

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



ITEM: 11.2
(ID # 14556)

MEETING DATE:

Tuesday, March 23, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution F2021-10, Authorization to Purchase Fee Simple Interest in Real Property, RCFC Parcel Nos. 7021-18A1 and 7021-32A, Located in the County of Riverside, State of California, Adjacent to Assessor's Parcel Nos. 922-046-025 and 922-073-024 for the Murrieta Creek Phase II Project, Project No. 7-0-00021, CEQA Finding of Nothing Further is Required, District 3. [\$771,136 Total Cost – District Zone 7 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the purchase of a fee interest in the real property will not have a significant impact on the environment, and that nothing further is required because any potentially significant effects have been adequately analyzed in an earlier Environment Impact Report (EIR) (SCH#2000071051) certified by this Board;
2. Adopt Resolution No. F2021-10, Authorization to Purchase Fee Simple Interest in Real Property, RCFC Parcel Nos. 7021-18A1 and 7021-32A, Located in the County of Riverside, State of California, Adjacent to Assessor's Parcel Nos. (APN) 922-046-025 and 922-073-024 for the Murrieta Creek Phase II Project (Project);
3. Approve the Agreement for Sale and Purchase of Real Property between the Riverside County Flood Control and Water Conservation District (District) and the City of Temecula, and authorize the Chair of the Board to execute the same on behalf of the District;
4. Authorize the General Manager-Chief Engineer 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.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

2/17/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 23, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 771,136	\$ 0	\$ 771,136	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25170-947520-540040			Budget Adjustment: No	
Construction/Maintenance/Misc/Land			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District has been working with the U.S. Army Corps of Engineers (Corps) on the Project, which is to reduce the potential threat of future flooding along Murrieta Creek in the southwest area of Riverside County. The Corps is constructing flood control facilities. The Project is comprised of several funding sources, including local participation by the Cities of Temecula and Murrieta. The City of Temecula (City) is a local participant in this Project, pursuant to that certain Cooperative Agreement, dated January 11, 2004, approved by this Board on January 11, 2005. The acquisition of real property is required by the District to operate and maintain the project.

The purpose of this action is to finalize the acquisition in fee for RCFC Parcel Nos. 7021-18A1 and 7021-32A (Property) lying adjacent to APNs 922-046-025 and 922-073-024. The Property is owned by the City and is located within the city limits within the area known as River Street and lies within the 100-year floodplain. Due to the federal funding component on the Project and in order to keep construction on schedule, the District and the City entered into a Possession and Use Agreement that was approved by this Board on November 4, 2014. Said Possession and Use Agreement allowed the District to take possession of the property, continue its negotiations regarding market value.

A Purchase and Sale Agreement has been negotiated with the City in the amount of \$771,136.16. The above total purchase price is comprised of the property purchase price of \$343,944.00 and approximately 54% of the Cost-to-Cure amount (equaling \$427,192.16) for the City to reconfigure a privately maintained parking lot on adjacent City property. This Cost-to-Cure amount takes into consideration the parking spaces that were encroaching onto the property to be acquired by the District which were impacted. The cost to cure consists of administration costs in the amount of \$62,216.64, design costs in the amount of \$43,284.78 and construction costs in the amount of \$321,690.74.

The property to be acquired contains approximately 0.74 acre or 32,314 square feet.

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CEQA Findings

Pursuant to California Environmental Quality Act (CEQA), the District prepared an EIR for the Project which was certified by this Board of Supervisors on January 28, 2003 and a Supplemental EIR which was certified by this Board of Supervisors on August 5, 2014 (SCH#2000071051). The scope of the EIRs included acquisition of real property necessary to implement the Project. As such, the District finds that these environmental documents adequately cover the Project, therefore, nothing further under CEQA is required.

Resolution F2021-10 and the Agreement have been approved as to form by County Counsel.

Impact on Residents and Businesses

This Project will reduce flooding in the Old Town area of the city, thereby protecting property and citizens.

ATTACHMENTS:

1. Resolution No. F2021-10
2. Agreement for Purchase and Sale of Real Property
3. Legal Description
4. Parking Lot Reconfiguration Exhibit
5. Cost to Cure Construction Cost Breakdown
6. Vicinity Map

P8/229039

JP:rlp

 _____ Jason Farin, Principal Management Analyst	 _____ 3/16/2021	 _____ Gregory L. Priamos, Director County Counsel	 _____ 3/11/2021
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BOARD OF SUPERVISORS**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT****RESOLUTION NO. F2021-10**

**AUTHORIZATION TO PURCHASE FEE SIMPLE INTEREST IN
REAL PROPERTY, RCFC PARCEL NOS. 7021-18A1 AND 7021-32A, LOCATED IN
THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADJACENT TO
ASSESSOR'S PARCEL NUMBERS 922-046-025 AND 922-073-024 FOR THE
MURRIETA CREEK PHASE IIA PROJECT; CEQA FINDING OF NOTHING
FURTHER IS REQUIRED; PROJECT NO. 7-0-00021**

WHEREAS, the Riverside County Flood Control and Water Conservation District
("District") has been working with the U.S. Army Corps of Engineers on the Murrieta Creek Flood
Control, Environmental Restoration and Recreation Project, which is to reduce the potential threat
of future flooding along Murrieta Creek in the southwest area of Riverside County; and

WHEREAS, the U.S. Army Corps of Engineers is constructing certain flood control
facilities known as the Murrieta Creek, Phase IIA Project (Project) and the District needs to acquire
certain real property interests in order to implement the Project pursuant to that certain Project
Cooperation Agreement dated September 11, 2003 and approved by this Board on September 9,
2003, between the District and the U.S. Army Corps of Engineers; and

WHEREAS, the City of Temecula (City) is a local participant in this Project pursuant to
that certain Cooperative Agreement dated January 11, 2004 and approved by this Board on January
11, 2005, between the District, the City and the City of Murrieta; and

WHEREAS, the City is the record fee owner of that certain approximate .74 acre (32,314
sq. ft.) real property which extends northwesterly within Murrieta Creek from its intersection with
the northwest line of First Street, also referred to as District Parcel Nos. 7021-18A1 and 7021-32A
(RCFC Parcel Nos. 7021-18A1 and 7021-32A), more particularly described on Exhibit "A" hereto
and depicted on Exhibit "B" both of which are incorporated herein by this reference, and also

03.23.2021 11.2

FORM APPROVED COUNTY COUNSEL
BY: WESLEY W. STANFIELD DATE 3/10/2021

1 identified as being adjacent to Riverside County Assessor Parcel Numbers 922-046-025 and 922-
2 073-024; and

3 **WHEREAS**, the District desires to acquire from the City and the City desires to grant to
4 the District a fee interest in RCFC Parcel Nos. 7021-18A1 and 7021-32A to facilitate the District's
5 maintenance of the Project; and

6 **WHEREAS**, due to the federal funding component of the Project and in order to keep
7 construction on schedule, the District and the City entered into a Possession and Use Agreement
8 approved by this Board of Supervisors on November 4, 2014; and

9 **WHEREAS**, said Possession and Use Agreement allowed the District to take possession
10 of the property, continue its negotiations regarding market value and commence construction of
11 the improvements; and

12 **WHEREAS**, the District and the City have negotiated the terms and conditions of the
13 acquisition of the Rights and now desire to enter into an Agreement for Sale and Purchase of Real
14 Property (Agreement); and

15 **WHEREAS**, the District, as Lead Agency for CEQA purposes, has subsequent approvals
16 for the Project, such as authorizing the acquisition of real property interests, located in the city of
17 Temecula, State of California, in order to implement the Project; and

18 **WHEREAS**, the acquisition of the Rights to the Property is a subsequent discretionary
19 action contemplated for the Project and was analyzed in the previously certified Environmental
20 Impact Report (EIR) certified by this Board on January 28, 2003 and a Supplemental
21 Environmental Assessment/Environmental Impact Report (SCH#2000071051) (SEA/EIR)
22 certified by this Board on August 5, 2014.

23 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
24 Board of Supervisors of the District (Board) in regular session assembled on March 23, 2021, in
25 the meeting room of the Board of Supervisors located on the 1st Floor of the County Administrative

1 Center at 4080 Lemon Street, Riverside, California, that this Board, based upon the evidence and
2 testimony presented on the matter, both written and oral, including the documents as they relate to
3 this Authorization to Purchase Fee Simple Interest in Real Property (Purchase), has determined
4 the following:

- 5 1. The Board has evaluated the proposed acquisition of the rights in the Property from the
6 City and determined the proposed acquisition is consistent with and included in all
7 substantive respects of the Project approved by the District; and
8
- 9 2. Based on the review of the EIR and SEA/EIR, the environmental impacts of the
10 acquisition have been sufficiently assessed in the EIR and SEA/EIR, and it has been
11 determined that the acquisition would not have a significant effect on the environment
12 based upon substantial evidence in light of the whole record; and
13
- 14 3. There are no substantial changes in the Project, including this acquisition, no
15 substantial changes in circumstances or no new information that would require the
16 preparation of subsequent negative declaration of other environmental
17 assessment/documentation, pursuant to CEQA and Section 15162 of the CEQA
18 Guidelines; and
- 19 4. Nothing further is required and no new environmental documentation is warranted
20 because 1) all potentially significant impacts of the project have been adequately
21 analyzed in an earlier EIR and SEA/EIR pursuant to legal standards; 2) all potentially
22 significant effects of the project have been avoided or mitigated pursuant to the earlier
23 EIR and SEA/EIR; 3) the project will not result in any new significant environmental
24 effects not identified in the earlier EIR and SEA/EIR; 4) the project will not
25 substantially increase the severity of the environmental effects identified in the earlier
26 EIR and SEA/EIR; 5) no considerably different mitigation measures have been
27 identified; and 6) no mitigation measures found infeasible have become feasible.
28

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the vote of the Board that this Board authorizes the purchase of a Fee Interest in certain real property known as RCFC Parcel Nos. 7021-18A1 and 7021-32A located in the city of Temecula, County of Riverside, State of California, identified as being adjacent to Assessor's Parcel Numbers 922-046-025 and 922-073-024, more particularly described on Exhibits "A" and "B", for a total price of \$771,136.16 from the owner, the City of Temecula, pursuant to the terms and condition of the Agreement.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Sale and Purchase of Real Property between the District and the City is hereby approved and the Chair of the Board of Supervisors of the District is authorized to execute said Agreement on behalf of the District.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer certify acceptance of any documents conveying the fee simple interest in real property in favor of the District to complete the purchase and for recordation.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED 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 interest and this transaction.

ROLL CALL:

Ayes:	Jeffries, Spiegel, Washington, Perez and Hewitt
Nays:	None
Absent:	None

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 R. HARPER - Clerk of said Board

By  Deputy

Exhibit "B"

**Murrieta Creek
Parcel 7021-32A**

Being a portion of River Street as shown on the map of the Town of Temecula Map Book 15, Page 726, records of San Diego County, California, all within the city of Temecula, Riverside County, California, described as follows:

All of Parcel 7021-32 as shown on Record of Survey Book 119, Pages 40 through 44, inclusive, records of Riverside County, California;

Excepting therefrom the Northeasterly 5.00 feet of said parcel as shown on said Record of Survey.




