

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

306



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
September 22, 2011

SUBJECT: Resolution No. 2011-227, Authorization to Exchange County - Owned Real Property in the City of Banning

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2011-227, Authorization to Exchange County Owned Real Property in the City of Banning, Assessor's Parcel Number 543-160-015, consisting of the transfer of one single-family residence on .87 acres with Eloise Allen, Trustee or Successor Trustees of the Survivor's Trust of the Allen Family Trust (Allen Trust). In exchange for this property, Allen Trust will grant to the County of Riverside the Real Property located in the City of Banning, Assessor's Parcel Numbers 543-170-006, 543-170-011 and 543-170-012, consisting of 8.06 acres of vacant land;

(Continued)

Lisa Brandl for

Robert Field
Assistant County Executive Officer/EDA
By Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 31,350	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Private party reimbursement

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 DATE: *9/20/11*
 Department of *Facilities Management*
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel*
 DATE: *8/22/11*
 SYNTHIA M. GUNZEL
 Policy Consent
 Policy Consent
 Dept's Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: 3.38 of 7/1/08; 3.47 of 7/29/08 ;
3.12 of 9/20/11

District: 5

Agenda Number:

3.15

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

2. Approve the Exchange of Real Property Agreement by and between the Eloise Allen, Trustee, or Successor Trustees, of the Decedent's Trust ("B" Trust) of the Allen Family Trust dated April 2, 1992 and the County of Riverside, and authorize the Chairman of the Board of Supervisors to execute the documents necessary to complete the exchange;
3. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed conveying the county-owned property to Allen Trust;
4. Authorize the Assistant County Executive Officer/EDA to certify acceptance of any documents running in favor of the County as part of this transaction; and
5. Authorize the Assistant County Executive Officer/EDA, or his designee to execute any other documents and administer all actions necessary to complete this transaction.

BACKGROUND:

On June 19, 2006, the Board of Supervisors received a report regarding the need to increase the capacity of the county's jail system. The report recommended adding 400 to 600 beds to the Larry Smith Correctional Facility. The increase in bed capacity necessitate the purchase of additional property to provide for increased parking capacity and to create a buffer zone between the facility and the adjacent neighborhood.

For the past several years, the Real Estate Division of EDA (EDA/RE) has been involved in the acquisition of several parcels, including Assessor's Parcel Number 543-160-015. The parcel is improved with a single-family residence on approximately .87 acres. The BOS approved this purchase as identified by Minute Order 3.47 on July 29, 2008. Escrow closed August 27, 2008.

Pursuant to Government Code Section 25365, the County may exchange real property or any interest therein, belonging to the County with any person, if the property or interest therein to be conveyed is not required for county use and the property to be acquired is needed for county use. This exchange may be upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code. The value of the private real property exchanged shall be equal to or greater than 75% of the value of the county property offered in the exchange. The cash added to balance the transaction shall not be greater than 25% of the value of the county property proposed for exchange. The County intends to convey the fee simple interest in real property located in the City of Banning, County of Riverside, Assessor's Parcel Number 543-160-015, in exchange for the fee simple interests in real property, Assessor's Parcel Numbers 543-170-006, 543-170-011 and 543-170-012, by Grant Deeds with Eloise Allen, Trustee of the Decedent's Trust ("B" Trust) of the Allen Family Trust dated April 2, 1992. The Allen Trust has agreed to convey these parcels in exchange for the County's parcel with the Allen Trust contributing \$31,350, to bring the exchange transaction into compliance with the Government Code Section 25365. No other consideration shall be paid by either party.

(Continued)

BACKGROUND: (Continued)

On September 20, 2011, the Board approved Resolution No. 2011-226, Notice of Intention to Exchange County Owned Real Property in the City of Banning.

Staff recommends approval of Resolution No. 2011-227, Authorization to Exchange County Owned Real Property in the City of Banning. The approval of the proposed exchange of county-owned property for the land owned by Allen Trust would be of great benefit to the County, since the Allen Trust parcels are contiguous to the Larry Smith Correctional Facility. As a result, the larger site will permit the County to continue its expansion of the Larry Smith Correctional Facility.

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

FINANCIAL DATA:

This is a property transfer with the other party contributing \$31,350, which will be used to offset staff time and actual costs incurred by the Economic Development Agency, Real Estate Division.

