. An eighteen (18) month temporary construction easement which affects a
section of land that will hereinafter be referred to as "Parcels 4124-12T and
4124-13T". Said section of land contains approximately 31,859± square feet.

Said above-listed interests in real property will hereinafter be collectively referred to as
the "Property".

The respective sections of land affected by the above listed interests in real property,
referenced as Parcel 4124-12 and 4124-13 are legally described in attached Exhibits "A-
1", "A-2" and pictorially depicted in attached Exhibits "B-1", "B-2" and Parcels 4124-

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12T and 4124-13T also referenced, are pictorially depicted on Exhibit "C" (which are incorporated herein by this reference).

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

ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS
(\$155,000.00)

The \$155,000 purchase price is broken down as follows:

Permanent Easement	\$149,000
Temporary Construction Easement (TCE)	\$ 6,000
TOTAL	\$155,000

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

3. TEMPORARY CONSTRUCTION EASEMENT. At least twenty-four (24) hours prior written or oral notice shall be given to SELLER before DISTRICT initially enters upon and uses the land (under authority of the temporary construction easements or any one or more of them). The rights herein granted to use those temporary construction easements (or any one or more of them) shall end on the date that is eighteen (18) months after the giving of said written or oral notice or, alternatively, upon completion of the PROJECT (whichever occurs first).

4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable written notice before going on the Property. BUYER does hereby indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 4. If BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the Property. In 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 (10) 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 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.

5. ESCROW. The parties will establish an escrow at Orange Coast Title Company ("Escrow") to accommodate the transaction contemplated by this Agreement. For

1 purposes of this Agreement, Opening of Escrow means the date on which Escrow
 2 Holder receives a fully executed original of this Agreement. The parties shall open an
 3 escrow within five (5) business days of the date on which this Agreement is fully
 4 executed by the parties. Close of Escrow means the date on which the Storm Drain
 5 Easement Deed is recorded in the Official Records of the County of Riverside. The
 6 Close of Escrow will be as soon as possible after the Opening of Escrow, but in no
 7 event shall the Close of Escrow be later than one hundred eighty (180) days after the
 8 Opening of Escrow. The parties hereto shall execute and deliver to Escrow Holder such
 9 escrow instructions prepared by Escrow Holder as may reasonably be required to
 10 consummate the transaction contemplated by this Agreement. Any such instructions
 11 shall not conflict, amend or supersede any provisions of this Agreement; this
 12 Agreement shall control unless the parties expressly agree in writing otherwise. The
 13 Escrow Instructions shall include the following terms and conditions for disbursements
 14 and other actions by Escrow Holder of this sale which shall occur at the Close of
 15 Escrow:

- 10 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with
 11 Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or
 12 credit all items chargeable to the account of SELLER and/or BUYER pursuant
 13 to Sections 6 and 11; (b) disburse the balance of the Purchase Price; and, (c)
 14 disburse any excess proceeds deposited by BUYER to BUYER.
- 15 B. Recording. Cause the Deed to be recorded with the County Recorder and
 16 obtain conformed copies thereof for distribution to BUYER and SELLER.
- 17 C. Title Policy. Direct the Title Company to issue the Title Policy to BUYER.
- 18 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any
 19 other documents (or copies thereof) deposited into Escrow by SELLER.
 20 Deliver to SELLER any other documents (or copies thereof) deposited into
 21 Escrow by BUYER.
- 22 E. All time limits within which any matter herein specified is to be performed may
 23 be extended by mutual agreement of the parties hereto. Any amendment of, or
 24 supplement to, any instructions must be in writing.