MARTIN J. KELLER

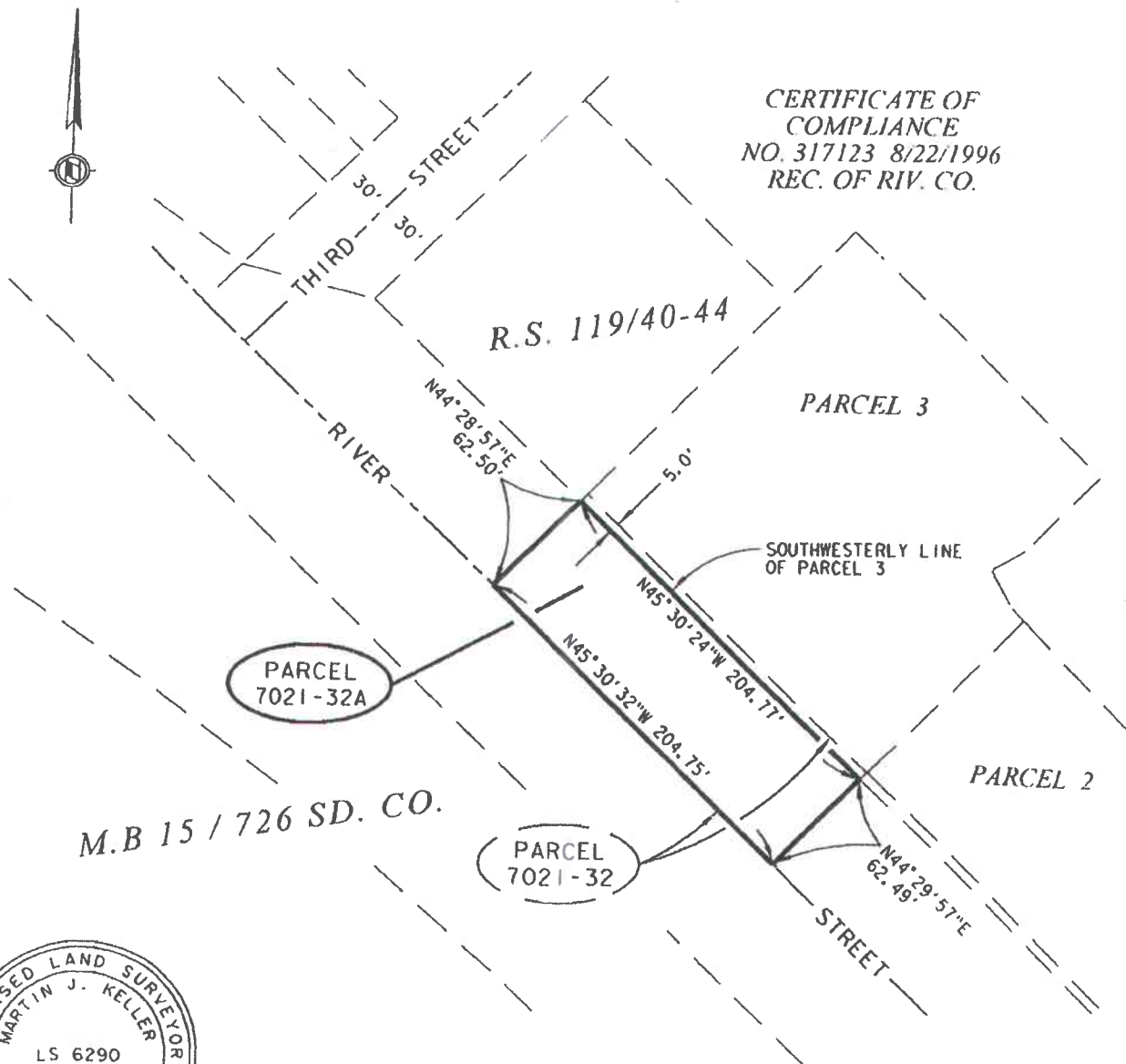
Land Surveyor No. 6290

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 10-6-09

BEING A PORTION OF RIVER STREET AS SHOWN ON THE MAP OF THE TOWN OF TEMECULA
 MAP BOOK 15, PAGE 726, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALL
 WITHIN THE CITY OF TEMECULA, RIVERSIDE COUNTY, CALIFORNIA.

CERTIFICATE OF
 COMPLIANCE
 NO. 317123 8/22/1996
 REC. OF RIV. CO.



M. J. Keller
 DATE: 10-6-09

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

MURRIETA CREEK

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 7021-32A

SCALE:

NO SCALE

DATE:

SEP-30-2009

PREPARED BY:

DAC

SHEET NO.

1 OF 1

Exhibit "A"

**Murrieta Creek
Parcel 7021-18A1**

Being a portion of River Street as shown on the map of the Town of Temecula Map Book 15, Page 726, records of San Diego County, California, all within the city of Temecula, Riverside County, California, described as follows:

All of Parcel 7021-18A as shown on Record of Survey Book 119, Pages 40 through 44, inclusive, records of Riverside County, California;

Excepting therefrom the Northeasterly 5.00 feet of said parcel as shown on said Record of Survey.

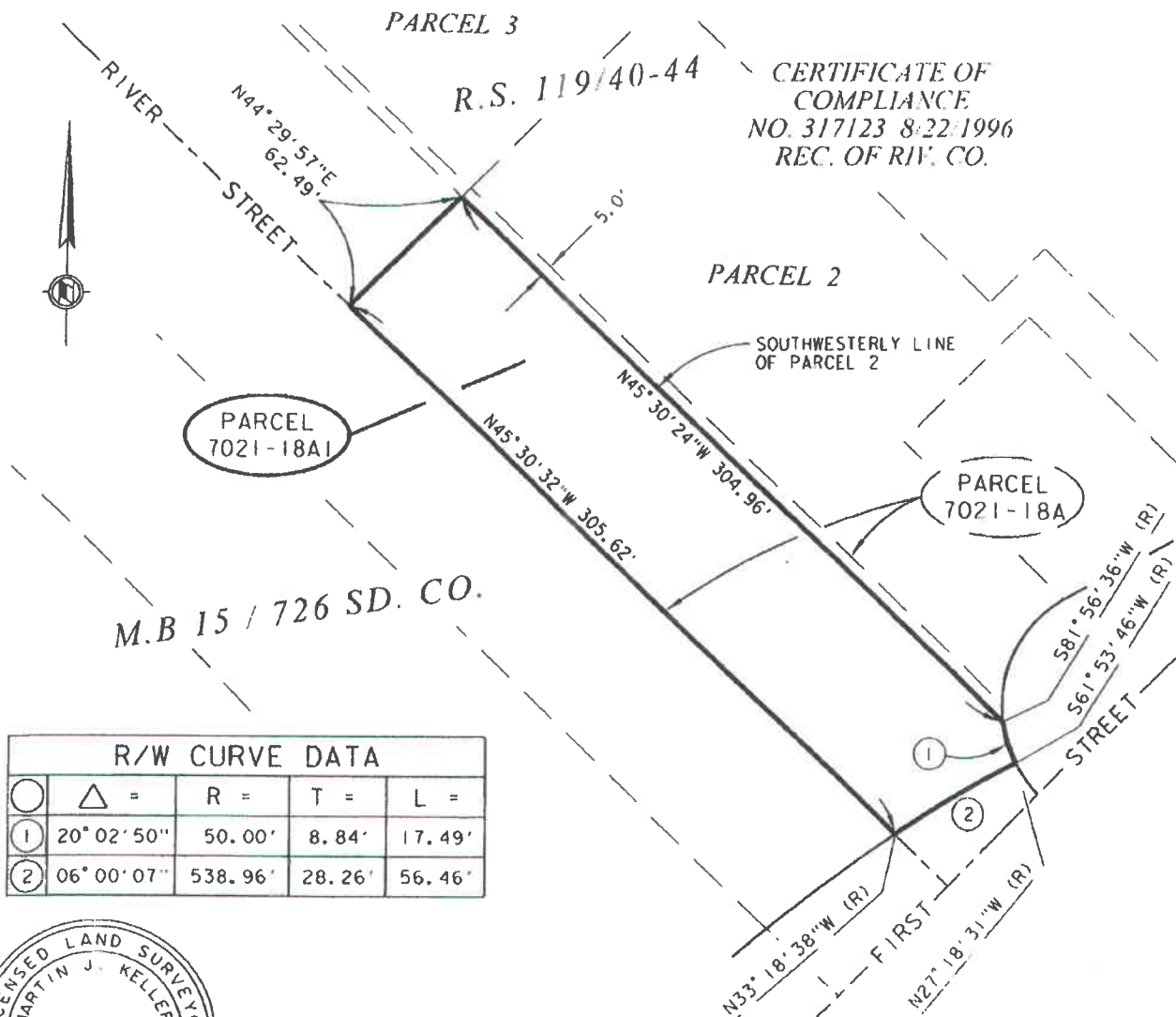



MARTIN J. KELLER

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

Date: 10-6-09

BEING A PORTION OF RIVER STREET AS SHOWN ON THE MAP OF THE TOWN OF TEMECULA
 MAP BOOK 15, PAGE 726, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALL
 WITHIN THE CITY OF TEMECULA, RIVERSIDE COUNTY, CALIFORNIA.



R/W CURVE DATA				
○	△ =	R =	T =	L =
1	20° 02' 50"	50.00'	8.84'	17.49'
2	06° 00' 07"	538.96'	28.26'	56.46'



[Signature]
 DATE: 10-6-09

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

PROJECT NAME:

MURRIETA CREEK

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 7021-18A1

SCALE:

NO SCALE

DATE:

SEP-30-2009

PREPARED BY:

DAC

SHEET NO.

1 OF 1

Adjacent to APNs 922-073-024 and 922-046-025
RCFC Parcel Nos. 7021-18A1 and 7021-32A
Project: Murrieta Creek Phase II
Project No. 7-0-00021

**AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS BETWEEN
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
AND THE CITY OF TEMECULA**

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this 23rd, day of March, 2021 ("Effective Date"), by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, (hereinafter called "District" or "Buyer") and the **CITY OF TEMECULA, a municipal corporation**, (hereinafter called "Seller" or "City") for acquisition by Buyer from Seller of certain real property interests hereinafter set forth. The City and the District are referred to below collectively as the "Parties".

RECITALS

- A. The District has been working with the U.S. Army Corps of Engineers on the Murrieta Creek Phase II ("Project"), which would reduce the potential threat of future flooding along Murrieta Creek in the Southwest area of Riverside County.
- B. The Project is comprised of several funding sources, including local participation by the Cities of Temecula and Murrieta ("Local Share").
- C. The District wishes to acquire in fee an approximate 32,314 square foot (0.74 acre) portion of the real property commonly known as River Street located in Old Town Temecula. The northeasterly boundary line of the River Street parcel abuts the south westerly boundary lines of Riverside County Tax Assessor's Parcel Numbers (APNs) 922-073-024 and 922-046-025 (also known as Parcels 2 and 3 of that certain Certificate of Compliance No. PA96-0011, recorded August 22, 1996 as Instrument No. 317123 of Official Records). The Litigation Guarantee obtained by the District from Commonwealth Land Title Insurance Company and dated December 30, 2011 identifies the City as the record owner of the River Street Parcel. The approximate 32,314 square foot (0.74 acre) portion of the River Street Parcel is referred to below as the "Subject Property" and is more particularly described in Recital E below.
- D. The Seller desires to sell and the District desires to purchase a portion of the River Street Property in fee as specifically described herein.
- E. "Subject Property" is identified more particularly as follows:

The Subject Property consists of an approximate 32,314 square foot (0.74 acre) portion in fee of the River Street Parcel. The Subject

Property is comprised of District Parcel 7021-18A1 and District Parcel 7021-32A. The portion of the Subject Property identified as District Parcel 7021-32A is described on Exhibit "A" hereto labeled "Murrieta Creek Parcel 7021-32A" and is depicted on Exhibit "B" to this Agreement labeled "Depiction of District Parcel 7021-32A". The portion of the Subject Property identified as District Parcel 7021-18A1 is described on Exhibit "A-1" to this Agreement labeled "Murrieta Creek Parcel 7021-18A1" and is depicted on Exhibit "B-1" hereto labeled "Depiction of District Parcel 7021-18A1". Exhibits "A", "B", "A-1", and "B-1" are attached hereto and incorporated herein by this reference.

