

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



ITEM: 11.6
(ID # 17832)

MEETING DATE:

Tuesday, December 14, 2021

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2021-45, Authorization to Purchase Fee Simple Interests in Real Property from The Northern Trust Company, Trustee of the Cartier Liquidating Trust #1, dated June 29, 1986, Located in the Unincorporated Area of Lake Elsinore, County of Riverside, State of California, by Grant Deed; Temescal Creek Floodplain Acquisition Project, Project Number 2-0-00052, Assessor's Parcel Numbers 394-040-011, 394-040-012, 394-050-006, 394-050-007 and 394-050-008, CEQA Exempt, District 1. [\$305,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the purchase of fee simple interest in real property is exempt from the California Environmental Quality Act ("CEQA") as it has been determined that the project qualifies for "Class 25 Categorical" exemption pursuant to the CEQA Guidelines, Section 15325(d), "Acquisition, sale, or other transfer to prevent encroachment of development into flood plains," and Section 15061(b)(3), "Common Sense" exemption;

Continued on page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

11/30/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: December 14, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board
By:
Deputy

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OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. F2021-45, Authorization to Purchase Fee Simple Interests in Real Property from The Northern Trust Company, Trustee of the Cartier Liquidating Trust #1, dated June 29, 1986 (Owner), Located in the Unincorporated Area of Lake Elsinore, County of Riverside, State of California, by Grant Deed; Temescal Creek Floodplain Acquisition Project, Project No. 2-0-00052, Assessor's Parcel Numbers (APNs) 394-040-011, 394-040-012, 394-050-006, 394-050-007 and 394-050-008 (Property);
3. Approve the attached Agreement for Purchase and Sale of Real Property (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and the Owner, and authorize the Chair of the Board of Supervisors for the District to execute the Agreement on behalf of the District; 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$305,000	\$0	\$305,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 25120-947420-540040-Zone 2 Construction/Maintenance/Misc. Land			Budget Adjustment:	No
			For Fiscal Year:	2021/2022

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Property is located within the Temescal Creek Floodplain area. The acquisition of the Property by the District will prevent development encroachment into the floodplain. No construction or future facilities are proposed.

Acquisition of the Property has been negotiated with the Owner who is a willing seller. District staff recommends the approval of the Agreement negotiated with Owner for the settlement of \$305,000. The Agreement covers the fee title interests that are described as APNs 394-040-011, 394-040-012, 394-050-006, 394-050-007 and 394-050-008. The Property area consists of approximately 5.16± acres of vacant land. The consideration for the real property is determined reasonable as it is the appraised fair market value.

The Agreement has been approved as to form by County Counsel.

CEQA

The acquisition project is exempt from CEQA because it qualifies as a "Class 25 Categorical" exemption pursuant to the CEQA Guidelines: Section 15325(d), "Acquisition, sale, or other

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transfer to prevent encroachment of development into flood plains"; the acquisition project is also consistent with Section 15061(b)(3), "Common Sense" exemption, because it can be seen with certainty that there is no possibility that the proposed acquisition project may have significant effect on the environment, as it is merely a conveyance of vacant and undisturbed property to the District that will prevent development encroachment into the floodplain. No construction or future facilities are proposed.

Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur, and the acquisition project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Impact on Residents and Businesses

None.

ATTACHMENTS:

1. Resolution No. F2021-45
2. Agreement for Purchase and Sale of Real Property
3. Vicinity Map

P8/241209

MR:rlp



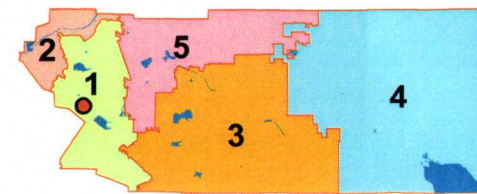
Jason Farin, Principal Management Analyst

12/7/2021






Gregory H. Priamos, Director County Counsel

11/30/2021



Supervisor Districts

Legend

-  Assessor Parcels
-  Proposed RCFC Parcel
-  Location

Description

Project Name:
TEMESCAL CREEK FLOOD PLAIN
ACQUISITIONS
Project Number:
2-0-00052

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Bureau, USDA, Maxar



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

APN 394-040-011; RCFC Parcel 2052-63E, APN 394-040-012; RCFC Parcel 2052-63F,
APN 394-050-006; RCFC Parcel 2052-63B, APN 394-050-007; RCFC Parcel 2052-63C,
APN 394-050-008; RCFC Parcel 2052-63C

