



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

904B

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)

BAF:rlp:bjp

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

Table with 4 columns: FINANCIAL DATA, Current F.Y. District Cost, Current F.Y. County Cost, Annual Net District Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year, and Yes/No/2012-2013.

Table with 2 columns: SOURCE OF FUNDS (540040 25130 947440 Land) and Positions To Be Deleted Per A-30 / Requires 4/5 Vote.

C.E.O. RECOMMENDATION: APPROVE

BY: Michael R. Shetter Michael R Shetter

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 18, 2012
xc: Flood

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

Prev. Agenda Ref.: District: 1st / 1st Agenda Number:

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

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

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

**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 1<sup>st</sup> 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* 12-18-12  
DATE  
SYNTHIA M. GUNZEL

2  
3 **RESOLUTION NO. F2012-30**

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

8 ADOPTED by Riverside County Board of Supervisors on December 18, 2012

9 ROLL CALL:

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

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

15 KECIA HARPER-IHEM, Clerk of said Board

16 By: \_\_\_\_\_  
17 Deputy

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23 12.18.12 11.4  
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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  $43^{\circ} 42' 07''$  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  $42^{\circ} 49' 25''$  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;

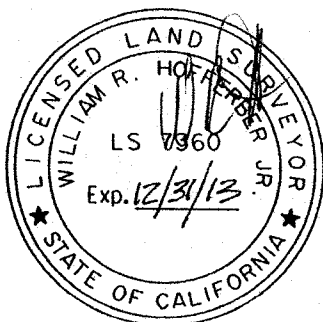
Thence continuing South  $42^{\circ} 49' 25''$  East 598.48 feet along the Southwesterly line of said Parcel 2 to the Southeasterly line of said Lot 5;

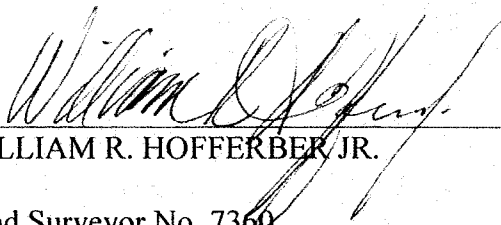
Thence South  $43^{\circ} 43' 19''$  West 660.02 feet along said Southeasterly line to the most Southerly corner of said Lot 5;

Thence North  $42^{\circ} 49' 24''$  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  $17^{\circ} 21' 07''$  West 1,097.49 feet along the Easterly line of said certain parcel to the Northwesterly line of said Lot 5;

Thence North  $43^{\circ} 42' 07''$  East 187.17 feet along said Northwesterly line to the Point of Beginning.