Attachments:

Exchange of Real Property Agreement

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2 RESOLUTION NO. 2011-227

3 AUTHORIZATION TO EXCHANGE REAL PROPERTY
4 IN THE CITY OF BANNING, COUNTY OF RIVERSIDE

5
6 WHEREAS, the County needs to acquire additional real property for the expansion of the
7 Larry Smith Correctional Facility ("Facility") to increase the parking capacity and create a buffer
8 zone between the Facility and the adjacent neighborhood; and

9 WHEREAS, the County owns certain .87 acre parcel of real property with a single family
10 residence situated thereon, also known as Assessor's Parcel Number 543-160-015, located in
11 the City of Banning, County of Riverside, State of California, which is not required for county
12 use; and

13 WHEREAS, an adjacent property owner, Eloise Allen, Trustee of the Allen Family Trust
14 dated April 2, 1992, ("Allen Trust") owns certain real property consisting of 8.02 acres of vacant
15 land, also known as Assessor's Parcel Numbers 543-170-006, 543-170-011 and 543-170-012,
16 that is desired by the County to accommodate the County's needs for the Facility; and

17 WHEREAS, pursuant to Government Code Section 25365, the County may exchange
18 real property belonging to the County with any person upon the terms and conditions as are
19 agreed upon and without complying with any other provisions of the Government Code, if the
20 property to be conveyed is not required for County use and the property to be acquired is
21 needed for County use; and

22 WHEREAS, the County and Allen Trust now desire to exchange the fee simple interests
23 in real property described herein; and

24 WHEREAS, the property to be acquired by the County would be of great benefit to the
25 County and the expansion of the Facility due to the location and proximity of this real property to
26 the Facility; now, therefore,

27 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the
28 County of Riverside, California, in regular session assembled on October 4, 2011, at 9:00 am, in

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 8/20/11
DATE
SYNTHIA M. GUNZEL

1 the meeting room of the Board of Supervisors, located on the 1st floor of the County
2 Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the exchange of
3 real property interests with Eloise Allen, Trustee of the Allen Family Trust dated April 2, 1992,
4 and approves that certain Exchange Agreement dated August 1, 2011, between the County and
5 Allen Trust for the following described fee simple interests in real property and pursuant to the
6 terms and conditions of the Exchange Agreement: The County and Allen Trust will consummate
7 the exchange when the County conveys County-owned real property, consisting of .87 acre
8 parcel of real property with a single family residence situated thereon, also known as Assessor's
9 Parcel Number 543-160-015, located in the City of Banning, County of Riverside, State of
10 California to Allen Trust and Allen Trust will convey Allen Trust-owned real property consisting of
11 8.02 acres of vacant land, also known as Assessor's Parcel Numbers 543-170-006, 543-170-
12 011 and 543-170-012 to the County and tender to the County \$31,350.00 to equalize the
13 transaction as required by Government Code Section 25365.

14 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
15 Supervisors of the County of Riverside is authorized to execute the documents to complete the
16 conveyance of real property and this transaction.

17 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
18 Officer for the Economic Development Agency, or his designee, is authorized to execute any
19 other documents to complete this transaction.

20 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
21 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of Banning, and described as follows:

THAT PORTION OF LOT 82 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGE 149 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF WESLEY STREET AT THE NORTHWEST CORNER OF SAID LOT 82; THENCE EAST 90.00 FEET ON SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 350.00 FEET, PARALLEL WITH THE WEST LINE OF SAID LOT 81 TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE LAND CONVEYED TO JOHN B. NELSON, ET UX, BY DEED RECORDED AUGUST 22, 1970 AS INSTRUMENT NO. 79020 OF OFFICIAL RECORDS; THENCE EAST ON SAID PROLONGATION OF THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO JOHN B. NELSON, ET UX; THENCE NORTH ON THE WEST LINE OF SAID LAND TO THE SOUTH LINE OF THE NORTH 212.00 FEET ON SAID LOT 81; THENCE WEST ON LAST SAID SOUTH LINE TO A LINE OF LOT 81; THENCE NORTH 212.00 FEET ON SAID PARALLEL LINE TO THE SOUTH LINE OF SAID LOT 81; THENCE WEST 95.00 FEET ON LAST SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

(End of Legal Description)

EXHIBIT "A"