- 25 6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Orange Coast Title
 26 Company (the "Escrow Holder") shall obtain and issue a title commitment for the
 27 Property. Escrow Holder will also request two (2) copies each of all instruments
 28 identified as exceptions on said title commitment. Upon receipt of the foregoing,
 Escrow Holder will deliver these instruments and the title commitment to BUYER and
 SELLER. Escrow Holder will insure BUYER'S easement title to the 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 the Purchase Price ("Policy").
 BUYER shall pay for the cost of the Policy. The Policy provided for pursuant to this
 Section 6 will insure BUYER'S interest in the Property 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"):

- 1 A. The applicable zoning, building and development regulations of any
2 municipality, county, state or federal jurisdiction affecting the Property.
- 3 B. Those non-monetary exceptions not objected to by BUYER within ten (10)
4 business days after the date BUYER receives the title commitment and legible
5 copies of all instruments noted as exceptions therein. If BUYER
6 "unconditionally disapproves" any such exceptions Escrow will thereupon
7 terminate, all funds deposited therein will be refunded to BUYER (less
8 BUYER'S share of escrow cancellation charges) and this Agreement will be in
9 no further force or effect. If BUYER "conditionally disapproves" any such
10 exceptions, then SELLER will use SELLER'S best efforts to cause such
11 exceptions to be removed by the Close of Escrow. If such conditionally
12 disapproved non-monetary exceptions are not removed by the Close of Escrow,
13 BUYER may, at BUYER'S option, either accept the Property subject to such
14 exceptions, or terminate the Escrow and receive a refund of all funds deposited
15 into Escrow (less BUYER'S share of escrow cancellation charges), if any, and
16 this Agreement will thereupon be of no further force or effect. At the Close of
17 Escrow, BUYER'S easement interest in the Property will be free and clear of all
18 monetary liens and monetary encumbrances.
- 19 C. Taxes: Current fiscal year, including personal property tax, if any, and any
20 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue
21 and Taxation Code of the State of California. All other taxes owed whether
22 presently current or delinquent are to be CURRENT at the Close of Escrow.
- 23 D. Quasi-public utility, public utility, public alley, public street easements and
24 rights of way of record.
- 25 7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
26 the parties hereto that the right of possession and use of the Property by BUYER,
27 including the right to remove and dispose of improvements, shall commence upon the
28 execution of this Agreement by all parties.
8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the
following representations and warranties:
- A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
legal proceedings or any other proceedings affecting the 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 the
Property by improvements on any adjoining property, nor do any buildings or
improvements on the Property encroach onto other properties.
- C. Until the Close of Escrow, SELLER shall maintain the Property in good
condition and state of repair and maintenance, and shall perform all of its
obligations under any service contracts or other contracts affecting the Property.

- 1 D. SELLER has good and marketable title to the Property. SELLER has no actual
2 knowledge of any unrecorded or undisclosed legal or equitable interest in the
3 Property owned or claimed by anyone other than SELLER. SELLER has no
4 knowledge that anyone will, at the Closing, have any right to possession of the
5 Property, except as disclosed by this Agreement or otherwise in writing to
6 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the
7 Property. No assessment lien or bond encumbers the Property, and no
8 governmental authority has undertaken any action that could give rise to an
9 assessment lien affecting the Property and shall not do anything that would
10 impair SELLER'S title to any of the Property.
- 11 E. To the best of SELLER'S knowledge, neither the execution of this Agreement
12 nor the performance of the obligations herein will conflict with, or breach any of
13 the provisions of any bond, note, evidence of indebtedness, contract, lease or
14 other agreement or instrument to which the Property may be bound.
- 15 F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,
16 upon learning of any fact or condition that would cause any of the warranties
17 and representations in this Section 8 not to be true as of closing, immediately
18 give written notice of such fact or condition to BUYER.
- 19 G. SELLER represents and warrants that it did not use, generate, release, discharge,
20 store or dispose of any hazardous waste, toxic substances or related materials on,
21 or under, in or about the Property or transport any Hazardous Materials to or
22 from the Property and that it shall not use, generate, release, discharge, store or
23 dispose of any hazardous waste, toxic substances or related materials on, or
24 under, in or about the Property prior to the Close of Escrow. The term
25 "Hazardous Materials" shall mean any substance, material or waste which is or
26 becomes regulated by any local governmental authority, the State of California
27 or the United States Government, including, but not limited to, any material or
28 substance which is (i) defined as a "hazardous waste," "extremely hazardous
waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7
or listed pursuant to Section 25140 of the California Health and Safety Code,
Division 20, Chapter 6.5 (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), (iv) defined
as "hazardous substance" under Section 25281 of the California Health and
Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous
Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii)
listed under Article 9 or defined as "hazardous" or "extremely hazardous"
pursuant to Article 11 of Title 22 of the California Administrative Code,
Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to
Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) 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 (xi) 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).