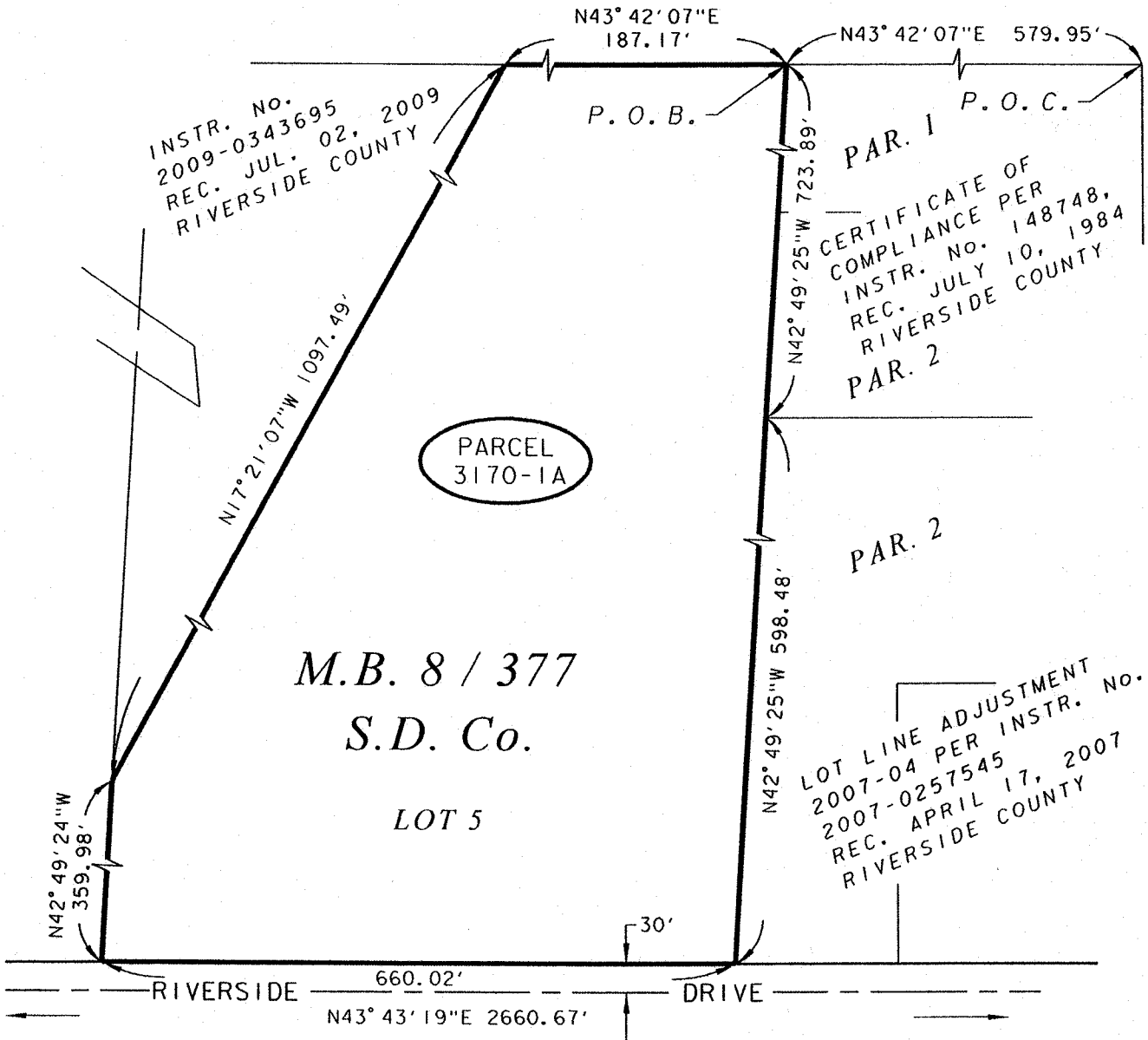
  
WILLIAM R. HOFFERBER JR.

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

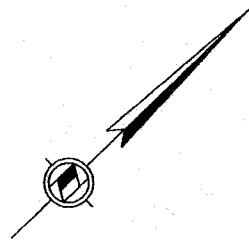
Date: 27 Nov. 2012

**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. Hoffmeyer, Jr.*  
 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 18<sup>th</sup> day of Dec, 2012 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  
14 "Property" and further described in Section 1 of this Agreement).
- 15 B. SELLER desires to sell and BUYER desires to purchase the Property as specifically  
described herein.

16 **IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

- 17 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,  
18 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to  
19 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the  
20 consideration set forth in this Agreement, the following fee interest in certain real  
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.

DEC 18 2012 11.4

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  
15 property, facilities, tools and equipment from the Property. If BUYER does not remove  
16 all of BUYER'S personal property, facilities, tools and equipment from the Property  
17 within ten business days of the date that BUYER'S license terminates under this  
18 Section, SELLER has the right to remove said personal property, facilities, tools and  
19 equipment from the Property. In the event of BUYER fails to remove BUYER'S  
20 personal property, facilities, tools and equipment from the Property after entering the  
21 Property to perform due diligence, including to make necessary or appropriate  
22 inspections as specified in this Section 4, BUYER is responsible for all reasonable costs  
23 incurred by SELLER in any such removal by SELLER.

24 5. ESCROW. The parties will establish an escrow at Chicago Title Insurance Company  
25 ("Escrow") to accommodate the transaction contemplated by this Agreement. For  
26 purposes of this Agreement, Opening of Escrow means the date on which Escrow  
27 Holder receives a fully executed original of this Agreement. The parties shall open an  
28 escrow within five (5) business days of the date on which this Agreement is fully  
executed by the parties. Close of Escrow means the date on which the Grant Deed is  
recorded in the Official Records of the County of Riverside. The Close of Escrow will  
be as soon as possible after the Opening of Escrow, but in no event shall the Close of  
Escrow be later than ninety (90) days after the Opening of Escrow. The parties hereto  
shall execute and deliver to Escrow Holder such escrow instructions prepared by  
Escrow Holder as may reasonably be required to consummate the transaction  
contemplated by this Agreement. Any such instructions shall not conflict, amend or  
supersede any provisions of this Agreement; this Agreement shall control unless the  
parties expressly agree in writing otherwise. The Escrow Instructions shall include the  
following terms and conditions for disbursements and other actions by Escrow Holder  
of this sale which shall occur at the Close of Escrow:

A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with  
Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or  
credit all items chargeable to the account of SELLER and/or BUYER pursuant  
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  
presently current or delinquent are to be CURRENT at the Close of Escrow.