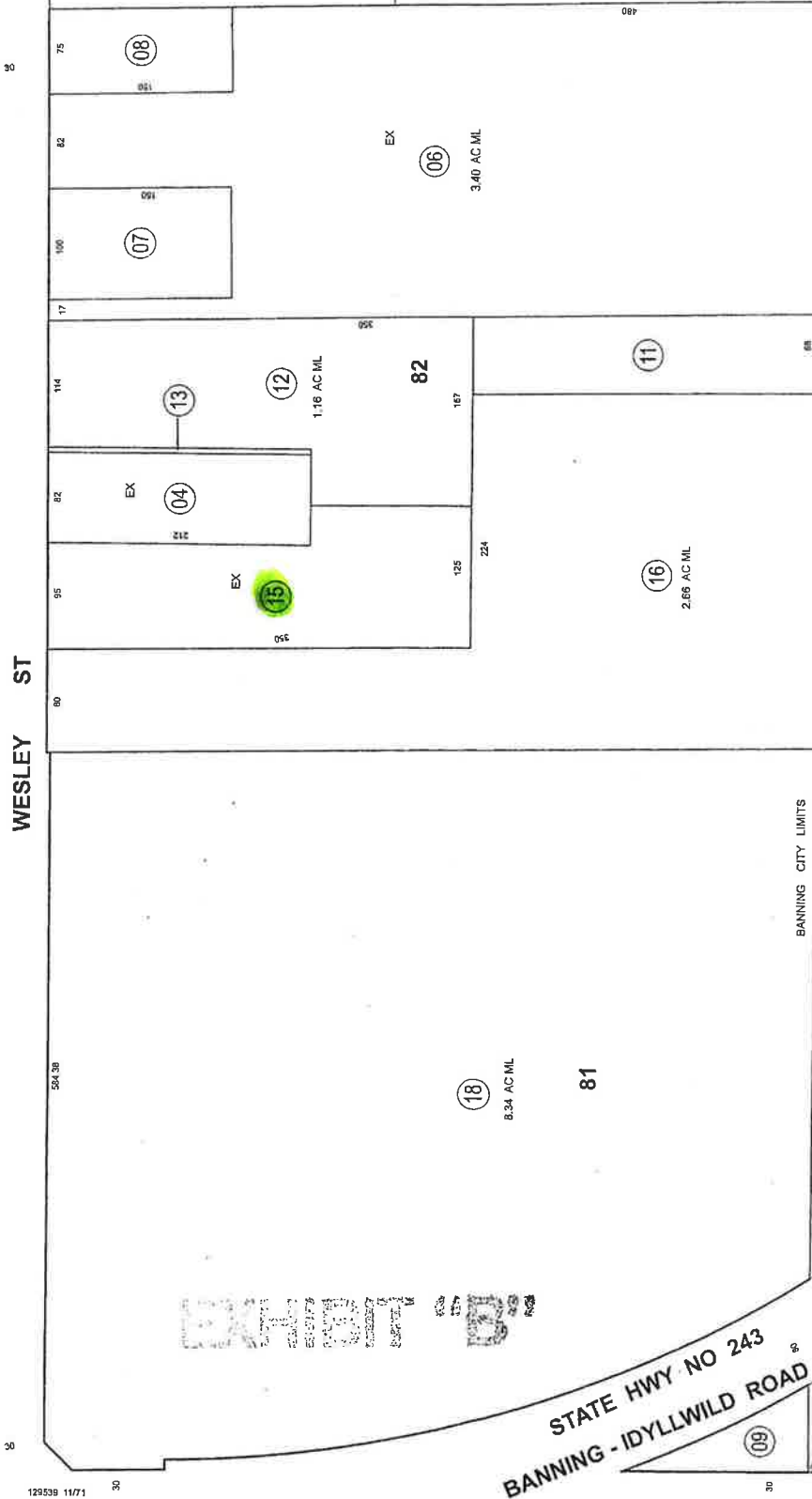
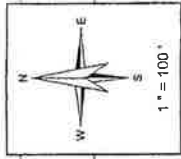
543-16
24-7-1

TRA 001-000

POR SW 1/4 SEC 15 T3S R1E

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

APR 21 2009



Date	Old No	New No
9/1/1976	13.5	10.13
9/1/1972	14	15.16
9/1/1972	17.2	17
4/13/2009	17	16.5T

MB	21	34	SB BANNING LAND & WATER COMPAN
MB	3	149	SD
MB	5	1186	PART OF BANNING COLONY LANDS

Bk. 543 Pg 13	Bk. 543 Pg 15	Bk. 543 Pg 14	Bk. 543 Pg 17
Bk. 543 Pg 04	Bk. 543 Pg 05	Bk. 543 Pg 14	Bk. 543 Pg 17

APRIL 2009



ASSESSOR'S MAP BK543 PG. 16
Riverside County, Calif.