1 H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the
2 Property is in compliance with all applicable statutes and regulations, including
3 environmental, health and safety requirements.

4 I. This Agreement and the performance of SELLER'S obligations under it and all
5 documents executed by SELLER that are to be delivered to BUYER at the
6 Closing are, or on the Closing Date will be, duly authorized, executed, and
7 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and
8 binding obligations of SELLER, and do not, and on the Closing Date will not,
9 violate any provision of any agreement or judicial order to which SELLER is a
10 party or to which SELLER or the Property is subject. No consent of any partner,
11 shareholder, creditor, investor, judicial or administrative body, government
12 agency, or other party is required for SELLER to enter into and/or to perform
13 SELLER'S obligations under this Agreement, except as has already been
14 obtained. If SELLER is a corporation, it is organized, validly existing, and in
15 good standing under the laws of the State of California.

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

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

26 10. CLOSING CONDITIONS.

- 27 A. All obligations of BUYER under this Agreement are subject to the fulfillment,
28 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 Permanent Underground Storm Drain Easement 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) The physical condition of the Property must be substantially the same on
the Closing Date as on the Effective Date, reasonable wear and tear
excepted.

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4) All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.

5) Such proof of SELLER'S authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

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

B. SELLER'S obligation to sell the Property is expressly conditioned on the fulfillment of each of the following condition at or before the Closing:

- 1) BUYER must have delivered the Purchase Price 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 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 removing any debt encumbering the Property;
- 2) All costs associated with SELLER'S broker representation, including commission;
- 3) All costs associated with SELLER'S attorney fees; and
- 4) SELLER'S share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;

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

5 C. Prorations. All receipts and disbursements of the Property will be prorated as of
6 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase
7 Price will be adjusted on the following basis:

- 8 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER
9 is a public entity and exempt from payment of any real property taxes.
10 There will be no proration of taxes through Escrow. SELLER will be
11 responsible for payment of any real property taxes due prior to the
12 Close of Escrow. In the event any real property taxes are due and
13 unpaid at the Close of Escrow, Escrow Holder is hereby authorized and
14 instructed to pay such taxes from proceeds due the SELLER at the
15 Close of Escrow. SELLER understands that the Tax Collector will not
16 accept partial payment of any installment of the real property taxes due
17 at the Close of Escrow. After the Close of Escrow, the BUYER will
18 file any necessary documentation with the County Tax
19 Collector/Assessor for the property tax exemption. SELLER shall have
20 the right, after the Close of Escrow, to apply for a refund, to the County
21 Tax Collector/Assessor outside of Escrow if eligible to receive such
22 refund and Escrow Holder shall have no liability and/or responsibility
23 in connection therewith.
- 24 2) Utility Deposits. SELLER will notify all utility companies servicing
25 the Property of the sale of the Property to BUYER and will request that
26 such companies send SELLER a final bill, if warranted, for the period
27 ending on the last day before the Close of Escrow. BUYER will notify
28 the utility companies that all utility bills for the period commencing on
 the Close of Escrow are to be sent to BUYER. SELLER is responsible
 for all costs associated with the provision of utility services to the
 Property up to the Close of Escrow.
- 3) 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.