Vicinity Map



Attachment 1

Project: Temescal Creek Floodplain Acquisition Project
 Project No. 2-0-00052
 APNs 394-040-011, 394-040-012, 394-050-006,
 394-050-007 and 394-050-008
 RCFC Parcel Nos. 2052-63B, 2052-63C, 2052-63E
 and 2052-63F

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (Agreement) is entered into this 17th day of November, 2021 by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic, (hereinafter called DISTRICT or BUYER) and **THE NORTHERN TRUST COMPANY, TRUSTEE OF THE CARTIER LIQUIDATING TRUST #1 DATED JUNE 29, 1986**, (hereinafter called SELLER) for acquisition by BUYER from SELLER of certain real property interests for the Temescal Creek Floodplain Acquisition Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. SELLER is the owner of certain real property located in the unincorporated area of Lake Elsinore, County of Riverside, State of California, consisting of approximately ± 5.16 acres of vacant land located at southwest corner of Temescal Canyon Road and Larson Avenue with Assessor's Parcel Numbers (APNs) 394-040-011, 394-040-012, 394-050-006, 394-050-007 and 394-050-008 being vacant land (SELLER's PROPERTY).
- B. SELLER desires to sell and BUYER desires to purchase the SELLER's PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following fee interest in certain real property located in the unincorporated area of Lake Elsinore, County of Riverside, State of California, consisting of approximately ± 5.16 acres of vacant land located at southwest corner of Temescal Canyon Road and Larson Avenue with APNs 394-040-011, 394-040-012, 394-050-006, 394-050-007 and 394-050-008.
 - A. The fee interest in which affects a section of land that will hereinafter be referred to as RCFC Parcel Nos. 2052-63B, 2052-63C, 2052-63E and 2052-63F. Said land consists of approximately $5.16\pm$ acres of vacant land.

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

The respective section of land affected by the above-listed interest in real property is legally described in Exhibit "A" attached hereto and by this reference incorporated herein.

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for RCFC Parcel Nos. 2052-63B, 2052-63C, 2052-63E and 2052-63F:

Three Hundred Five Thousand Dollars (\$305,000) ("Funds")

All payments specified in this section shall be made in legal tender, as such that the Escrow Holder can disburse proceeds to SELLER at the close of escrow.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the SELLER's PROPERTY at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days written or oral notice before going on the SELLER's PROPERTY. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 3. If BUYER fails to acquire the SELLER's PROPERTY due to BUYER's default, this license will terminate upon the termination of BUYER's right to purchase the SELLER's PROPERTY. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from the Property and to take all necessary steps to return SELLER's PROPERTY to its original condition. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from the SELLER's PROPERTY within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the Property. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the SELLER's PROPERTY after entering the Property to perform due diligence, including to make reasonable or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
4. ESCROW. The Parties will establish an escrow at First American Title Insurance National Commercial Services (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 original of this Agreement. 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 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 SELLER's PROPERTY as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 5 and 10; (b) disburse the balance of the Purchase Price to SELLER; and (c) disburse any excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the Grant Deed in favor of BUYER to be recorded with the County Recorder for the County of Riverside and obtain conformed copies thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue Title Policy for the fee interest referred to as RCFC Parcel Nos. 2052-63B, 2052-63C, 2052-63E and 2052-63F to BUYER.
 - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
 - E. Time Limits. 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, any instructions must be in writing.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, First American Title Insurance Company (the Escrow Holder) shall obtain and issue a title commitment for the fee interest. Escrow Holder will also request two (2) 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 PROPERTY, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of \$305,000 ("Title Policy"). The Title Policy provided for pursuant to this Section 5 will insure BUYER's interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title (Permitted Title Exceptions):
- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the 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 in 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 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 interests in the SELLER's PROPERTY will be free and clear of all monetary liens and monetary encumbrances, including taxes.

- 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. All other taxes owed whether presently current or delinquent are to be current at the Close of Escrow.
- D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.