- F. The Seller is a local participant in this Project pursuant to that certain Cooperative Agreement titled Joint Funding of Murrieta Creek Flood Control, Environmental Restoration and Recreation Project dated January 11, 2005 between the District, the City of Temecula and the City of Murrieta.
- G. Buyer and Seller entered into an Agreement for Possession and Use with an effective date of possession of November 4, 2014 that authorized Buyer to possess and use the Subject Property to construct the necessary improvements for the Project. As of the Effective Date, Buyer has completed the improvements for the Project, except for a headwall and landscaping that will be constructed on several properties.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties mutually agree as follows:

- 1. AGREEMENT TO SELL AND PURCHASE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City agrees to sell to the District and the District agrees to purchase from the City, upon the terms and for the consideration set forth in this Agreement, the following fee interests in the Subject Property.
- 2. PURCHASE PRICE. The total purchase price that the District will pay to the City for the Subject Property is the sum of Three Hundred Forty-three Thousand Nine Hundred forty-four Dollars (\$343,944) (referred to below as the "Purchase Price"). Said Purchase Price includes the fair market value of the land comprising the Subject Property and the improvements in that area.

The Purchase Price of \$343,944 is broken down as follows:

4,902 flat area currently used for parking (4,902 sf @ \$45.00 psf x 100%)	\$220,590
27,412 square foot area located within River Street in floodplain (27,412 sf @ \$45.00 psf x 10%)	\$123,354

The Purchase Price for the Subject Property shall be paid by District to the City in cash at the Close of Escrow (as defined in Section 5 below). The District shall deposit into escrow the \$343,944 Purchase Price before the Close of Escrow.

3. COST-TO-CURE DAMAGES. The District's acquisition of the Subject Property will result in a loss of parking spaces located along the northeasterly line of the Subject Property. In consideration for the City's conveyance of the Subject Property to the District and to mitigate the impact of the loss of parking located on the Subject Property, the District shall pay to Seller in cash at the Close of Escrow, as defined below, the sum of Four Hundred Twenty-Seven Thousand One Hundred Ninety-Two Dollars and Sixteen Cents (\$427,192.16) (referred to below as "Cost-to-Cure"), which represents the estimated cost-to-cure damages including a 20% contingency on construction costs for the City's reconfiguration of the parking lot on the remaining portions as shown roughly on the site plan attached as Exhibit "C" hereto titled "Initial Condition". The \$427,192.16 Cost-to-Cure consists of \$62,216.64 in administration costs, \$43,284.78 in design costs, and \$321,690.74 for construction costs. The District shall deposit into escrow \$427,192.16 before the Close of Escrow. The Parties agree and acknowledge that the City's actual costs to reconfigure the parking lot and the actual number of parking spaces and configuration of the parking lot in the remaining portions may differ from that shown on Exhibit "C" based on the final design, fire department clearances, topography of the site, site conditions and other related matters. The Parties further acknowledge that the final parking lot reconfiguration may result in more or less parking spaces than those shown on Exhibit "C" hereto. The City will provide to the District a copy of the final design of the parking lot reconfiguration prior to commencing the construction for the reconfiguration. The City agrees that it will reimburse to the District the difference between the Cost-to-Cure and the City's actual parking lot reconfiguration costs if the City's actual costs are less than the \$427,192.16 Cost-to-Cure within thirty business days of the date the City pays the final invoices for the parking lot reconfiguration.

Cost to Cure Price of \$427,192.16 is broken down as follows:

Administration Costs	\$62,216.64
Design Costs	\$43,284.78
Construction Costs	\$321,690.74

The total consideration for the Subject Property consists of the sum of the Purchase Price and the Cost-to-Cure as described in this Section 3 ("Total Consideration"). The Total Consideration for the Subject Property is Seven Hundred Seventy-One Thousand One Hundred Thirty-Six Dollars and Sixteen Cents (\$771,136.16).

4. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for the Subject Property. Escrow Holder will also request two copies each of all instruments 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 fee title to the Subject Property at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price (the "Policy"). Buyer shall pay for the cost of the Policy. The Policy provided for pursuant to this Section will insure Buyer's interest in the Subject Property free and clear of all monetary liens and encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Subject Property;
 - B. Those non-monetary exceptions not objected to by Buyer within ten (10) business days after the date Buyer receives the title commitment and legible copies of all instruments noted as exceptions therein. If Buyer 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 of no further force or effect. If Buyer conditionally disapproves any such exceptions, then Seller will use Seller's best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, Buyer may, at Buyer's option, either accept the Subject Property subject to such encumbrances, 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 interest in the Subject Property will be free and clear of all monetary encumbrances.
 - C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California.
 - D. Quasi-public utility, public utility, public alley, public street easements, and rights of way of record.
 - E. Taxes: All other taxes owed whether presently current or delinquent are to be CURRENT at the Close of Escrow.
5. ESCROW. The Parties hereby establish an escrow ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed certified copy of this Agreement by Buyer and Seller. The Parties shall open an 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 delivered and 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 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 of sale:

- A. Escrow Holder shall prorate any taxes between Buyer and Seller so that Seller is responsible for any taxes up to, but not including the date of apportionment and Buyer is responsible for any taxes from, and including the date of apportionment. The date of apportionment is the November 4, 2014 effective date of possession pursuant to the Agreement for Possession and Use entered into between the Parties.
- B. Escrow Holder is authorized to and shall charge Seller the amounts needed to place title in the condition necessary to satisfy Section 4 of this Agreement, excluding any penalty for prepayment to any lien holder in compliance with Section 1265.240 of the California Code of Civil Procedure. Escrow Holder shall notify Seller in writing of such charges prior to disbursing funds to clear any monetary encumbrances.
- C. Escrow Holder is authorized to and shall charge Buyer for any fees, charges and costs payable under Section 7 of this Agreement.
- D. Escrow Holder is authorized to and shall disburse funds and record the Grant Deed in the Official Records of the County of Riverside when Buyer and Seller have fulfilled the conditions of this transaction.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, the escrow instructions must be in writing.

- 6. NECESSARY INSTRUMENTS. Seller will execute and deposit with Escrow Holder a Grant Deed, in the form attached as Exhibit "D" hereto before Close of Escrow. The Parties will also deposit with Escrow Holder prior to the Close of Escrow the Consent of First & Front, a California General Partnership Regarding Real Property Conveyance discussed in Section 11.A.iii. below. Buyer and Seller agree to provide any additional instruments as may be necessary to complete this transaction. Buyer and Seller hereby agree to cooperate with the execution of all documents necessary to complete the transfer of the Subject Property, including, but not limited to, any supplemental instructions required to complete the transaction.
- 7. FEES, CHARGES AND COSTS. Buyer agrees to pay all of Buyer's and Seller's usual escrow fees, charges and costs that arise in this transaction.
- 8. POSSESSION OF SUBJECT PROPERTY AND DUE DILIGENCE TESTING. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the Subject Property by Buyer, including the right to conduct any due diligence activities, environmental testing, inspections of the Subject Property, and the right to remove and dispose of improvements in the area of the Subject Property,

commenced on the November 4, 2014 effective date of possession pursuant to the Agreement for Possession and Use of the Subject Property entered into between the Parties.

9. WARRANTIES AND REPRESENTATIONS OF SELLER.

- A. Seller represents and warrants that to the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign as of the date of this Agreement.
- B. Seller represents and warrants that until the Close of Escrow, Seller shall maintain the Subject 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 Subject Property.
- C. Seller represents and warrants that to the best of Seller's knowledge, there are no encroachments onto the Subject Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- D. Seller represents and warrants that Seller has good and marketable title to the Subject Property. Seller has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Subject Property owned or claimed by anyone other than Seller. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Subject Property, except as disclosed by this Agreement or otherwise in writing to Buyer. There are no unsatisfied mechanics' or materialmen's lien rights on the Subject Property. No assessment lien or bond encumbers the Subject Property, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the Property and shall not do anything that would impair Seller's title to any of the Subject Property.
- E. Seller represents and warrants that to the best of Seller's knowledge, and subject to Section 9.G., neither the execution of the this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Subject Property may be bound.
- F. Seller represents and warrants that until the Close of Escrow, Seller shall not do anything that would impair Seller's title to any of the Subject Property.
- G. Seller represents and warrants that it has disclosed to Buyer the existence of the recorded Agreement and Grant of Real Property Subject to and Reserving Parking Easement recorded on May 13, 1999 as Document No. 1999-208241 of Official Records of the County of Riverside ("Parking Agreement").
- H. Seller represents and warrants that until the Close of Escrow, Seller shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 9 not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

- I. Seller represents and warrants that it did not use, generate, release, discharge, store or dispose of any Hazardous Materials (as defined below) on, or under, in or about the Subject Property or transport any Hazardous Materials to or from the Subject Property and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about the Subject Property prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under 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), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Chapter 11 of Title 22 of the California Code of Regulations, Division 4.5, (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1321), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).
- J. Seller represents that to the best of Seller's knowledge, the Subject Property is in compliance with all applicable statutes and regulations, including environmental, health and safety requirements.
- K. This Agreement and the performance of Seller's obligations under it and all documents executed by Seller that are to be delivered to Buyer at the Closing are, or on the Closing Date will be, duly authorized, executed, and delivered by Seller and are, or at the Closing Date will be, legal, valid, and binding obligations of Seller, and do not, and on the Closing Date, will not, violate any provision of any agreement or judicial order to which Seller is a party to which Seller or the Subject Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Seller to enter into and/or to perform Seller's obligations under this Agreement, except as otherwise set forth in this Agreement.
10. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

- A. Buyer has taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.
- B. Buyer has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and consummate the transaction contemplated herein.
- C. Buyer is aware of and has reviewed the Parking Agreement described above in Section 9.G. Buyer revised the description of the original property interests it sought to acquire for the Project and excepted out a five-foot wide area from the Larger Parcel to eliminate any impact to the parking spaces located on Parcels 2 or 3 described in said Parking Agreement. Buyer represents and warrants that Buyer's acquisition of the Subject Property will not impact the existing parking spaces located on Parcels 2 or 3 of the Parking Agreement. The acquisition of the Subject Property will eliminate the parking spaces located in the area of the Subject Property. Accordingly, the Total Consideration includes Cost-to-Cure Damages to reconfigure the parking lot to mitigate the impact of the loss of parking in connection with the District's acquisition of the Subject Property.

11. CLOSING CONDITIONS.

- A. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
 - i. Seller shall convey to Buyer marketable title to the Subject Property by execution and delivery with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "D", ("Deed") by this reference incorporated herein.
 - ii. Buyer has altered the physical condition of the Subject Property by constructing improvements thereon in connection with the Project pursuant to the Agreement for Possession and Use entered into between the Parties. Seller will not make any alterations to the condition of the Subject Property from the Effective Date to the Closing Date.
 - iii. 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, including the Consent of First & Front, a California General Partnership Regarding Real Property Conveyance, the form of which is attached as Exhibit "E" hereto, and incorporated herein by this reference. The deposit of said Consent into Escrow is considered a condition precedent hereto for the benefit of both Buyer and Seller. If this condition precedent is not satisfied by the Close of Escrow, Buyer and Seller each shall have the right in their sole discretion either to waive in writing said condition precedent and proceed with the purchase and sale or terminate this Agreement. In such case, Buyer shall have the right to file a Complaint in Eminent Domain for the acquisition of the Subject Property.

The City agrees not to challenge the right to take in any such eminent domain proceeding.