- 1 12. CLOSING. When the Escrow Holder receives all documents and funds identified in
2 this Agreement, and the Title Company is ready, willing, and able to issue the Title
3 Policy, then, and only then, the Escrow Holder will close Escrow by performing all
4 actions instructed to do so in the Escrow Instructions and in accordance with this
5 Agreement.
- 6 13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from
7 and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency,
8 fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees)
9 of any nature whatsoever, resulting from, arising out of or based on any breach of
10 SELLER'S representation, warranties or covenants provided in this Agreement.
- 11 14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
12 designee, serves as the representative on behalf of BUYER for the purpose of
13 administering and performing administrative or ministerial actions necessary to
14 complete this transaction, including executing any other related escrow forms or
15 documents to consummate the purchase.
- 16 15. NOTICES. All notices and demands shall be given in writing by certified mail, postage
17 prepaid, and return receipt requested, or by personal delivery. Notices shall be
18 considered given upon the earlier of (a) personal delivery, (b) two (2) business days
19 following deposit in the United States mail, postage prepaid, certified or registered,
20 return receipt requested, or (c) one (1) business day following deposit with an overnight
21 carrier service. A copy of all notices shall be sent to the Escrow Company. Notices
22 shall be addressed as provided below for the respective party. The parties agree,
23 however, that if any party gives notice in writing of a change of name or address to the
24 other party, notices to such party shall thereafter be given as demanded in that notice:

17 SELLER: Santa Fe Commons, LLC
18 Post Office Box 2454
19 Rancho Santa Fe, CA 92067
20 Attn: Mr. Michael Wright

21 BUYER: Riverside County Flood Control
22 and Water Conservation District
23 1995 Market Street
24 Riverside, CA 92501
25 Attn: Greg Walker

26 COPY TO: Riverside County Counsel
27 3960 Orange Street, Suite 500
28 Riverside, CA 92501-3674
Attn: Synthia M. Gunzel
Deputy County Counsel

ESCROW HOLDER: Orange Coast Title Company
3536 Concours Drive, Suite 120
Ontario, CA 91764

16. MISCELLANEOUS.

- 1
- 2 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
- 3 the time allowed by law a Natural Hazard Disclosure Statement in accordance
- 4 with California Government Code Sections 8589.3–8589.4 and 51183.5 and
- 5 Public Resources Code Sections 4136, 2621.9 and 2694.
- 6 B. Default. In the event of a material breach or material default under this
- 7 Agreement by either the BUYER or SELLER, the non-defaulting party shall
- 8 have, in addition to all rights available at law or equity, the right to terminate
- 9 this Agreement and the Escrow for the purchase and sale of the Property, by
- 10 delivering written notice thereof to the defaulting party and to Escrow Holder,
- 11 and if the BUYER is the non-defaulting party, the BUYER shall thereupon
- 12 promptly receive a refund of all prior deposits, if any. Such termination of the
- 13 Escrow by a non-defaulting party shall be without prejudice to the non-
- 14 defaulting party's rights and remedies at law or equity.
- 15 C. Further Instructions. Each party agrees to execute such other and further escrow
- 16 instructions as may be necessary or proper in order to consummate the
- 17 transaction contemplated by this Agreement.
- 18 D. Amendments. Any amendments to this Agreement shall be effective only in
- 19 writing and when duly executed by both the BUYER and SELLER and
- 20 deposited with Escrow Holder.
- 21 E. Applicable Law. This Agreement shall be construed and interpreted under, and
- 22 governed and enforced according to the laws of the State of California. Venue
- 23 for any proceeding related to this Agreement shall be in the County of Riverside.
- 24 F. Entire Agreement. This Agreement contains the entire agreement between the
- 25 undersigned parties respecting the subject matter set forth herein, and expressly
- 26 supersedes all previous or contemporaneous agreements, understandings,
- 27 representations, or statements between the parties respecting said subject matter
- 28 (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.
- 23 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
- 24 benefit of the heirs, executors, administrators, successors and assigns of the
- 25 parties hereto.
- 26 H. Time of Essence. The parties acknowledge that time is of the essence in this
- 27 Agreement, notwithstanding anything to the contrary in the Escrow Company's
- 28 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

1 remedy and each and every remedy shall be cumulative and shall be in addition
2 to every other remedy given hereunder or now or hereafter existing at law or in
equity or by statute or otherwise.

