

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

202B



FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 3-30-11
DATE: _____
SYNTHIA M. GUNZEL

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 12, 2011

SUBJECT: Authorization to Purchase Real Property
Mira Loma – Beach Street Storm Drain, Stage 1; Project No. 1-0-00137
Assessor's Parcel No. 162-190-004, RCFC No. 1137-1

RECOMMENDED MOTION:

- 1) Approve Resolution No. 2011-07 Authorization to Purchase Real Property known as APN 162-190-004 / RCFC Parcel No. 1137-1 for the proposed Outlet Basin within the Mira Loma – Beach Street Storm Drain Project.
- 2) Authorize the Chairman to execute the Agreement for Sale and Purchase of Real Property with Mr. Raphael L. Deckert.
- 3) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction.
- 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.

(continued on Page 2)

[Signature]
WARREN D. WILLIAMS
General Manager-Chief Engineer

BAF:rlp

FINANCIAL DATA	Current F.Y. District Cost:	\$320,000	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	2010-2011

SOURCE OF FUNDS:

25110 947400 540040 Zone 1 Const. Maint. Misc. Land

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 12, 2011
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11.2

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
IVAN M. CHANG, FINANCIAL DIRECTOR
3/30/11
IVAN M. CHANG

Dept's Recomm.: Policy Consent
Per Exec. Ofc.: Policy Consent

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

SUBJECT: Authorization to Purchase Real Property
Mira Loma – Beach Street Storm Drain, Stage 1
Project No. 1-0-00137
Assessor's Parcel No. 162-190-004
RCFC No. 1137-1

SUBMITTAL DATE: April 12, 2011
Page 2

BACKGROUND:

A Sale and Purchase Agreement has been negotiated with the property owner, Mr. Raphael L. Deckert, at the appraised value of \$315,000.00 plus an additional \$5,000.00 for title and escrow fees.

The real property commonly known as 5890 Beach Street, Riverside, CA 92509 and identified as Riverside County Assessor's Parcel No. 162-190-004; is an approximate 171,160 square foot parcel and is referred to as District RCFC Parcel No. 1137-1, which is located within the flood zone. The property is the site of the proposed outlet, which is just south of 58th Street. The underground storm drain will proceed northerly through private property and then Beach Street just north of 55th Street where it again splits property lines to 54th Street, then both east to the sump in Cedar Street and west to the sump in Rutile Street.

FINANCIAL:

Sufficient funds were budgeted and are available in the Zone 1 fund.

BOARD OF SUPERVISORS **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

RESOLUTION NO. F2011-07

AUTHORIZATION TO PURCHASE REAL PROPERTY
MIRA LOMA – BEACH STREET STORM DRAIN, STAGE 1
PROJECT NO. 1-0-00137

BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District in regular session assembled on April 12, 2011, at least four-fifths of all members concurring, NOTICE IS HEREBY GIVEN that this Board authorized the purchase, at or after 1:30 p.m., of that certain real property in the County of Riverside, State of California, consisting of Assessor's Parcel Number 162-190-004 in fee, more particularly described on Exhibit "A" attached hereto, for a purchase price of \$315,000.00, plus an additional \$5,000.00 for title insurance and escrow fees from the owner, Raphael L. Deckert.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors is authorized to execute the Agreement for Sale and Purchase of Real Property with Raphael L. Deckert.

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 and lease back of the real property.

BAF:rlp

ROLL CALL:

Ayes: Buster, Stone, Benoit, and Ashley
Nays: None
Absent: Tavaglione

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

KECIA HARPER-IHEM, Clerk of said Board

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 3-30-11
SYNTHIA M. GUNZEL DATE

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

RCFC Parcel No: 1137-1
APN: 162-190-004
Project: Mira Loma-Beach Street Storm Drain
Project No: 1-0-0137-01

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AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (hereinafter called "District" or "Buyer") a special district, and RAPHAEL L. DECKERT (hereinafter called "Seller") an unmarried man, for acquisition by Buyer of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT.

A. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, the real property interest described below, which are referred to as the "Subject Property":

The real property commonly known as 5890 Beach Street, Riverside, CA 92509 and identified as Riverside County Assessor's Parcel No. 162-190-004. This approximate 171,160 square foot parcel Buyer is acquiring is referred to as District Parcel No. 1137-1, which is described more particularly on Exhibit "A" and depicted on Exhibit "B" to this Agreement; and

Exhibits "A" and "B" attached to this Agreement are incorporated herein by this reference.

B. The total purchase price to be paid to Seller, payable in cash through this Agreement, shall be the sum of:

THREE HUNDRED FIFTEEN THOUSAND DOLLARS
(\$315,000.00)

Said purchase price shall be payable in cash at the close of escrow.

C. The use for which District seeks the Seller Property is in connection with the Mira Loma-Beach Street Storm Drain project, and the Seller Property is necessary for the Project.

2. INSPECTION AND TITLE REVIEW. After signing this Agreement, Buyer will obtain a Preliminary Title Report ("PTR") from Lawyer Title Company, together with a legible copy of all exceptions to the title shown in the PTR.

3. ESCROW:

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- A. Opening Escrow. Upon execution of this Agreement by all parties, the parties shall open an Escrow (the "Escrow") with Lawyers Title Company (the "Escrow Holder"), for the purpose of consummating the purchase and sale of the Seller Property. All escrow costs and expenses shall be borne by the Buyer.
- B. Close of Escrow; Closing Date. Escrow shall close no later than the date that is thirty (30) days after the Agreement is signed by both parties (the "Closing Date", "Close of Escrow", and/or the "Closing"). The term "Close of Escrow", and/or the "Closing" are used herein to mean the date necessary instruments of conveyance are recorded in the Office of the County Recorder of Riverside, California.
- C. Escrow Instruction. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may 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.
- D. Deliveries by Seller. No later than 1:00 p.m. on the business day preceding the Closing Date, Seller shall deliver to Escrow Holder:
1. A Grant Deed conveying to Buyer a fee interest to Seller Property, duly executed and acknowledged by Seller; and
 2. Any and all other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including Seller's portion of proration(s), if any.
- E. Deliveries By Buyer. No later than 1:00 p.m. on the business day preceding the Closing Date, Buyer shall deliver to Escrow Holder:
1. The Purchase Price, including any applicable payments made, if any; and
 2. All other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including the Escrow fees.
- F. Closing, Recording, and Disbursements. On or before the Closing Date, and when all of the conditions precedent to the Close of Escrow set forth in Section 5 of this Agreement have been satisfied or waived in writing, Escrow Holder shall take the actions set forth in this Section:
1. Recording. Escrow Holder shall cause the Grant Deed to be recorded in the official Records of Riverside County, California;
 2. Disbursement of Funds. Escrow Holder shall disburse to the Seller the Purchase Price;

- 1 3. Title Policy. Escrow Holder shall deliver to Buyer a commitment to issue the Title Policy referred to in Section 5.A.3 of this Agreement;
- 2 4. Delivery of Documents to Buyer. Escrow Holder shall deliver to Buyer a conformed copy of the Grant Deed and any other documents (or copies thereof) deposited by Seller with Escrow Holder pursuant to this Agreement. The original Grant Deed shall be returned to Buyer after recordation; and
- 3
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- 5 5. Delivery of Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Grant Deed and any documents (or copies thereof) deposited by Buyer with Escrow Holder pursuant to this Agreement.
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7 4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW:

8 A. Buyer's obligation to purchase the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Buyer of each of the conditions precedent set forth in this Section:

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- 10 1. Seller's Performance. Seller is not in material default of any item or condition of this Agreement;
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- 12 2. Seller Deliveries Made. Seller has deposited with Escrow Holder all documents required of Seller by this Agreement;
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- 14 3. Title Policy. Title Company has committed to issue to Buyer a CLTA standard owner's policy of title insurance ("Title Policy"), with liability in the amount of the Purchase Price, showing fee interest to the Property vested in the Buyer, subject only to:
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- 17 a. The standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Title Company;
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- 19 b. Title exceptions approved by Buyer prior to opening escrow;
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- 21 c. Title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement, all exceptions to be approved prior to opening escrow; and
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- 23 d. Taxes for the tax year in which this escrow closes, including personal property tax, if any, shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
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- 25 4. Representations and Warranties. All representations and warranties made by Seller in this Agreement, to Seller's best knowledge, are true and correct as of the Closing as though made at that time.
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- 1 5. CONDITIONS TO SELLER'S OBLIGATIONS. Seller's obligations to convey the
2 Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by
3 Seller of each of the conditions precedent set forth in this Section.
- 4 A. Buyer Deliveries Made. Buyer has deposited with Escrow Holder all sums and
5 documents required of Buyer by this Agreement.
- 6 B. Representations and Warranties. All representations and warranties made by Buyer
7 in this Agreement, to Buyer's best knowledge, are true and correct as of the Closing
8 as though made at that time.
- 9 6. POSSESSION OF SUBJECT PROPERTY. It is mutually understood and agreed by and
10 between the parties hereto that the right of possession and use of the Subject Property by
11 BUYER, including the right to remove and dispose of improvements, shall commence
12 upon the execution of this Agreement by all parties.
- 13 7. WARRANTIES AND REPRESENTATIONS. Seller hereby warrants, represents, and/or
14 covenants to Buyer that to the best of Seller's knowledge, there are no actions, suits,
15 material claims, legal proceedings, or any other proceedings affecting the Seller Property or
16 any portion thereof, at law, or in equity before any court or governmental agency, domestic
17 or foreign.
- 18 8. MISCELLANEOUS.
- 19 A. Entire Agreement. This Agreement contains the entire agreement between both
20 parties; neither party relies upon any warranty or representation not contained in this
21 Agreement.
- 22 B. Cooperation. Buyer and Seller to provide any additional instruments as may be
23 necessary to complete this transaction. Buyer and Seller hereby agree to cooperate
24 with the execution of all documents necessary to complete the transfer of the
25 property, including, but not limited to, any supplemental instructions required to
26 complete the transaction.
- 27 C. Time is of the Essence. Time is of the essence with respect to each of terms,
28 covenants, and conditions of this Agreement.
- 29 D. Fees, Charges and Costs. Buyer agrees to pay Buyer's usual fees charges and costs
that arise in this transaction. Buyer agrees to pay Seller's escrow fees and title fees.
- 30 E. Counterparts. This Agreement may be executed in counterparts, each of which so
executed shall, and all such counterparts together shall constitutes one ad the same
instrument.
- 31 F. Authority. Each of the Parties warrants to the other that; (i) such Party is duly
organized and existing, (ii) the persons signing this Agreement on behalf of such
Party are duly authorized to execute and deliver this Agreement on behalf of said
Party, (iii) by executing this Agreement, such Party is formally bound to the

provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

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- G. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- H. Modification. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:


4-12-2011

(date to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL

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

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

Date: APR 12 2011


RAPHAEL L. DECKERT,
an unmarried man

By: 
RAPHAEL L. DECKERT, Owner

Date: 4-14-11

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By: 
SYNTHIA M. GUNZEL
Deputy County Counsel

Date: 3-31-2011

Exhibit "A"

**Mira Loma – Beach Street Storm Drain
Parcel 1137-1**

All of Lot 72 of Fairhaven Farms as shown on Map Book 6, Page 2, records of Riverside County, State of California, within the unincorporated territory of Riverside County.

Excepting therefrom that portion conveyed to the County of Riverside by deed recorded July 1, 1958 as Instrument No. 46775 of Official Records.