6.. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:

- A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the SELLER's PROPERTY or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of SELLER's knowledge, there are no encroachments onto the SELLER's PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on the SELLER's PROPERTY encroach onto other properties.
- C. Until the Close of Escrow, SELLER shall maintain the SELLER's 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 SELLER's PROPERTY.
- D. SELLER has good and marketable title to the SELLER's PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the SELLER's 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 SELLER's 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 SELLER's PROPERTY. No assessment lien or bond encumbers the SELLER's PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the SELLER's PROPERTY and shall not do anything that would impair SELLER's title to any of the SELLER's PROPERTY.
- E. To the best of SELLER's knowledge, neither the execution of 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 Property may be bound.

- F. 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 6 not to be true as of closing, promptly give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants to the best of its knowledge that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about the SELLER's PROPERTY or transport any Hazardous Materials to or from the SELLER's 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 SELLER's 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 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (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, and Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).
- H. SELLER represents and warrants that the SELLER's PROPERTY, to the best of SELLER's knowledge, complies with all applicable laws and governmental regulations including all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation and Recovery, and Comprehensive Environmental Response, Compensation, and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the city within which the PROPERTY is located, the California Department of Public Health, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus. NOTWITHSTANDING THE ABOVE LANGUAGE, BUYER AGREES THAT, AS OF THE CLOSE OF ESCROW, IT WILL BE ACQUIRING THE PROPERTY IN AN "AS-IS" CONDITION WITH ALL FAULTS AND CONDITIONS THEN EXISTING ON

THE PROPERTY, INCLUDING ANY HAZARDOUS SUBSTANCES OR HAZARDOUS WASTES THAT MAY BE LOCATED ON, UNDER, OR AROUND THE PROPERTY, WHETHER KNOWN OR UNKNOWN. BUYER ASSUMES ALL RESPONSIBILITY FOR SUCH FAULTS AND CONDITIONS. BUYER EXPRESSLY PRESERVES ITS RIGHTS AGAINST OTHER PARTIES AND DOES NOT RELEASE, OR WAIVE, ITS RIGHTS TO CONTRIBUTION AGAINST ANY OTHER PARTY. NO OTHER, OR DIFFERENT, WARRANTIES REGARDING THE CONDITION OF THE PROPERTY ARE EXPRESS OR IMPLIED HEREIN. QC (Initials)

- I. This Agreement and the performance of SELLER's obligations under it and all documents executed by SELLER that are to be delivered to BUYER at the Closing are, or on the Closing Date will be, duly authorized, executed and delivered by SELLER and are, or at the Closing Date will be, legal, valid and binding obligations of SELLER, and do not, and on the Closing Date will not, violate any provision of any agreement or judicial order to which SELLER is a party or to which SELLER or the SELLER's 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 has already been obtained. If SELLER is a corporation or company, it is organized, validly existing and in good standing under the laws of the State of California.

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

- A. BUYER has taken all required actions 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, which are, or at the Closing Date will be, legal, valid and binding obligations of BUYER, and can consummate the transaction contemplated herein.

8. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
- 1) SELLER shall convey to BUYER marketable title to the Property by execution and delivery with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "B" and by this reference incorporated herein.
 - 2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.

- 3) The physical condition of the SELLER's PROPERTY must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
- 4) All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
- 5) Such proof of SELLER's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

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

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

- 1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
- 2) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

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

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

9. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt encumbering the PROPERTY;
- 2) All costs associated with SELLER's broker representation, including commission, if applicable;
- 3) All costs associated with SELLER's attorney fees; and

- 4) SELLER's share of prorations, if any.

B. BUYER shall pay or be charged:

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

C. Prorations. All receipts and disbursements of the SELLER's PROPERTY will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

- 1) Tax Exempt Agency. All Parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the SELLER's PROPERTY tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.
- 2) Utility Deposits. If applicable, SELLER will notify all utility companies servicing the SELLER's PROPERTY of the sale of the SELLER's PROPERTY to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER, if applicable.
- 3) SELLER is responsible for all costs associated with the provision of utility services to the SELLER's PROPERTY up to the Close of Escrow.
- 4) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the SELLER's PROPERTY, and therefore, entitled to the income therefrom and

responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 9 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

10. 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.
11. INDEMNITY. 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, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER's representation, warranties or covenants provided in this Agreement. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environmental, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date the Close of Escrow. Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of this transaction.
12. 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.
13. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective Party. The Parties agree, however, that if any Party gives notice in writing of a change of name or address to the other Party, notices to such Party shall thereafter be given as demanded in that notice:

SELLER:

The Northern Trust Company, Trustee of the Cartier
Liquidating Trust #1 dated June 29, 1986
c/o Laurel D. Murray, Vice President
Northern Trust
660 Newport Center Drive, Suite 1100
Newport Beach, CA 92660

BUYER: Riverside County Flood Control
and Water Conservation District
Attn: Yolanda King-Wilder
Supervising Real Property Agent
1995 Market Street
Riverside, CA 92501

COPY TO: Riverside County Counsel
Attn: Ryan Yabko, Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501-3674

ESCROW HOLDER: First American Title Insurance Company
National Commercial Services
Attn: Kelly Simoneau
3281 East Guasti Road, Suite 440
Ontario, CA 91761

14. 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 SELLER's 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 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

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 BUYER.