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

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

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

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

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

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

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

23 E. This Agreement and the performance of SELLER'S obligations under it and all  
24 documents executed by SELLER that are to be delivered to BUYER at the  
25 Closing are, or on the Closing Date will be, duly authorized, executed, and  
26 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and  
27 binding obligations of SELLER, and do not, and on the Closing Date will not,  
28 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 to perform SELLER'S obligations under this Agreement, except as has already  
 2 been obtained. If SELLER is a corporation, it is organized, validly existing, and  
 in good standing under the laws of the State of California.

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

- 6 A. BUYER has taken all required action to permit it to execute, deliver, and  
 7 perform its obligations under this Agreement.
- 8 B. BUYER has the power and authority to execute and deliver this Agreement and  
 9 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 10. CLOSING CONDITIONS.

- 11 A. All obligations of BUYER under this Agreement are subject to the fulfillment,  
 12 before or at Closing, of each of the following conditions:
- 13 1) SELLER shall convey to BUYER marketable title to the Property by  
 14 execution and delivery with Escrow Holder a duly executed and  
 15 acknowledged Grant Deed in the form attached to this Agreement as  
 Exhibit "D", ("Deed") by this reference incorporated herein.
- 16 2) SELLER must have delivered to Escrow the documents and funds it is  
 17 required to deliver through Escrow at Closing.
- 18 3) All necessary agreements and consents of all parties to consummate the  
 19 transaction contemplated by this Agreement will have been obtained and  
 furnished by SELLER to BUYER.
- 20 4) Such proof of SELLER'S authority and authorization to enter into and  
 21 perform under this Agreement, and such proof of power and authority of  
 22 the individuals executing or delivering any instruments, documents, or  
 23 certificates on behalf of SELLER to act for and bind SELLER as may  
 reasonably be required by BUYER or the Escrow Holder.

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

26 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:

- 27 1) BUYER must have delivered the Purchase Price to Escrow.
- 28

- 1                   2) BUYER must have delivered to Escrow the documents and funds  
2                   required to consummate this transaction and as specified in this  
3                   Agreement.

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

- 6                   C. BUYER and SELLER agree to execute and provide any additional instruments  
7                   or other documents as may be necessary to complete this transaction. BUYER  
8                   and SELLER hereby agree to cooperate with the execution of all instruments or  
9                   other documents reasonably necessary to complete the transfer of the real  
10                  property interest, including, but not limited to, any supplemental instructions  
11                  required to complete the transaction.

- 12               11. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as  
13               follows:

14               A. SELLER shall pay or be charged:

- 15                   1) All costs associated with SELLER'S broker representation, including  
16                   commission;  
17                   2) All costs associated with SELLER'S attorney fees; and  
18                   3) SELLER'S share of prorations, if any.

19               B. BUYER shall pay or be charged:

- 20                   1) All of Escrow fees and costs;  
21                   2) Cost of the CLTA Standard coverage policy;  
22                   3) Cost of Natural Hazard Disclosure Statement;  
23                   4) Cost of recording the Deed; and  
24                   5) BUYERs share of prorations, if any.

- 25               C. Prorations. All receipts and disbursements of the Property will be prorated as of  
26               11:59 p.m. on the day immediately preceding the Closing Date and the Purchase  
27               Price will be adjusted on the following basis:

- 28                   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 instructed to pay such taxes from proceeds due the SELLER at the  
 2 Close of Escrow. SELLER understands that the Tax Collector will not  
 3 accept partial payment of any installment of the real property taxes due  
 4 at the Close of Escrow. After the Close of Escrow, the BUYER will  
 5 file any necessary documentation with the County Tax  
 6 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.

7 2) Method of Proration. If applicable and for purposes of calculating  
 8 prorations, BUYER shall be deemed to be in title to the Property, and  
 9 therefore entitled to the income therefrom and responsible for the  
 10 expenses thereof, for the entire day upon which the Closing occurs. All  
 11 prorations will be made as of the date of Close of Escrow based on a  
 12 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.

13 12. CLOSING. When the Escrow Holder receives all documents and funds identified in  
 14 this Agreement, and the Title Company is ready, willing, and able to issue the Title  
 15 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.

16 13. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his  
 17 designee, serves as the representative on behalf of BUYER for the purpose of  
 18 administering and performing administrative or ministerial actions necessary to  
 19 complete this transaction, including executing any other related escrow forms or  
 documents to consummate the purchase.