- iv. 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.
 - v. Except as set forth in Section 11 A.iii., 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.
12. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:
- A. SELLER shall pay or be charged:
 - i. If applicable, all costs associated with removing any debt encumbering the Property;
 - B. BUYER shall pay or be charged:
 - i. Escrow fees and costs;
 - ii. Cost of the CLTA Standard coverage policy;
13. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.
14. RELEASES. The Parties acknowledge and agree as follows:
- A. Buyer has had, or will have adequate opportunity to complete all physical and financial inspections, investigations and examinations of the Subject Property that it deems necessary and will be acquiring the Subject Property solely on the basis of, and in reliance upon, the same and the protection afforded by the Policy.
 - B. Subject to the representations and warranties set forth in Section 9, Buyer will be purchasing the Subject Property on an "AS IS, WHERE IS" BASIS". Except for the representations and warranties set forth in Section 9.I., Buyer is not relying on and Seller has not made any warranties of any kind or character with respect to the environmental, soils, seismic or geotechnical condition of the Subject Property regarding Seller's own use of the Subject Property. Further, Buyer is not relying on, and Seller has not made and is not making any representations or warranties of any kind or character whatsoever with respect to the environmental, soils, seismic or geotechnical condition of the Subject Property based on the use of the Subject

Property by any previous owner or occupant, including any use, generation, release, discharge, storage, or disposal of any Hazardous Materials, as defined above, on, under, in or about the Subject Property or transportation of any Hazardous Materials to or from the Subject Property by any previous seller or occupant of the Subject Property.

15. INDEMNITY

A. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including reasonable attorneys' fees), resulting from, arising out of or based on any breach of Seller's warranties in Section 9.A. to 9.K. hereof. This indemnity extends only to liability created prior to or up to Close of Escrow. Neither Buyer nor Seller shall be responsible for acts or omissions to act after close of this transaction.

B. Buyer agrees to indemnify, defend and hold Seller harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including reasonable attorneys' fees), resulting from, arising out of or based on any breach of Buyer's warranties in Section 10.A. to 10.C. hereof.

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

17. NOTICES. All notices and demands shall be given in writing by personal delivery, certified mail, postage prepaid, and return receipt requested, or by overnight mail. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective party. The Parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

Seller: City of Temecula
41000 Main Street
Temecula, CA 92590
Attention: City Manager

COPY TO: Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Attention: Peter M. Thorson, City Attorney

Buyer: Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attention: Jason E. Uhley, General Manager-Chief Engineer

COPY TO: Riverside County Counsel's Office
3960 Orange Street, Suite 500
Riverside, CA 92501-3674
Attention: Wesley Stanfield, Deputy County Counsel

ESCROW
HOLDER Lawyers Title Company
3480 Vine Street, Suite 100
Riverside, CA 92507
Phone: 951.248.0660

18. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. Seller will provide to Buyer within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3-8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- B. Default. In the event of a material breach or material default under this Agreement by either the Buyer or Seller, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Subject Property, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if the Buyer is the non-defaulting party, the Buyer shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.
- C. Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only when duly executed by both the Buyer and Seller and deposited with Escrow Holder.
- E. 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.

- F. 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.
- G. 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.
- H. Entire Agreement. This Agreement contains the entire agreement between the undersigned Parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof Seller and Buyer acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person who is not contained herein shall be valid or binding on Seller or the Buyer.
- I. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.
- J. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow company's general Escrow instructions.
- K. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
- L. Interpretation and Construction. The Parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

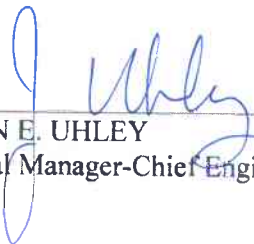
- M. Assignment. Buyer may assign its rights under this Agreement or may designate a nominee to acquire the Subject Property, provided, however, that any such assignment or designation shall not relieve Buyer of any of its obligations under this Agreement.

(Signatures on following pages)

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the day and year set forth above.

RECOMMENDED FOR APPROVAL:

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

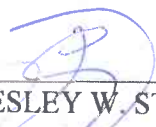
By:
KAREN SPIEGEL, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

Date: 2/4/2021

Date: Karen S. Spiegel

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: 
WESLEY W. STANFIELD
Deputy County Counsel

By: 
Deputy

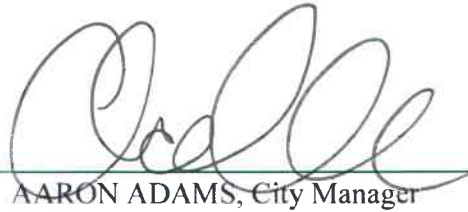
(Seal)

Adjacent to APNs 922-073-024 and 922-046-025
RCFC Parcel Nos. 7021-18A1 and 7021-32A
Project: Murrieta Creek Phase II
Project No. 7-0-00021

SELLER:

CITY OF TEMECULA, a municipal corporation

By: _____


AARON ADAMS, City Manager

Date: _____

9/3/20

APPROVED AS TO FORM:
PETER M. THORSEN
City Attorney

ATTEST:
RANDI JOHL
City Clerk

By: _____



By: _____



Adjacent to APNs 922-073-024 and 922-046-025
RCFC Parcel Nos. 7021-18A1 and 7021-32A
Project: Murrieta Creek Phase II
Project No. 7-0-00021

Exhibit "A"
Legal Description of District Parcel 7021-32A

Exhibit "A"

Murrieta Creek
Parcel 7021-32A

Being a portion of River Street as shown on the map of the Town of Temecula Map Book 15, Page 726, records of San Diego County, California, all within the city of Temecula, Riverside County, California, described as follows:

All of Parcel 7021-32 as shown on Record of Survey Book 119, Pages 40 through 44, inclusive, records of Riverside County, California;

Excepting therefrom the Northeasterly 5.00 feet of said parcel as shown on said Record of Survey




MARTIN J. KELLER

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

Date: 10-6-09

Exhibit "B"
Depiction of District Parcel 7021-32A

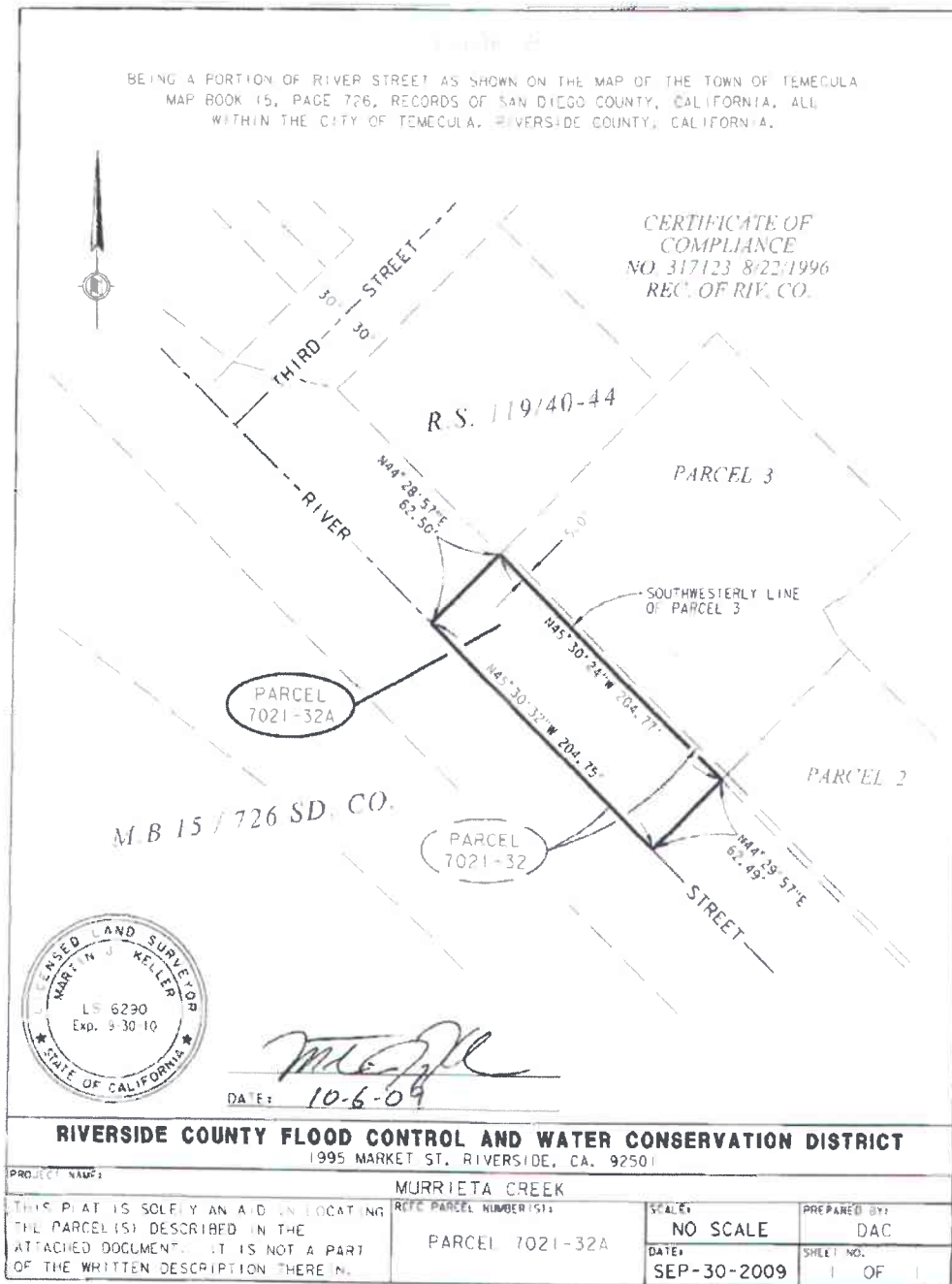


Exhibit "A-1"
Legal Description of District Parcel 7021-18A1

Exhibit "A"

Murrieta Creek
Parcel 7021-18A1

Being a portion of River Street as shown on the map of the Town of Temecula Map Book 15, Page 726, records of San Diego County, California, all within the city of Temecula, Riverside County, California, described as follows:

All of Parcel 7021-18A as shown on Record of Survey Book 119, Pages 40 through 44, inclusive, records of Riverside County, California;

Excepting therefrom the Northeasterly 5.00 feet of said parcel as shown on said Record of Survey.