- G. 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.
- H. 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.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other 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.
- J. 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 neutral 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.
- 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 and BUYER each represent and warrant to one another that such Party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay

a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER's Broker or any arising from or by reason of SELLER's conduct with respect to this transaction. The provisions of this Section 14.M. shall survive Closing hereunder or 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.

15. 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.

16. SIGNATURES. This Agreement will have no force or affect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting Parties.

//
//
//

[Signatures on following page]

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

SELLER:


**THE NORTHERN TRUST COMPANY,
TRUSTEE OF THE CARTIER
LIQUIDATING TRUST #1 DATED JUNE 29,
1986**

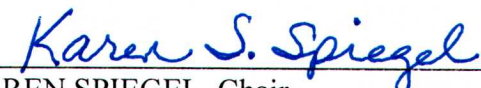
Date: 11/17/2021

By: 
LAUREL D. MURRAY, Vice President

BUYER:**RECOMMENDED FOR APPROVAL**

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

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


Date: 22 Nov 2021

Date: DEC 14 2021

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA HARPER
Clerk of the Board

By: 
RYAN YABKO
Deputy County Counsel

By: 

Date:  11/30/21

Date: DEC 14 2021

Project: Temescal Creek Floodplain
Project No. 2-0-00052
APNs 394-040-011, 394-040-012, 394-050-006,
394-050-007 and 394-050-008
RCFC Parcel Nos. 2052-63B, 2052-63C, 2052-63E
and 2052-63F

MCR:rlp
11/10/21

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89° 40' WEST, 60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 13' WEST, 200 FEET; THENCE SOUTH 89° 40' WEST, 200 FEET; THENCE NORTH 0° 31' EAST, 200 FEET TO THE SOUTHEASTERLY LINE OF LOT 50 OF CLAYTON SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 6 OF MAPS, RIVERSIDE COUNTY RECORDS; THENCE NORTH 89° 40' EAST ON THE SOUTHERLY LINE OF SAID LOT, 200 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE SOUTH HALF THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED IN THE RIGHT OF WAY OF THE CORONA AND SANTA FE RAILWAY COMPANY.

PARCEL 2:

THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY; THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS;

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89° 40' WEST, 60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 13' WEST, 200 FEET; THENCE SOUTH 89° 40' WEST, 200 FEET; THENCE NORTH 0° 31' EAST, 200 FEET TO THE SOUTHEASTERLY LINE OF LOT 50 OF CLAYTON SUBDIVISION, AS SHOWN BY MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN BOOK 13 PAGE 6 OF MAPS THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA THEREOF; THENCE NORTH 89° 40' EAST ON THE SOUTHERLY LINE OF SAID LOT, 200 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 38 THROUGH 49, INCLUSIVE, OF CLAYTON SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 6 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

LOT 50 OF CLAYTON SUBDIVISION AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY OF RIVERSIDE COUNTY.

EXHIBIT "B"

Recorded at request of, and return to:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

Project: Temescal Creek Floodplain

Acquisitions Project

Project No. 2-0-00052

RCFC Parcel Nos. 2052-63B, 2052-C, 2052-63E
and 2052-63F

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ NONE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE NORTHERN TRUST COMPANY, TRUSTEE OF THE CARTIER LIQUIDATING TRUST #1 DATED JUNE 29, 1986** grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a **body corporate and politic**, the real property in the unincorporated area of County of Riverside, State of California, as described in Exhibit "A" attached hereto and made a part hereof.