20 14. NOTICES. All notices and demands shall be given in writing by certified mail, postage  
 21 prepaid, and return receipt requested, or by personal delivery. Notices shall be  
 22 considered given upon the earlier of (a) personal delivery, (b) two (2) business days  
 23 following deposit in the United States mail, postage prepaid, certified or registered,  
 24 return receipt requested, or (c) one (1) business day following deposit with an overnight  
 25 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:

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

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

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

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

15. MISCELLANEOUS.

- 16 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within  
 17 the time allowed by law a Natural Hazard Disclosure Statement in accordance  
 18 with California Government Code Sections 8589.3–8589.4 and 51183.5 and  
 19 Public Resources Code Sections 4136, 2621.9 and 2694.
- 20 B. Default. In the event of a material breach or material default under this  
 21 Agreement by either the BUYER or SELLER, the non-defaulting party shall  
 22 have, in addition to all rights available at law or equity, the right to terminate  
 23 this Agreement and the Escrow for the purchase and sale of the Property, by  
 24 delivering written notice thereof to the defaulting party and to Escrow Holder,  
 25 and if the BUYER is the non-defaulting party, the BUYER shall thereupon  
 26 promptly receive a refund of all prior deposits, if any. Such termination of the  
 27 Escrow by a non-defaulting party shall be without prejudice to the non-  
 28 defaulting party's rights and remedies at law or equity.
- C. Further Instructions. Each party agrees to execute such other and further escrow  
 instructions as may be necessary or proper in order to consummate the  
 transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in  
 writing and when duly executed by both the BUYER and SELLER and  
 deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under, and  
 governed and enforced according to the laws of the State of California. Venue  
 for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the  
 undersigned parties respecting the subject matter set forth herein, and expressly

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

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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.

//  
//



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for  
DEC 18 2012

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

**SELLER:**

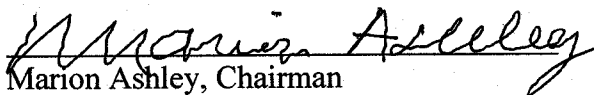
**FIRST-CITIZENS BANK & TRUST  
COMPANY**

By:   
John Meeklenburg, Senior Vice President

Dated: 11-29-12

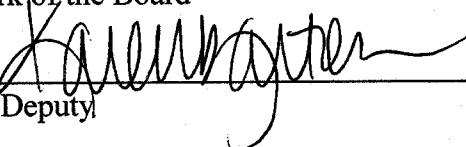
**BUYER:**

**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:

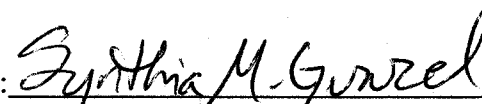
KECIA HARPER-IHEM  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

Date: DEC 18 2012

By:   
SYNTHIA M. GUNZEL  
Deputy County Counsel

(SEAL)

RECOMMENDED FOR APPROVAL

BAF:rlp:bjp  
11/27/12

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

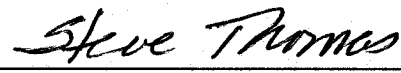
By:   
FOR WARREN D. WILLIAMS  
General Manager-Chief Engineer

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;

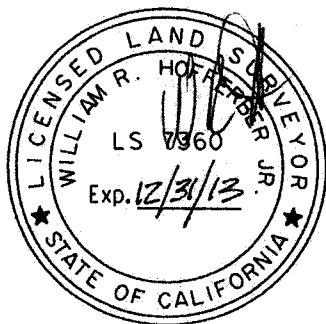
Thence continuing South 42° 49' 25" East 598.48 feet along the Southwesterly line of said Parcel 2 to the Southeasterly line of said Lot 5;