MARTIN J. KELLER

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

Date: 10-6-09

Exhibit "B-1"
Depiction of District Parcel 7021-18A1

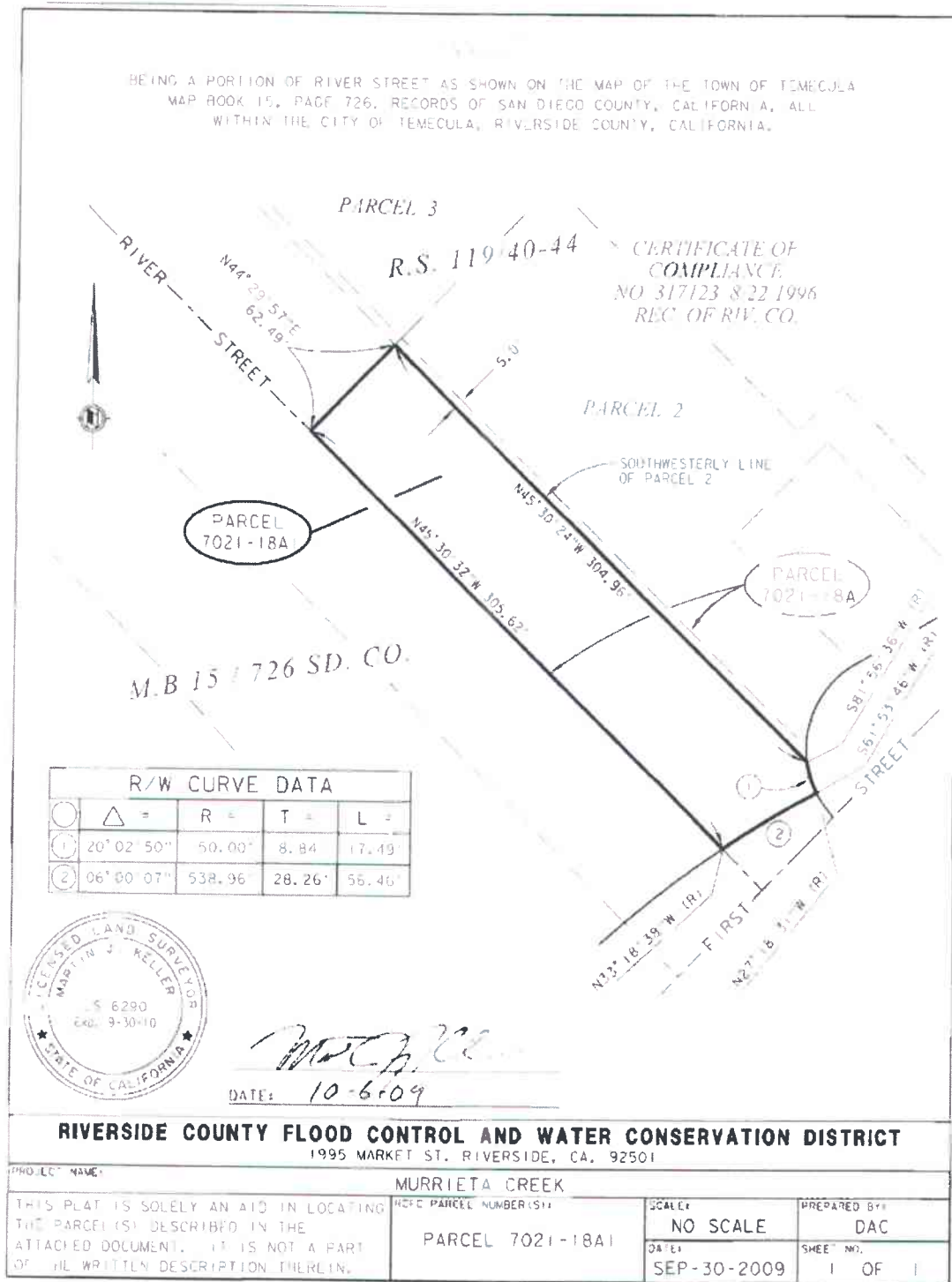
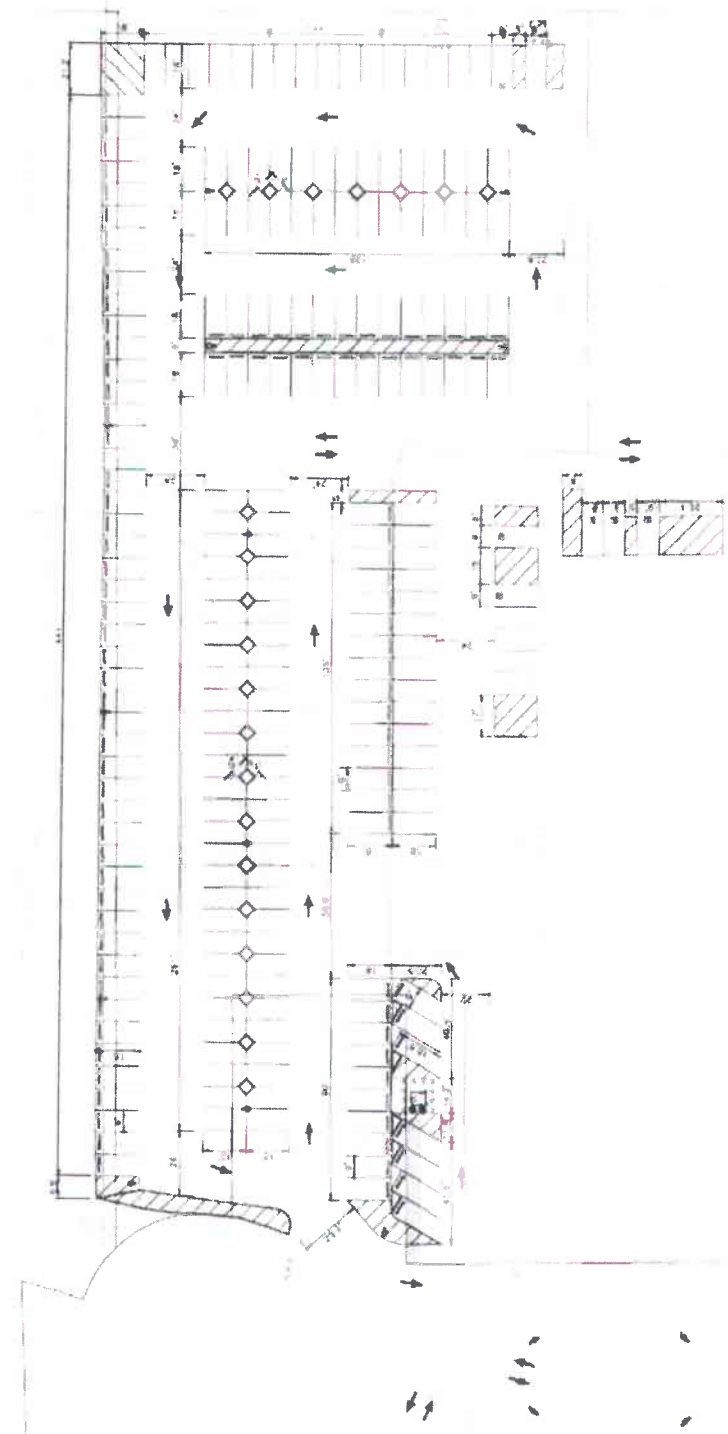


Exhibit "C" Rough Depiction of Parking Lot Reconfiguration

EXHIBIT "A"



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501
Attention: Jason E. Uhley, General
Manager-Chief Engineer

WITH A CONFORMED COPY TO:
City of Temecula
41000 Main Street
Temecula, California 92590
Attention: City Clerk

[SPACE ABOVE FOR RECORDER'S USE ONLY]

This Instrument is for the benefit of the Riverside County Flood Control and Water Conservation District, a body politic, and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

Documentary Transfer Tax: \$0.00

Project: Murrieta Creek Phase II
Project No.: 7-0-00021
7021-32A

RCFC Parcel Nos. 7021-18A1 &

APN: [X] Portions of River Street

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF TEMECULA**, a municipal corporation ("Grantor") hereby grants to the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic ("Grantee") all of Grantor's interest in that certain approximate 32,314 square foot real property referred to as District Parcel 7021-18A1 and District Parcel 7021-32A (collectively "Subject Property"). The Subject Property consists of an approximate 32,314 square foot (0.74 acre) portion in fee of the River Street right of way. The portion of the Subject Property identified as District Parcel 7021-32A is described on Exhibit "A" hereto labeled "Murrieta Creek Parcel 7021-32A" and is depicted on Exhibit "B" to this Agreement labeled "Parcel 7021-32A". The portion of the Subject Property identified as District Parcel 7021-18A1 is described on Exhibit "A-1" to this Agreement labeled "Murrieta Creek Parcel 7021-18A1" and is depicted on Exhibit "B-1" hereto labeled "Parcel 7021-18A1". Exhibits "A" and "B" hereto describing District Parcel 7021-32A and Exhibits "A-1", "B-1" describing District Parcel 7021-18A1,

are attached hereto and incorporated herein by this reference. The Subject Property is located in the City of Temecula, County of Riverside, California, and is a portion of the River Street right of way.

In WITNESS WHEREOF, the Grantor has executed this Grant Deed as of the date set forth below:

Dated: _____

**GRANTOR CITY OF
TEMECULA, a municipal
corporation**

By: _____
Aaron Adams, City Manager

ATTEST:

Randi Johl, City Clerk

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me,

,
Notary Public, (insert name and title of the officer) personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

[District Parcel 7021-18A1 and District Parcel 7021-32A]

This is to certify that the interest in the approximate 32,314 square foot real property conveyed by the attached Grant Deed from Grantor City of Temecula, a municipal corporation, to Grantee Riverside County Flood Control and Water Conservation District, a body politic, is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

Date: _____

By: _____
Jason E. Uhley
General Manager-Chief Engineer

Project: Murrieta Creek Phase II
Project No. 7-0-00021
APN 922-036-037
RCFC Parcel No. 7021-18A1 & RCFC Parcel No. 7021-32A

Grant Deed RCFC Parcels 7021-18A1 and 7021-32A

11086-0638\2444093v1

Exhibit "A"

Exhibit "A"

Murrieta Creek Parcel 7021-32A

Being a portion of River Street as shown on the map of the Town of Temecula Map Book 15, Page 726, records of San Diego County, California, all within the city of Temecula, Riverside County, California, described as follows:

All of Parcel 7021-32 as shown on Record of Survey Book 119, Pages 40 through 44, inclusive, records of Riverside County, California:

Excepting therefrom the Northeasterly 5.00 feet of said parcel as shown on said Record of Survey.




MARTIN J. KELLER

Land Surveyor No. 6290

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 10-6-09

Exhibit "B"

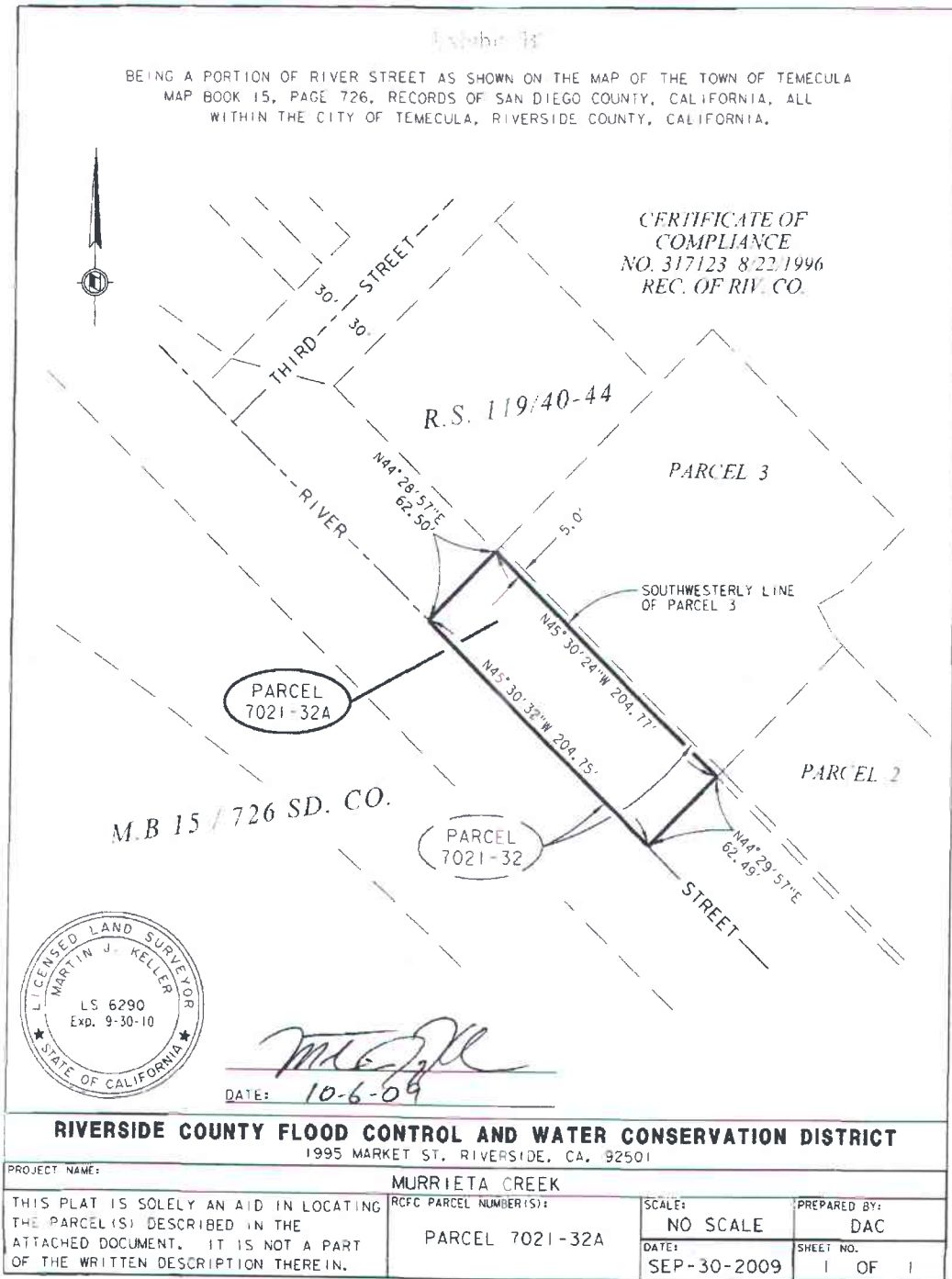


Exhibit "A-1"