3 J. Interpretation and Construction. The parties agree that each party has reviewed
4 this Agreement and that each has had the opportunity to have their legal counsel
5 review and revise this Agreement and that any rule of construction to the effect
6 that ambiguities are to be resolved against the drafting party shall not apply in
7 the interpretation of this Agreement or any amendments or Exhibits thereto. In
8 this Agreement the neutral gender includes the feminine and masculine, and
9 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.

10 K. Counterparts. This Agreement may be executed in counterparts, each of which
11 so executed shall, irrespective of the date of its execution and delivery, be
12 deemed an original, and all such counterparts together shall constitute one and
the same instrument.

13 L. Partial Invalidity. If any term or provision of this Agreement shall be deemed
14 to be invalid or unenforceable to any extent, the remainder of this Agreement
15 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.

16 M. Brokers. SELLER and BUYER each represent and warrant to one another that,
17 except as would be expressly set forth in the preceding sentence, such party has
18 not engaged any broker or finder with respect to this Agreement or the
19 transactions contemplated herein. If SELLER or BUYER is in fact represented
20 in this sale, upon and only upon the Closing, SELLER shall pay a commission to
21 SELLER'S Broker and BUYER'S Broker as may be set forth in a separate
22 written agreement between SELLER and SELLER'S Broker and/or BUYER'S
23 Broker, or in any separate written instructions related thereto as may be
24 executed and delivered into Escrow by SELLER. SELLER shall defend,
25 indemnify and hold harmless BUYER from and against any and all liabilities,
26 claims, demands, damages, or costs of any kind (including attorneys' fees, costs
27 and expenses) arising from or connected with any other broker's or finder's fee
28 or commission or charge ("Broker Claims") claimed to be due by SELLER'S
Broker or any person other than BUYER'S Broker (except as set forth above)
arising from or by reason of SELLER'S conduct with respect to this transaction.
BUYER shall defend, indemnify and hold harmless SELLER from and against
any and all Broker Claims claimed to be due by BUYER'S Broker (except as set
forth above) or any person other than SELLER'S Broker arising from or by
reason of BUYER'S conduct with respect to this transaction. The provisions of
this Section 17.M. shall survive Closing hereunder or earlier termination of this
Agreement.

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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 the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

18. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting parties.

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///
///

[Signature provisions on next page]

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

3 **SELLER:**

SANTA FE COMMONS, LLC

4 By: 
5 MICHAEL WRIGHT

6 Dated: 3/25/2013

8 **BUYER:**

9 RECOMMENDED FOR APPROVAL:

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

11 By: Steve Thomas
12 *for* WARREN D. WILLIAMS
13 General Manager-Chief Engineer

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

15 ATTEST:

16 KECIA HARPER-IHEM
17 Clerk of the Board

18 _____
19 Deputy

20 APPROVED AS TO FORM:

21 PAMELA J. WALLS
County Counsel

22 By: Synthia M. Gunzel
23 SYNTHIA M. GUNZEL
24 Deputy County Counsel

25 AU: rlp
03/21/2013

26 **2nd Amendment**

27 APN: 439-080-014 and 439-090-022
Project: San Jacinto MDP Line C
28 Project No. 4-0-00124
RCFC Parcel Nos. 4124-12, -12T, -13 & -13T

PARCELS 4124-12 & -13

EXHIBITS A-1, A-2, B-1, B-2 & D

(Legal Description, Plat map and Easement Deed)

San Jacinto MDP - Line C

EXHIBIT "D"

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501-1770

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

San Jacinto MDP Line C
Project No. 4-0-00124
RCFC Parcel Nos.
4124-12 and 4214-13

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

EASEMENT DEED

SANTA FE COMMONS, LLC,

hereby Dedicates in Perpetuity to Riverside County Flood Control and Water Conservation District, **a storm drain easement** for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the City of Hemet, County of Riverside, State of California, described in legal description attached hereto as Exhibits "A-1" and "A-2" and shown in Exhibits "B-1" and "B-2", and made a part hereof.