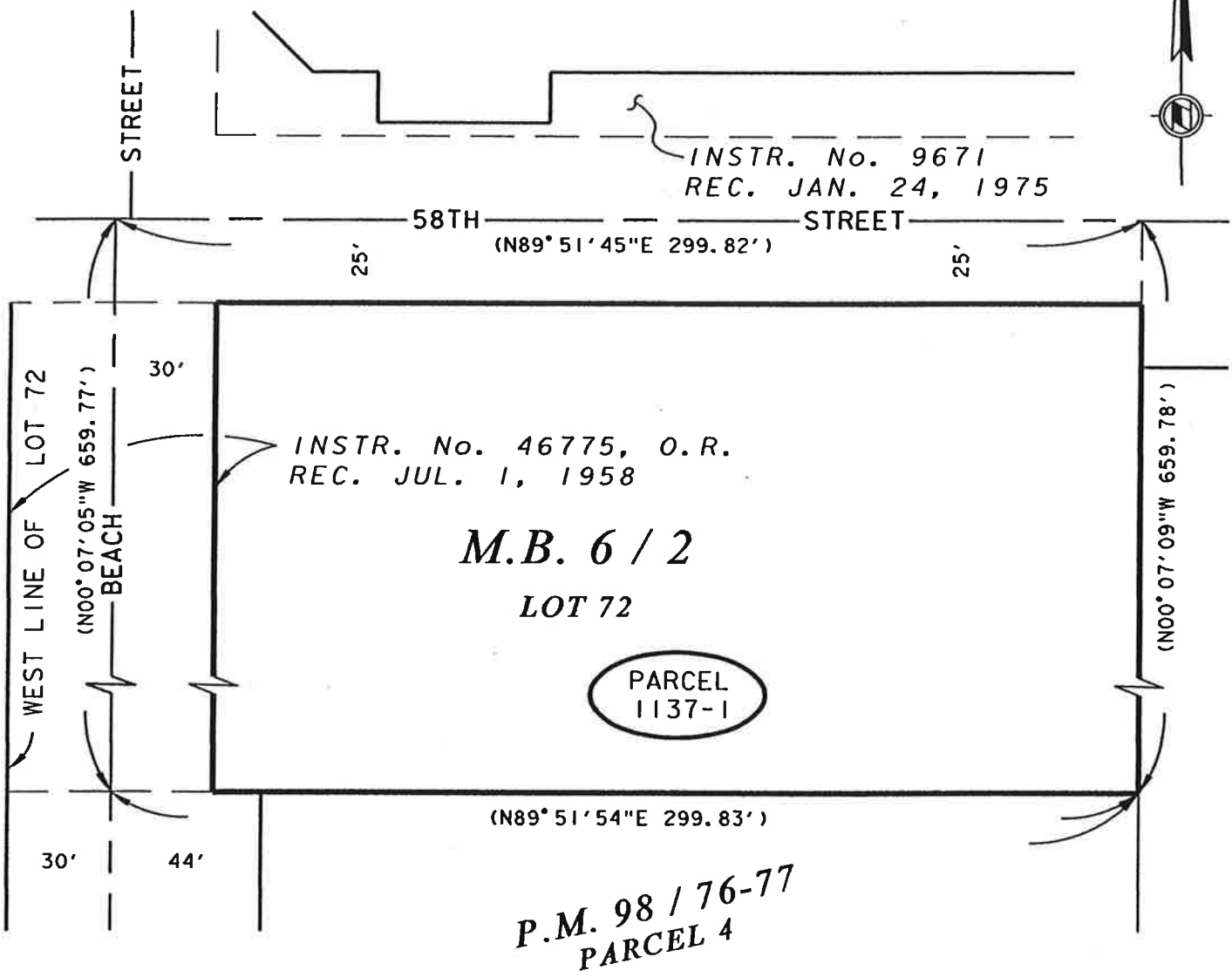

MARTIN J. KELLER

Land Surveyor No. 6290
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 7-28-10

Exhibit "B"

ALL THAT PORTION OF LOT 72 OF FAIRVIEW FARMS AS SHOWN ON MAP BOOK 6, PAGE 2, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



NOTE:

I. RECORD DATA PER P.M.B. 98/76-77 ()



[Signature]
DATE: 7-28-10

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

MIRA LOMA - BEACH STREET S.D.

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 1137-1

SCALE:

1" = 50'

DATE:

JUL-13-2010

PREPARED BY:

DAB

SHEET NO.

1 OF 1