Exhibit "A"

**Murrieta Creek
Parcel 7021-18A1**

Being a portion of River Street as shown on the map of the Town of Temecula Map Book 15, Page 726, records of San Diego County, California, all within the city of Temecula, Riverside County, California, described as follows:

All of Parcel 7021-18A as shown on Record of Survey Book 119, Pages 40 through 44, inclusive, records of Riverside County, California;

Excepting therefrom the Northeasterly 5.00 feet of said parcel as shown on said Record of Survey;




MARTIN J. KELLER

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

Date: 10-6-09

Exhibit "B-1"

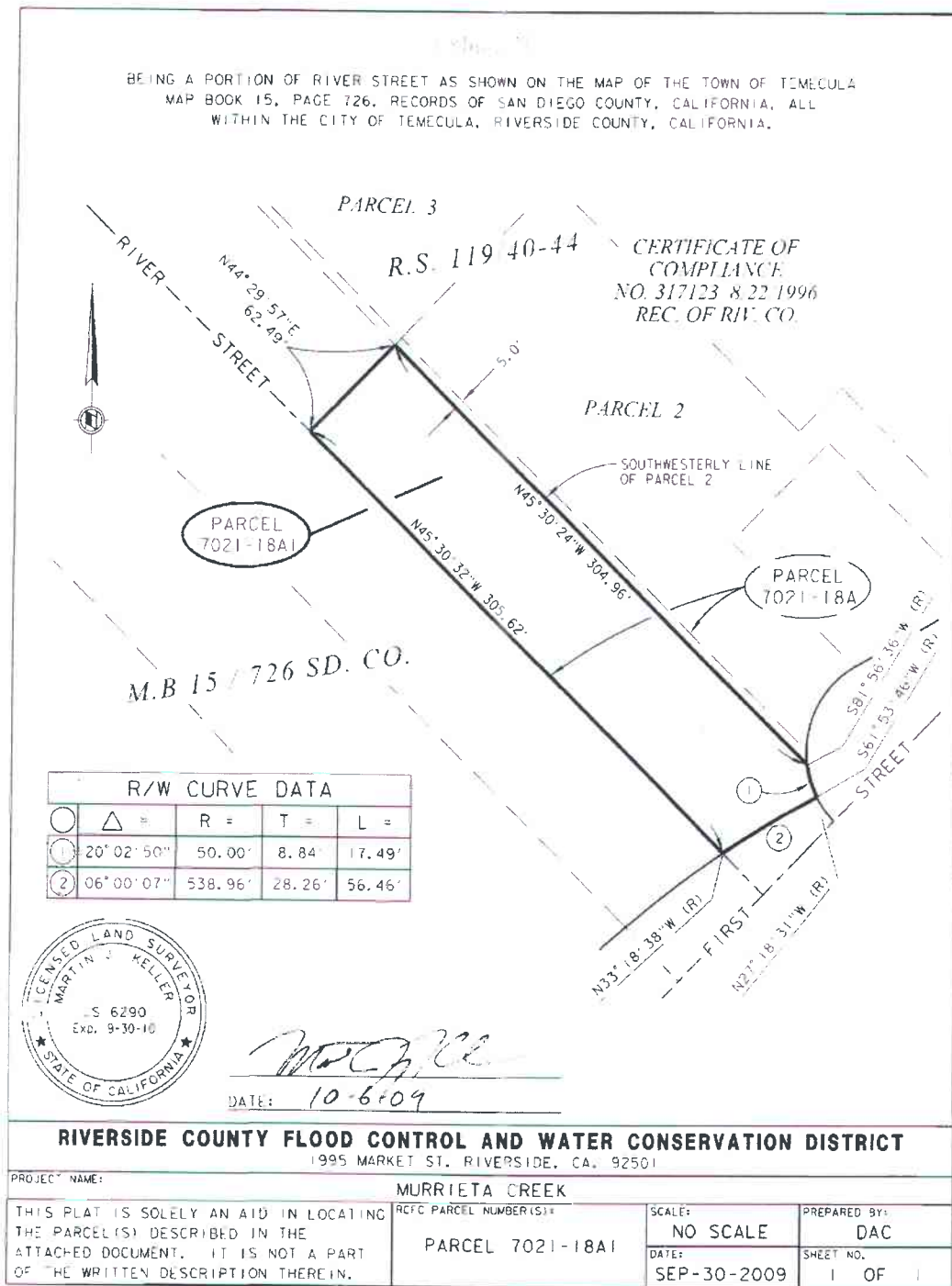


Exhibit "E"
Consent of First & Front Entities

RECORDING REQUESTED BY:

City of Temecula, a municipal corporation

AND WHEN RECORDED RETURN TO:

City of Temecula
Attention: Office of the City Clerk
41000 Main Street
Temecula, California 92590

[SPACE ABOVE FOR RECORDER'S USE ONLY]

[X] All of Assessor's Parcel Numbers 922-073-019, -021, & -024, 922-046-025, 922-100-031 & Portions of River Street right of way located adjacent to APNs 922-073-024 & 922-046-024

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the City of Temecula and is exempt from Recording Fees (Gov't. Code § 27383), Filing Fees (Gov't. Code § 6103), and Documentary Transfer Tax (Rev. & Tax. Code § 11922).

**CONSENT OF FIRST & FRONT, A CALIFORNIA GENERAL PARTNERSHIP
REGARDING REAL PROPERTY CONVEYANCE**

This Consent of First & Front, a California General Partnership Regarding Real Property Conveyance (the "**Consent**") is based on the following:

A. By that certain Agreement and Grant of Real Property Subject to and Reserving Parking Easement recorded on May 13, 1999, as Document No. 1999-208241 of the Official Records of the County of Riverside ("**Parking Agreement**") between First & Front, a general partnership by its general partners Temecula Investment Company, Inc., a California Corporation and Cleveland Investment Co., Inc., a California Corporation ("**First & Front Entities**"), as Grantor, and the City of Temecula, a municipal corporation ("**City**"), as Grantee, the First & Front Entities granted in fee to the City all the interest of the First & Front Entities in that real property referred to as Parcel 2 and Parcel 3 described in the Parking Agreement (sometimes the "**Servient Tenement**") and reserved in favor of the existing and future owners of Parcel 1 described in the Parking Agreement (the "**Dominant Tenement**") and their current and future tenants, servants, visitors, invitees, licensees, visitors of the tenants, invitees of the tenants, and licensees of the tenants of the owners of the Dominant Tenement and successors and assigns an easement for parking and other benefits, as more fully set forth in the Parking Agreement, which is incorporated herein by this reference.

B. Thereafter, on January 15, 2007, the First & Front Entities and the City entered into a certain Settlement and Mutual Release Agreement (the "**Settlement Agreement**") so as to fully compromise and settle certain claims that arose between the parties arising out of and/or relating to the Parking Agreement. The Settlement Agreement confirmed and ratified the rights and obligations of the parties under the Parking Agreement and their respective successors and assigns.

C. The Riverside County Flood Control & Water Conservation District, a body politic ("**District**") seeks to acquire from the City in fee an approximate 32,314 square foot (0.74 acre)

portion of the real property commonly known as the River Street right of way located in Old Town Temecula as part of its Murrieta Creek Flood Control, Environmental Restoration and Recreation Project (“**Project**”) pursuant to a certain Agreement for Purchase and Sale between the District as buyer and the City as seller approved by seller on July 28, 2020 (the “**Purchase Agreement**”), concerning the Subject Property more fully described herein. The Project is intended to reduce the potential threat of future flooding along Murrieta Creek in the Southwest area of Riverside County. The northeasterly boundary line of the River Street right of way abuts the south westerly boundary lines of Riverside County Tax Assessor’s Parcel Numbers (APNs) 922-073-024 and 922-046-025 (also known as Parcels 2 and 3 of that certain Certificate of Compliance No. PA96-0011, recorded August 22, 1996 as Instrument No. 317123 of Official Records). The approximate 32,314 square foot (0.74 acre) portion of the River Street right of way that the District seeks to acquire from the City is referred to below as the “**Subject Property**” and is comprised of the two parcels described below, which are not subject to the Parking Agreement:

- District Parcel 7021-32A is described on Exhibit “A-1” hereto labeled “Murrieta Creek Parcel 7021-32A” and depicted on Exhibit “B-1” to this Agreement labeled “Parcel 7021-32A”.
- District Parcel 7021-18A1 is described on Exhibit “A-2” hereto labeled “Murrieta Creek Parcel 7021-18A1” and depicted on Exhibit “B-2” hereto labeled “Parcel 7021-18A1”.

Exhibits “A-1”, “B-1”, “A-2”, and “B-2” are attached hereto, and incorporated herein by this reference. The City represents and warrants that the previous documents provided to First & Front regarding the “C” documents that reflected an area of approximately 20 square feet absent from First & River Streets has been resolved by the City. The City represents that River Street right of way is not subject to the Parking Agreement and that no part of Parcels 2 & 3 have been removed as a result of the sale River Street to the District.

D. The sale of the Subject Property to the District will not interfere with and will have no impact on those Applications of First & Front bearing Application Nos. PA15-1158 approved on June 21, 2017 (subsequently Revised on May 3, 2019), and PA16-0517 approved on June 21, 2017 (subsequently Revised on May 3, 2019), PA17-1793 approved on July 5, 2018, and PA18-0911 approved on August 15, 2018 and PA19-1043 approved on November 12, 2019 (collectively “**Dominant Tenement Redevelopment Applications**”) and subject to those certain Conditions of Approval (“**Conditions of Approval**”) respectively for each of the Applications. In addition, the sale of the subject Property to the District will not interfere with and will have no impact on all current Permit submittals, including but not limited to those described as B15-1158, B16-0517, B18-0911, B18-0035, B18-0037, B19-1043, B19-1173, PA20-0616, PA20-0617, PA20-0618 and LD19-1268 as well as those additional applications, submittals, entitlements, and any and all tenant improvements and building permits required of any kind in the future pertaining to the First & Front property.

NOW THEREFORE, in connection with the conveyance of the Subject Property and subject to the Recitals set forth above, the First & Front Entities acknowledge adequate consideration, and hereby consent to the City’s conveyance to the District of the Subject Property, and the First & Front Entities and the City agree as follows:

1. The First & Front Entities disclaim any right, title or interest in or to the 32,314 square foot Subject Property located entirely in the River Street right of way or to the just compensation that the District may award to the City for the purchase of the Subject Property.