Assessor Parcel Nos. port. of 439-080-014 and 439-090-022

SANTA FE COMMONS, LLC:

Date: _____

By: _____

Name: MICHAEL WRIGHT

Title: _____

(Notary Attached)

EXHIBIT "A-1"

**San Jacinto MDP Line C
Parcel 4124-12**

Being a portion of Lot 26 of the Midway Ranch Tract in the city of Hemet, County of Riverside, State of California as shown on Map Book 8, Page 50, in the office of the County Recorder of said County, further described as follows:

The west 40.00 feet of Lot 26 of said map.

Containing 0.606 Acre, more or less.



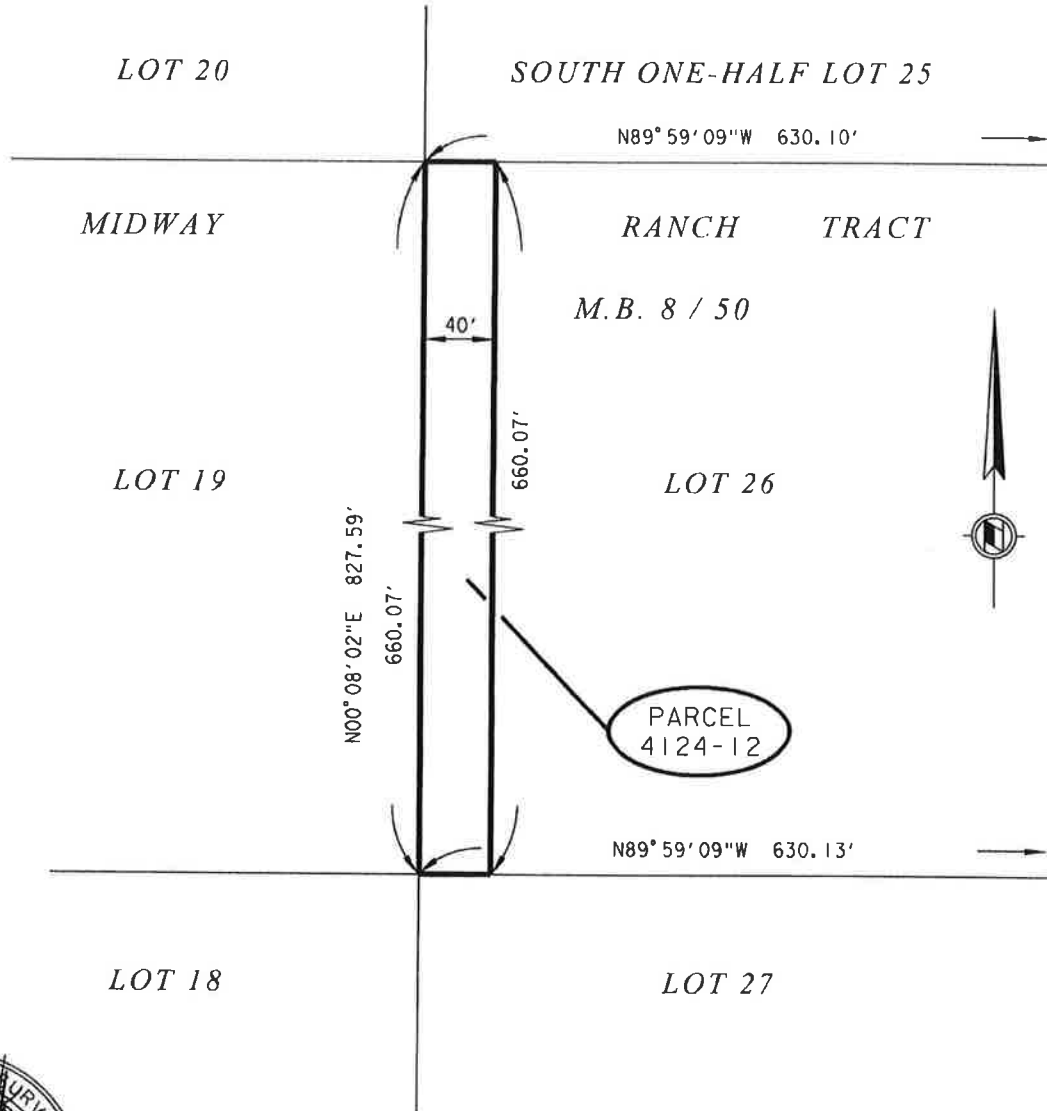

WILLIAM R. HOFFERBER JR.

