

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 _____, day of _____, 2020 ("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. 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 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
355 South Grand Avenue, Suite 4000
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: _____

Date: _____

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: _____

ATTEST:

By: _____
RANDI JOHL, City Clerk

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

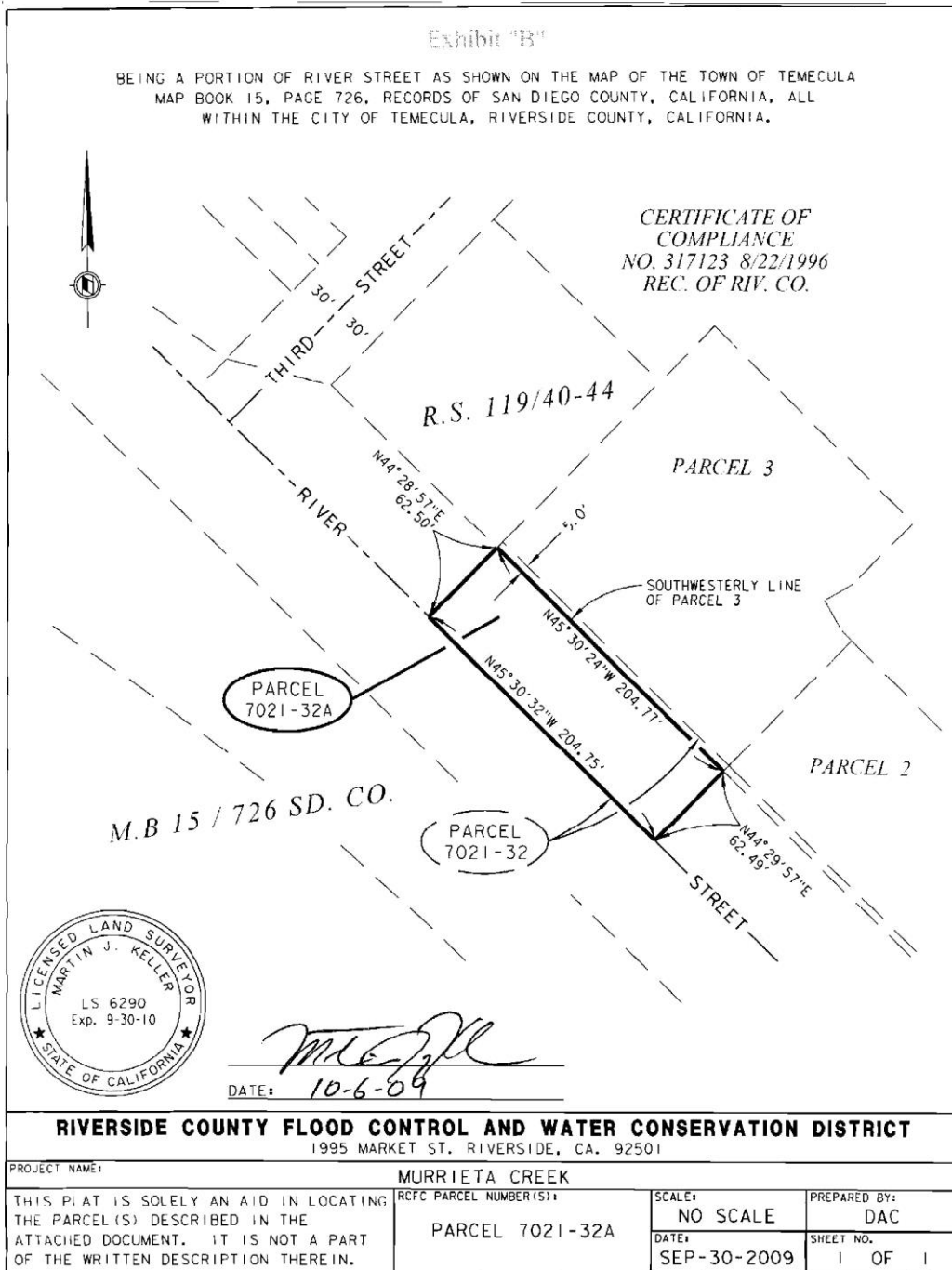


Exhibit "A-1"
Legal Description of District Parcel 7021-18A1

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

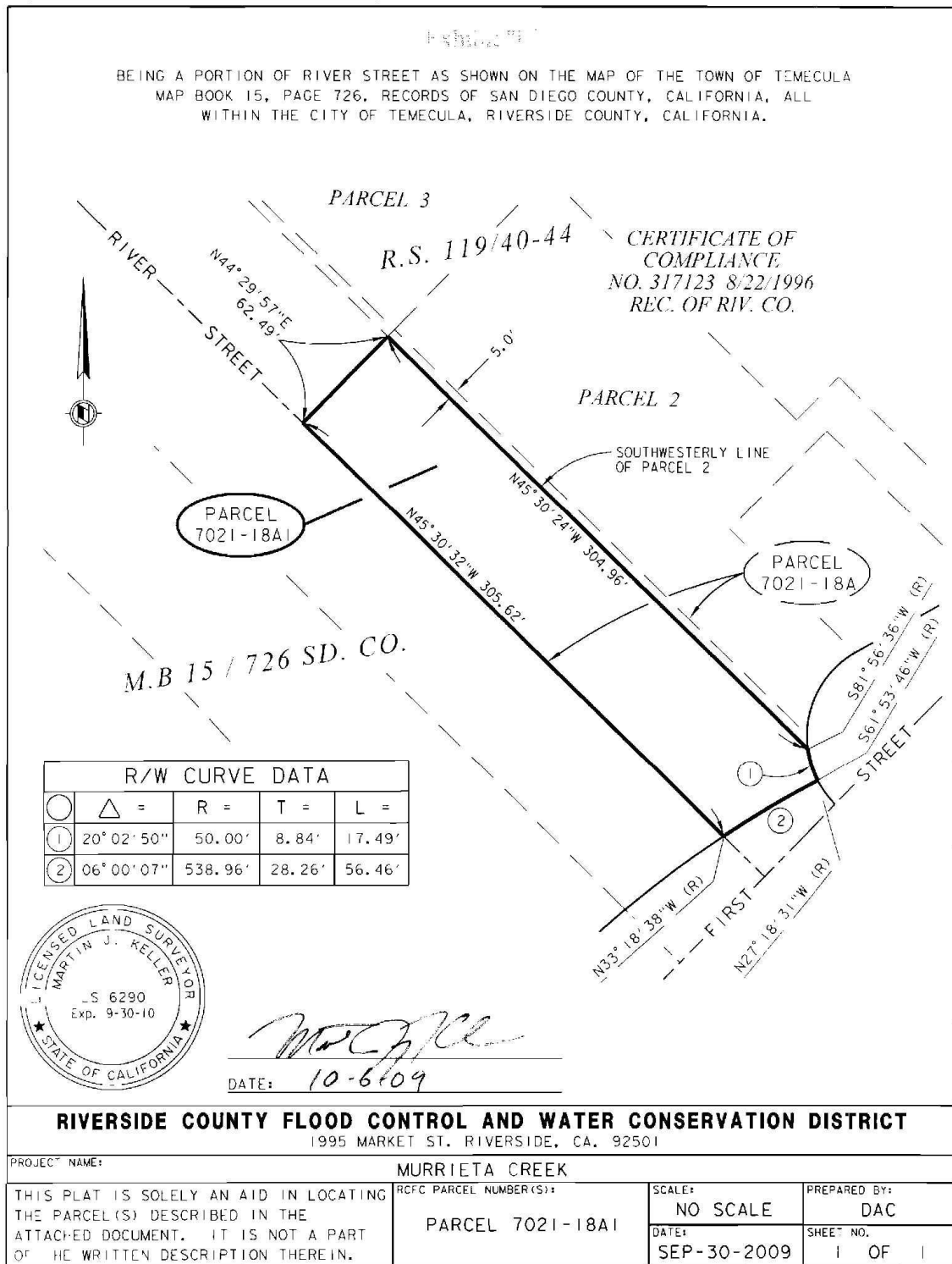
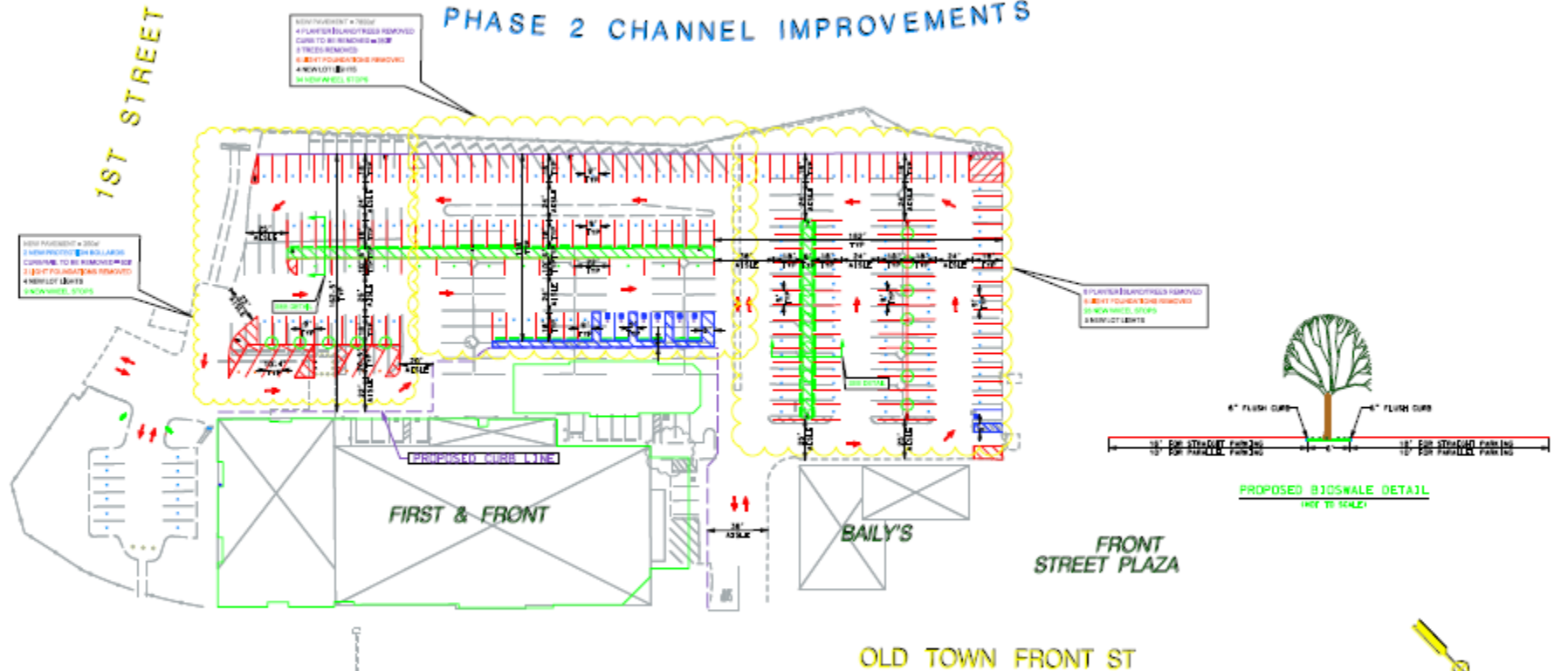


Exhibit "C"
Rough Depiction of Parking Lot Reconfiguration

ALTERNATIVE 11 (NO RETAINING WALL)

PHASE 2 CHANNEL IMPROVEMENTS



TOTAL NUMBER OF PARKING STALLS WITHIN CITY ROW ONLY

- NUMBER OF PROPOSED 9'x18' STANDARD STALLS = 182
- NUMBER OF PROPOSED 10'x22' PARALLEL STALLS = 12
- NUMBER OF PROPOSED 9'x18' ANGLED STALLS = 7

TOTAL NUMBER OF STANDARD/PARALLEL/ANGLED STALLS = 201

- NUMBER OF PROPOSED 9'x18' HANDICAP STALLS = 7 (w/1 Van Sta per ADA)

TOTAL NUMBER OF STALLS = 208

Exhibit “D”
Form of Grant Deed

Exhibit “E”
Form of Consent of First & Front Regarding Real Property Conveyance