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

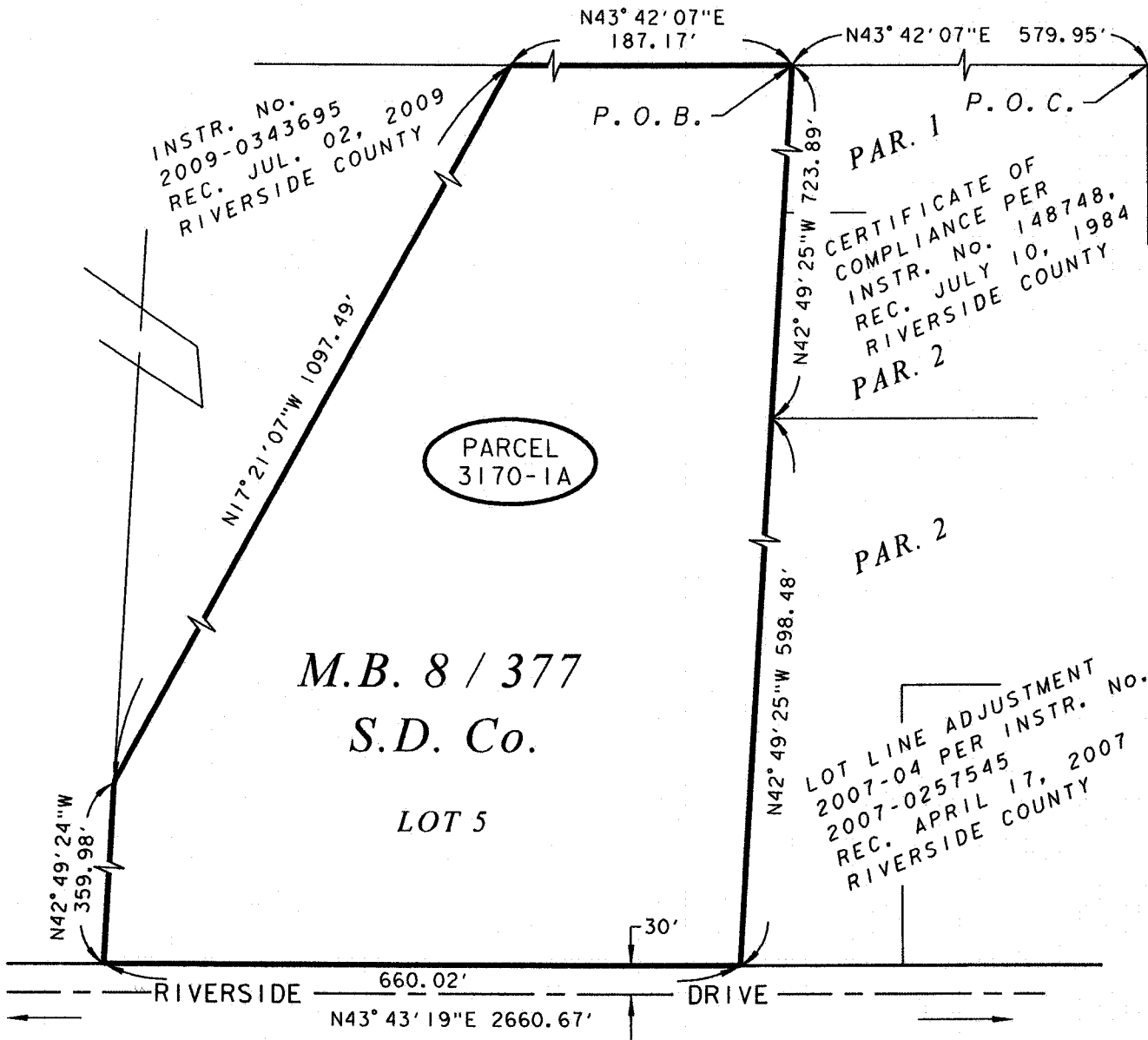
Date: 27 Nov. 2012

EXHIBIT "B"

PROPERTY DEPICTION

**Exhibit "B"**

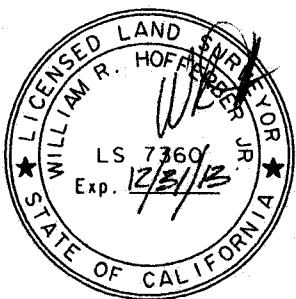
BEING A PORTION OF LOT 5, BLOCK "A" OF RANCHO LA LAGUNA, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 377, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA.



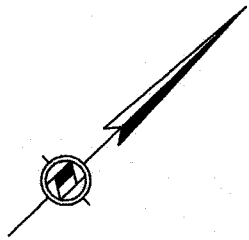
INSTR. NO.  
2009-0343695  
REC. JUL. 02, 2009  
RIVERSIDE COUNTY

CERTIFICATE OF COMPLIANCE PER INSTR. NO. 148748, REC. JULY 10, 1984 RIVERSIDE COUNTY PAR. 2

LOT LINE ADJUSTMENT 2007-04 PER INSTR. NO. 2007-0257545 REC. APRIL 17, 2007 RIVERSIDE COUNTY



*William R. Hoffmeyer*  
 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

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     [Signature]

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)