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

Date: 27 Nov. 2012

EXHIBIT "B-1"

THE WEST 40.00 FEET OF LOT 26 OF THE MIDWAY RANCH TRACT AS SHOWN ON
MAP BOOK 8, PAGE 50 RECORDS OF RIVERSIDE COUNTY, WITHIN THE CITY OF
HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



PARCEL
4124-12



William R. Hoffberger Jr.
DATE: 27 Nov. 2012

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: SAN JACINTO RIVER MDP LINE C			
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 4124-12	SCALE: 1" = 100' NOV-20-2012	PREPARED BY: DAC SHEET NO. 1 OF 1

EXHIBIT "A-2"

San Jacinto MDP Line C Parcel 4124-13

All that portion of a strip of land 40.00 feet wide lying within Lot 27 of the Midway Ranch Tract in the city of Hemet, County of Riverside, State of California as shown on Map Book 8, Page 50, in the office of the County Recorder of said County, the Westerly line of said strip being described as follows:

Commencing at the point of intersection with Midway Street and Santa Fe Street as shown on Record of Survey Book 63, Page 79, records of Riverside County, State of California;

Thence South $00^{\circ} 07' 37''$ West 34.97 feet, along the centerline of said Santa Fe Street;

Thence North $89^{\circ} 52' 23''$ West 30.00 feet to a point on the Westerly right-of-way line of Santa Fe Street as shown on said Map Book 8, Page 50, said point being the beginning of a non-tangent curve, concave Northerly, having a radius of 200.00 feet, to which a radial line bears South $00^{\circ} 58' 45''$ West, said point also being the Point of Beginning;

Thence Westerly along said curve through a central angle of $39^{\circ} 37' 10''$ an arc distance of 138.30 feet;

Thence North $49^{\circ} 24' 05''$ West 610.81 feet to the beginning of a curve, concave Northeasterly, having a radius of 110.00 feet;

Thence Northwesterly along said curve through a central angle of $49^{\circ} 32' 07''$ an arc distance of 95.10 feet to the West line of said Lot 27;

Thence North $00^{\circ} 08' 02''$ East 827.59 feet along the West lines of said Lot 27, Lot 26, and the South one-half of Lot 25 of said map book to the beginning of a curve concave Westerly, and having a radius of 160.00 feet;

Thence Northerly along said curve through a central angle of $25^{\circ} 00' 34''$ an arc distance of 69.84 feet;

Thence North $24^{\circ} 52' 32''$ West 50.13 feet to the beginning of a curve concave Easterly, and having a radius of 110.00 feet;

Thence Northerly along said curve through a central angle of $24^{\circ} 52' 32''$ an arc distance of 47.76 feet;

Thence North 498.21 feet to the beginning of a curve concave Easterly, and having a radius of 200.00 feet;

Thence Northerly along said curve through a central angle of $09^{\circ} 27' 35''$ an arc distance of 33.02 feet;

Thence North 09° 27' 35" East 7.02 feet to the beginning of a curve, concave Westerly, having a radius of 160.00 feet;

Thence Northerly along said curve through a central angle of 09° 27' 35" an arc distance of 26.42 feet;

Thence North 528.28 feet to the beginning of a curve, concave Easterly, having a radius of 200.00 feet;

Thence Northerly along said curve through a central angle of 17° 11' 31" an arc distance of 60.01 feet;

Thence North 17° 11' 31" East 115.22 feet to a point on the East line of Parcel 5 as shown on Parcel Map Book 184, Pages 40 and 41, records of Riverside County, State of California, said point being North 00° 06' 09" East 101.38 feet along said East line from the Southeast corner of said Parcel 5, said point also being the Point of Terminus.

Containing 0.900 Acre, more or less.




WILLIAM R. HOFFERBER, JR.

Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 27 Nov. 2012