2. The First & Front Entities forever waive and release the City, the former Temecula Redevelopment Agency, the Successor Agency to the Temecula Redevelopment Agency, and their respective councilmembers, board members, agents, representatives, assigns, employees, administrators, trustees, heirs, beneficiaries, legal counsel, and successors-in-interest (collectively, the "**City-Released Parties**") from any and all claims, demands, causes of action, obligations, damages, refunds, compensation, interest, attorneys' fees, costs, injunctive relief, declaratory relief, and liabilities which the First & Front Entities had, now have, or ever may claim to have against the City-Released Parties by reason of the City's conveyance to the District of the Subject Property for the Project, including any claimed damages or breaches related to and/or arising out of the Parking Agreement as a result of the conveyance by the City to the District of the Subject Property for the Project.

3. Subject to the provisions of this Consent, the Settlement Agreement, and the Dominant Tenement Redevelopment Applications, the Parking Agreement shall remain in full force and effect.

By executing this Consent, the City acknowledges and agrees that (i) the Recitals set forth above are true and correct; and (ii) Parking Agreement remains in full force and effect and that all of the rights and benefits granted to and reserved by First & Front in this Parking Agreement, as reaffirmed in the Settlement Agreement and in this Consent, have not been impaired or otherwise minimized or reduced by this Consent (except to the extent the Subject Property was subject to this Parking Agreement) and the City ratifies all such rights, benefits and reservations.

4. The recordation of this Consent Agreement is conditioned on (the "**Conditions Precedent**") (i) approval by the City Council; and (ii) the City's execution and delivery of that certain letter (the "**Commitment Letter**") that obligates the City to provide certain improvements to the South Side City Public Parking Lot, dated August 3, 2020 addressed to First & Front and executed by First & Front simultaneously with this Consent which the parties hereto acknowledge and agree do not involve the District and the rights granted to the District under the Purchase Agreement. The Consent Agreement shall be recorded prior to the grant deed from the City granting the Subject Property to the District.

First & Front, a California General Partnership

By: Cleveland Investment Co., Inc., a California Corporation


Dated: 9-1-2020

By: 

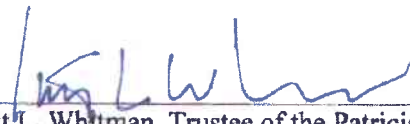
Neil M. Cleveland, President
a General Partner

By: Temecula Investment Company, Inc., a
California Corporation

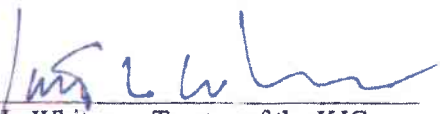
Dated: 9-1-20

By: 
Roger W. Epperson, President
a General Partner

Dated: 8-10-2020

By: 
Scott L. Whitman, Trustee of the Patricia
and Maurice Muehle Trust of 2002 and as
Trustee of the KJC Whitman Family Trust
of 2008
General Partners

Dated: 8-10-2020

By: 
Scott L. Whitman, Trustee of the KJC
Whitman Family Trust of 2008, a General
Partner

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

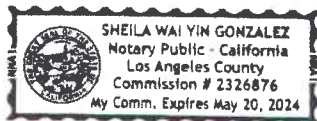
On 08/10/2020
Date

before me, Sheila Wai Yin Gonzalez, Notary Public
Here Insert Name and Title of the Officer

personally appeared Scott L. Whitman

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent of First Front, etc.

Document Date: August 10, 2020

Number of Pages: 11

Signer(s) Other Than Named Above: Neil Cleveland, Roger Epperson, Aaron Adams, Randi Sohl

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott L. Whitman

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: Scott L. Whitman

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
) ss.
County of Riverside)

On 9.1.2020 before me, Notary Public Jennifer Trevino
personally appeared Neil Matthew Cleveland

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
) ss.
County of Riverside)

On 9-1-2020 before me, Jennifer Trevino Notary Public

personally appeared Roger Warren E Person

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Jennifer Trevino
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

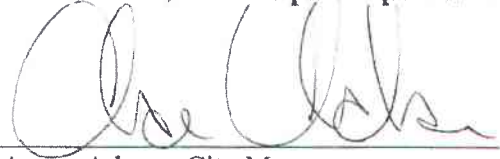
ACKNOWLEDGE AND AGREE

City of Temecula, a municipal corporation

Dated: _____

8/3/20

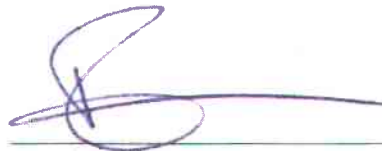
By: _____



Aaron Adams, City Manager

ATTEST:

By: _____



Randi Johl, City Clerk

Exhibit "A-1"

Exhibit "A"

**Murrieta Creek
Parcel 7021-32A**

Being a portion of River Street as shown on the map of the Town of Temecula Map Book 15, Page 726, records of San Diego County, California, all within the city of Temecula, Riverside County, California, described as follows:

All of Parcel 7021-32 as shown on Record of Survey Book 119, Pages 40 through 44, inclusive, records of Riverside County, California:

Excepting therefrom the Northeasterly 5.00 feet of said parcel as shown on said Record of Survey.




MARTIN J. KELLER

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

Date: 10-6-09

Exhibit "B-1"

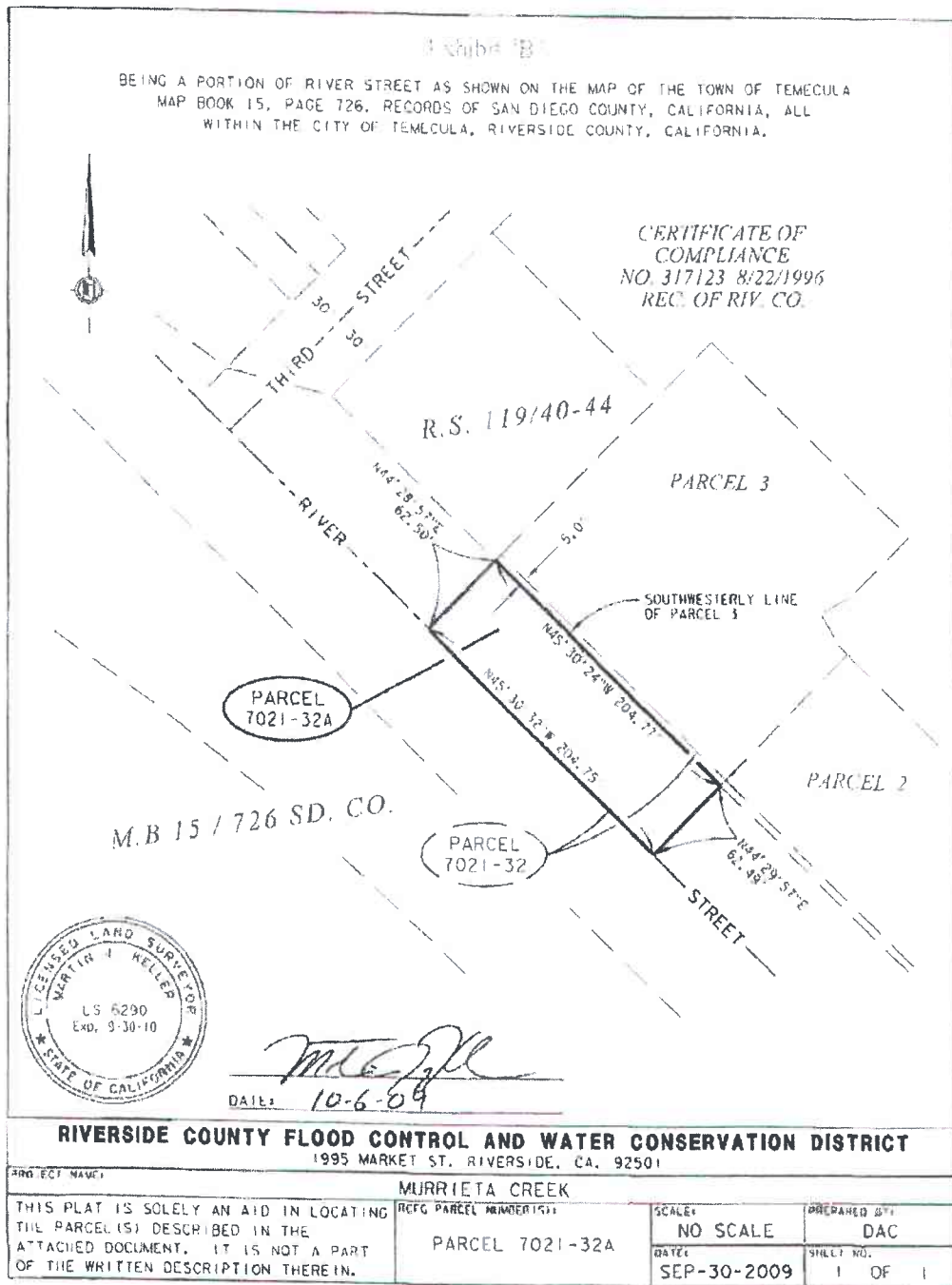


Exhibit "A-2"

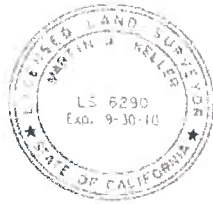
Exhibit "A"

**Murrieta Creek
Parcel 7021-18A1**

Being a portion of River Street as shown on the map of the Town of Temecula Map Book 15, Page 726, records of San Diego County, California, all within the city of Temecula, Riverside County, California, described as follows:

All of Parcel 7021-18A as shown on Record of Survey Book 119, Pages 40 through 44, inclusive, records of Riverside County, California:

Excepting therefrom the Northeasterly 5.00 feet of said parcel as shown on said Record of Survey.



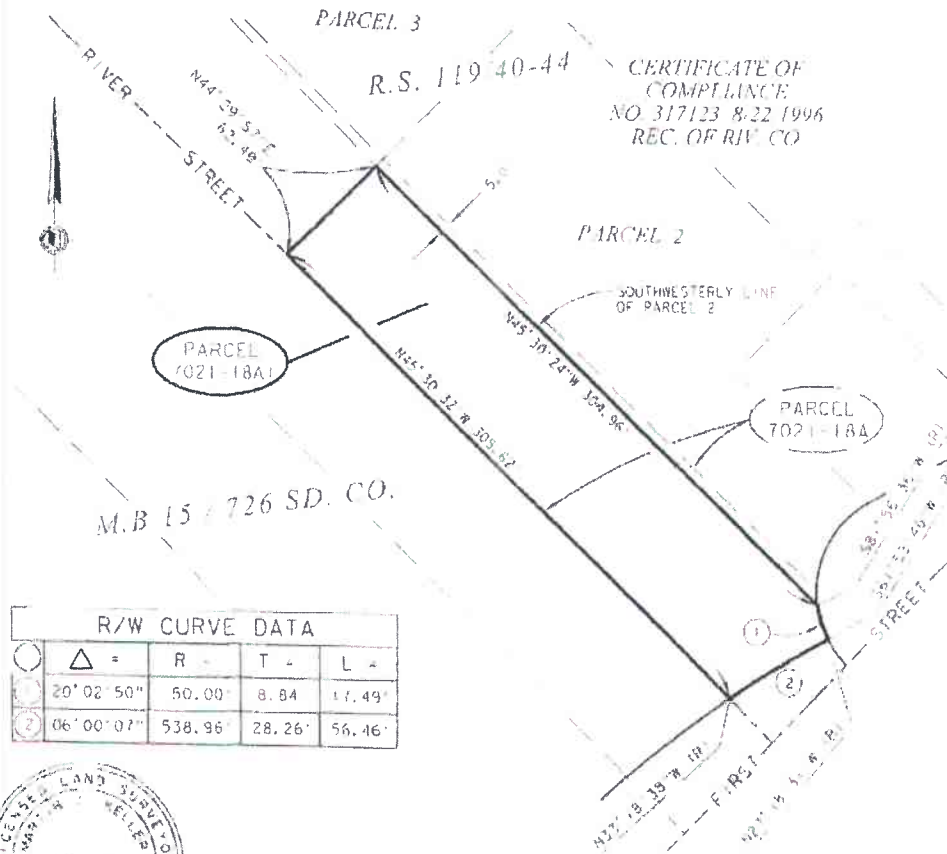

MARTIN J. KELLER

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

Date: 10-6-09

Exhibit "B-2"

BEING A PORTION OF RIVER STREET AS SHOWN ON THE MAP OF THE TOWN OF TEMECULA
MAP BOOK 15, PAGE 726, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALL
WITHIN THE CITY OF TEMECULA, RIVERSIDE COUNTY, CALIFORNIA.