Assessor's Parcel Numbers: 394-040-011, 394-040-012, 394-050-006,
394-050-007 and 394-050-008

**THE NORTHERN TRUST
COMPANY, TRUSTEE OF THE
CARTIER LIQUIDATING TRUST #1
DATED JUNE 29, 1986**

Date: _____

By: _____
LAUREL D. MURRAY, Vice President

(Notary Attached)

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

RESOLUTION NO. F2021-45

AUTHORIZATION TO PURCHASE FEE SIMPLE INTERESTS IN REAL PROPERTY FROM THE NORTHERN TRUST COMPANY, TRUSTEE OF THE CARTIER LIQUIDATING TRUST #1, DATED JUNE 29, 1986, LOCATED IN THE UNINCORPORATED AREA OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY GRANT DEED; TEMESCAL CREEK FLOODPLAIN ACQUISITION PROJECT, PROJECT NUMBER 2-0-00052, APNs 394-040-011, 394-040-012, 394-050-006, 394-050-007 AND 394-050-008

WHEREAS, The Northern Trust Company, Trustee of the Cartier Liquidating Trust #1, dated June 29, 1986 ("Seller"), is the owner of certain real property located in an unincorporated area of Lake Elsinore, Riverside County, State of California, commonly identified with Assessor's Parcel Numbers (APN) 394-040-011, 394-040-012, 394-050-006, 394-050-007 and 394-050-008 ("Property"); and

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") desires to purchase from the Seller and the Seller desires to sell to the District the Property pursuant to the terms of the negotiated Agreement for Purchase and Sale of Real Property ("Acquisition Project"); and

WHEREAS, the Property has been identified as priority parcels as they are located within the Temescal Creek Floodplain area; and

WHEREAS, the acquisition of the Property by the District will prevent development encroachment into the floodplain; and

WHEREAS, no construction or future facilities are proposed at this time, although the District may use the site in the future for flood control and/or water recharge improvements; and

WHEREAS, the Acquisition Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15325(d) and 15061(b)(3) of the CEQA Guidelines, and any potential future use of the site would undergo the appropriate CEQA review process, once and if

FORM APPROVED COUNTY COUNSEL
BY RYAN D. YABKO DATE 11/30/21

DEC 14 2021 11-6

1 a future project has been identified, vetted and proposed.

2 **NOW, THEREFORE, BE IT RESOLVED, DETERMined AND ORDERED** by vote
3 of the Board of Supervisors of the District (Board), in regular session assembled on December 14,
4 2021 at 9:30 a.m., in the meeting room of the Board located on the 1st Floor of the County
5 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based upon the
6 evidence and testimony presented on the matter, both written and oral, as it relates to this
7 acquisition, has determined the following:
8

- 9 1. Based on the review of the proposed acquisition, the environmental impacts of the
10 Acquisition Project have been sufficiently assessed. The Acquisition Project
11 qualifies for a CEQA "Class 25 Categorical" exemption pursuant to Section
12 15325(d) of the CEQA Guidelines because the District is merely purchasing interest
13 in real property, which will protect the floodplain from development encroachment.
- 14 2. Furthermore, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the project
15 qualifies for the "Common Sense" exemption because it can be seen with certainty
16 that there is no possibility that the activity in question will have a significant effect
17 on the environment because the District is merely purchasing interest and
18 transferring title in real property, and this conveyance does not effect a change in
19 the environment.
- 20 3. Based upon the exemptions identified above, the District hereby concludes that no
21 physical environmental impacts are anticipated to occur and the Acquisition Project
22 as proposed is exempt under CEQA. No further environmental analysis is
23 warranted.

24 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
25 authorizes:

- 26 1. The purchase of that certain real property in the unincorporated area of Lake
27 Elsinore, Riverside County, State of California, consisting of approximately 5.16±
28 acres of vacant, unimproved real property with Assessor's Parcel Numbers 394-040-

011, 394-040-012, 394-050-006, 394-050-007 and 394-050-008, and also known as RCFC Parcel Nos. 2052-63B, 2052-63C, 2052-63E and 2052-63E in fee, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein, for a purchase price of \$305,000.00 from The Northern Trust Company, Trustee of the Cartier Liquidating Trust #1, dated June 29, 1986, by Grant Deed; and

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Purchase and Sale of Real Property between the District and The Northern Trust Company, Trustee of the Cartier Liquidating Trust #1, dated June 29, 1986, is hereby approved, and the Board 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 of any documents conveying the real property interest 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 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 "A"

Legal Description

The Land referred to herein below is situated in the Unincorporated area of County of Riverside, State of California, and is described as follows:

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

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