M.B 15 726 SD. CO.

R/W CURVE DATA				
Δ	R	T	L	
20°02'50"	50.00'	8.84'	17.49'	
06°00'07"	538.96'	28.26'	56.46'	



Signature
DATE: 10-6-09

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

PROJECT NAME: MURRIETA CREEK		SCALE: NO SCALE	PREPARED BY: DAC
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.		DATE: SEP-30-2009	SHEET NO. 1 OF 1
R.C.C. PARCEL NUMBER(S): PARCEL 7021-18A1			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside) ss.

On _____ before me, _____ Notary Public
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
) ss.
County of Riverside)

On _____ before me, _____, Notary Public

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

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☐ Other: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

City of Temecula
Office of the City Clerk
41000 Main Street
Temecula, California 92590

CONSENT TO RECORDATION

(Assessor's Parcel Numbers 922-073-019, -021, -024 & 922-046-025, 922-100-031)

This is to certify that the City of Temecula, a municipal corporation ("City"), hereby consents to the recordation of the Consent of First & Front, a California General Partnership Regarding Real Property Conveyance ("Consent of First & Front").

City of Temecula, a municipal corporation

Dated: _____

By: _____
Aaron Adams, City Manager

Approved as to form:

Attest:

By: _____
Peter M. Thorson, City Attorney

By: _____
Randi Johl, City Clerk

Murieta Creek Improvements - Southside Parking Lot
(Project No. PW 15-07) Project Engineers Estimate

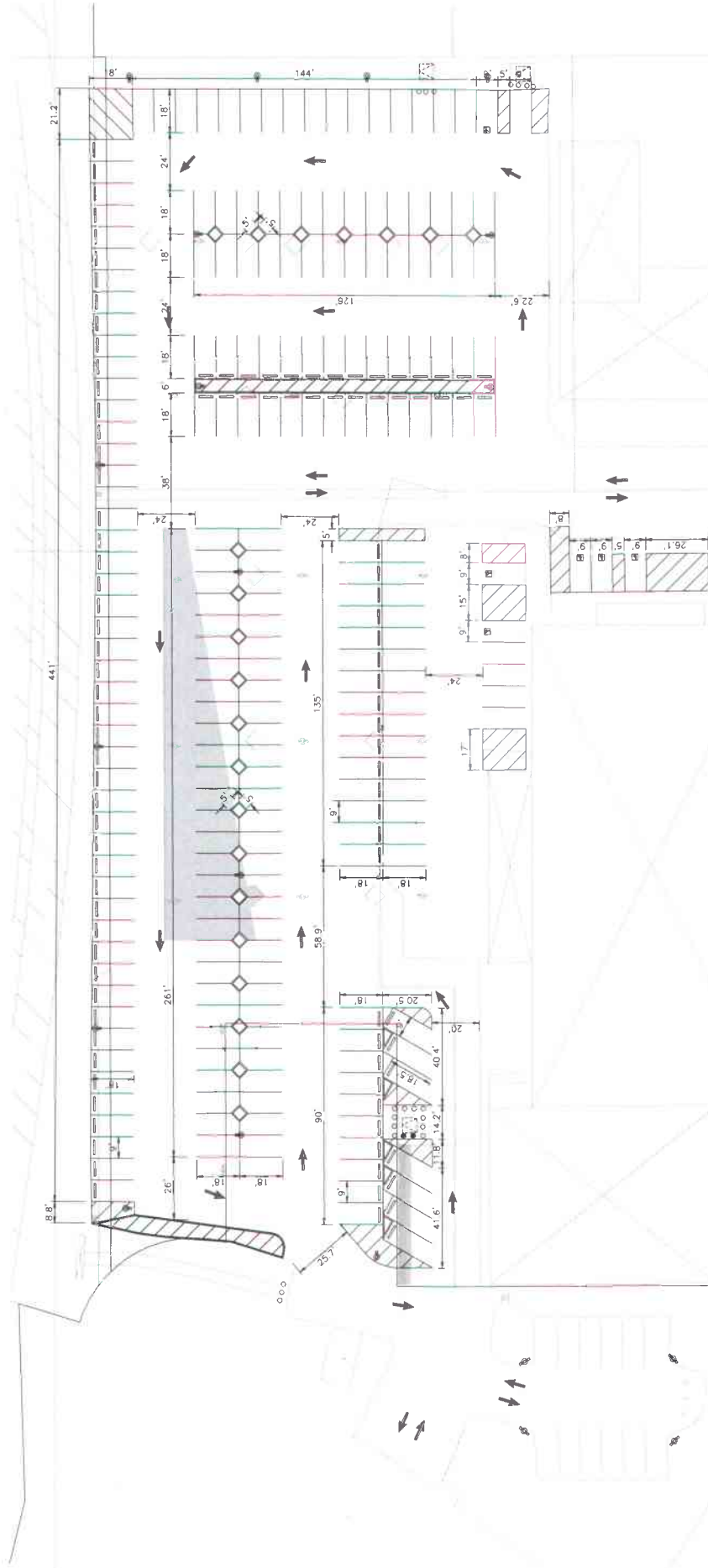
Client: City of Tamarac
Project Name: Southside Parking Lot Reconfiguration
Project Location: Tamarac, Southside Parking Lot at First and Front

SPEC. REF	ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL	DISTRICT CONTRIBUTION	CITY CONTRIBUTION
GENERAL							
	1	MOBILIZATION/DEMOLITION	1	LS	\$32,000.00	\$14,784.23	\$17,215.77
	2	CLEARING & GRUBBING	1	LS	\$42,000.00	\$19,404.30	\$22,595.70
	3	ENGINEERING/ CONSTRUCTION SURVEYING	1	LS	\$5,000.00	\$2,310.04	\$2,689.96
	4	TRAFFIC CONTROL	1	LS	\$2,500.00	\$1,155.02	\$1,344.98
	5	WATER POLLUTION CONTROL SITE MANAGEMENT (SWPPP)	1	LS	\$5,000.00	\$2,310.04	\$2,689.96
EARTHWORK							
	6	REMOVE CURB & GUTTER	700	LF	\$18.00	\$12,600.00	\$0.00
	7	REMOVE EXISTING ASPHALT PAVEMENT	4,770	SQFT	\$23,850.00	\$11,925.00	\$11,925.00
	8	REMOVE TUBULAR STEEL RAILING	60	LF	\$10.00	\$600.00	\$600.00
	9	REMOVE STRIPING	5,050	LF	\$1.00	\$5,050.00	\$0.00
	10	SAWCUT	550	LF	\$10.00	\$5,500.00	\$0.00
	11	ROADWAY EXCAVATION	171	CY	\$200.00	\$34,200.00	\$17,100.00
ROADWAY							
	12	SLURRY COAT - SLURRY SEAL	83,600	SQFT	\$0.50	\$41,800.00	\$0.00
	13	HOT MIX ASPHALT (TYPE A) (4" THICK)	120	TON	\$120.00	\$14,400.00	\$0.00
	14	CLASS 2 AGGREGATE BASE (4" AB)	59	CY	\$2,360.00	\$2,360.00	\$0.00
	15	RETAINING CURB	975	LF	\$75.00	\$73,125.00	\$0.00
	16	INSTALL PARKING BUMPER (PRECAST CONCRETE)	99	EA	\$175.00	\$17,325.00	\$17,325.00
	17	INSTALL BOLLARD	2	EA	\$800.00	\$1,600.00	\$1,600.00
PARKING							
	18	REMOVE EXISTING LOT LIGHT FOUNDATION	13	EA	\$1,000.00	\$13,000.00	\$0.00
	19	RELOCATE AND MODIFY EXISTING LOT LIGHT	13	EA	\$2,500.00	\$32,500.00	\$32,500.00
	20	INSTALL NEW LOT LIGHT FOUNDATION	13	EA	\$2,000.00	\$26,000.00	\$18,000.00
	21	TRENCHING, CONDUIT, CONDUCTORS	1,600	LF	\$18.00	\$28,800.00	\$17,778.00
SIGNING AND STRIPING							
	22	PARKING LOT STRIPING AND MARKINGS	1	LS	\$11,000.00	\$11,000.00	\$0.00
	a	PAINTED PARALLEL MARKINGS	260	SQFT	\$3.00	\$780.00	\$0.00
	b	PAINTED PARKING STALL STRIPING	5,700	LF	\$1.50	\$8,550.00	\$0.00
	c	TEMPORARY PAINTED PARKING STALL STRIPING	560	LF	\$1.50	\$840.00	\$0.00
	d	PAINTED CURB (RED/YELLOW)	170	LF	\$2.00	\$340.00	\$0.00
	23	PARKING LOT SIGNING	1	LS	\$2,600.00	\$2,600.00	\$0.00
	a	ROADSIDE SIGN	10	EA	\$250.00	\$2,500.00	\$0.00
	b	REMOVE ROADWAY SIGN	1	EA	\$100.00	\$100.00	\$0.00
LANDSCAPING							
	24	SITE PREPARATION	1	LS	\$6,000.75	\$6,000.75	\$6,000.75
	a	GRADING, WEED ABATEMENT, SOIL PREPARATION	2667	SF	\$0.75	\$2,000.25	\$0.00
	b	PAINTED PARKING STALL STRIPING	2,667	SF	\$1.50	\$4,000.50	\$0.00
	25	IRRIGATION	1	LS	\$8,000.00	\$8,000.00	\$8,000.00
	26	PLANTING	1	LS	\$45,300.00	\$45,300.00	\$45,300.00
	a	SHRUB ALLOWANCE	1	LS	\$13,000.00	\$13,000.00	\$0.00
	b	TREE ALLOWANCE - 36" BOX	34	EA	\$950.00	\$32,300.00	\$0.00
	27	90 DAY MAINTENANCE	2,667	SF	\$1.50	\$4,000.50	\$4,000.50
Sub Total					\$493,741.25	\$268,075.62	\$225,665.63
Contingencies (20%)					\$98,748.25	\$55,615.12	\$43,133.13
Grand Total					\$592,489.50	\$323,690.74	\$270,798.76

\$50.00 Checksum

Percent	0.54	0.46
---------	------	------

EXHIBIT "A"



236 STANDARD STALLS
7 DIAGONAL STALLS
6 ADA STALLS



CITY OF TEMECULA DEPARTMENT OF PUBLIC WORKS		Drawing No. 1 Sheet 1 of 1	
SOUTH SIDE PARKING LOT RECONFIGURATION INITIAL CONDITION		RECOMMENDED BY: _____ DATE: _____ ACCEPTED BY: _____ DATE: _____	
DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____		PLANS PREPARED UNDER SUPERVISION OF: _____ DATE: _____	
SCALE: _____		SCALE: _____	
USGS BASIS ONE @ THE S.E. CORNER OF THE MAIN BUILDING. THE WALL IS STAMPED 100-1007. ELEVATION: 1100.85 IN 2009.		DATE: _____	
CONSTRUCTION RECORD		DATE: _____	
Contractor: _____		DATE: _____	
Inspector: _____		DATE: _____	
Other Comments: _____		DATE: _____	



922046025

922073024

7021-52A

7021-18A1