© Unifacwood

EXHIBIT "C"

All that certain real property situated in the County of Riverside, State of California, described as follows:

The West 315 feet of Lot 90 of Banning Colony Lands, in the County of Riverside, State of California, in the Map of Part of Banning Colony Lands, as shown on Map on file in Book 3, Page(s) 149, of Maps, San Diego County Records, and further shown on Map on file in Book 5, Page(s) 186, Riverside County Records.

Excepting that portion granted to the County of Riverside by document recorded June 26, 1934 in Book 176, Page 409 of Official Records.

Assessor's Parcel Number:

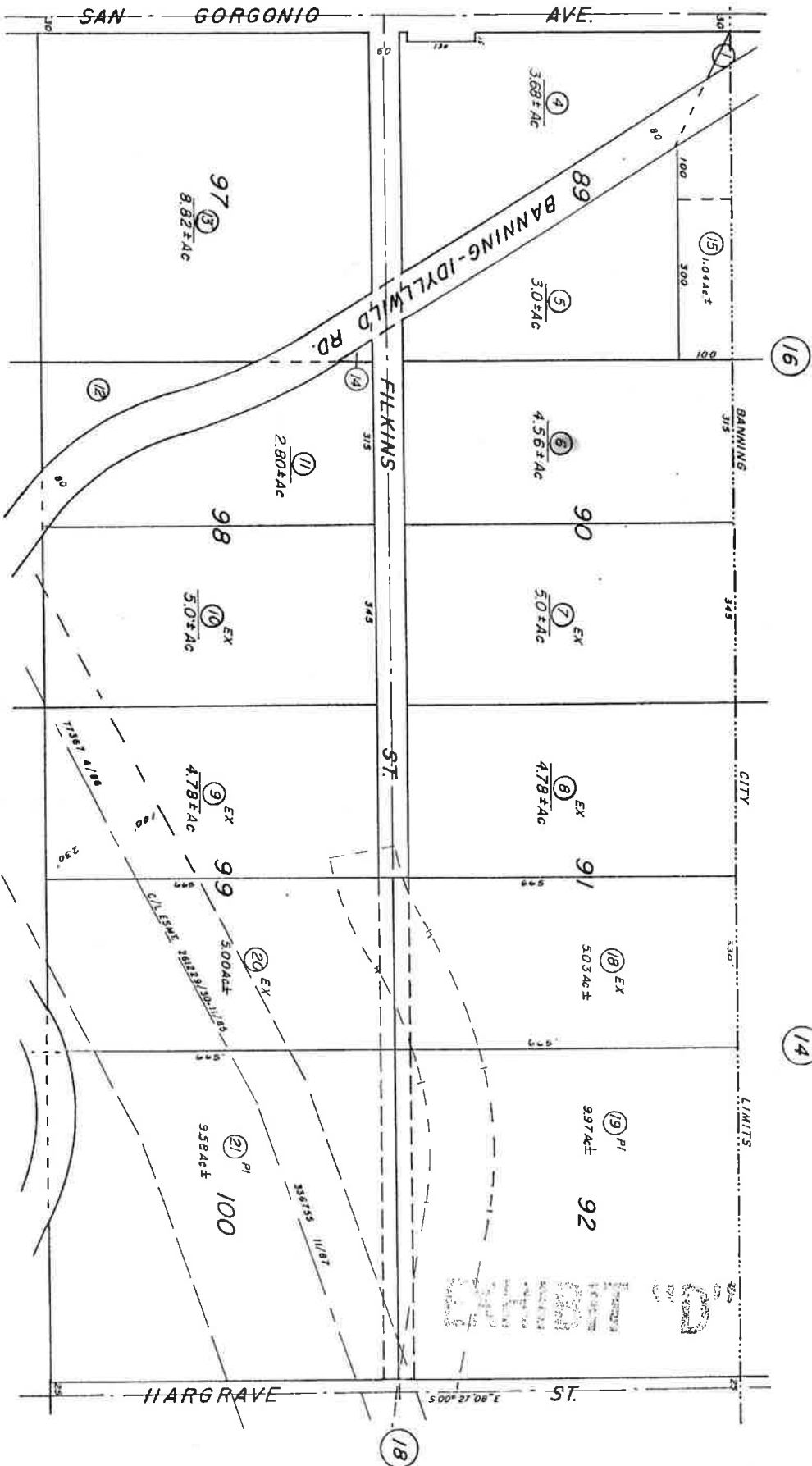
543-170-006

24-B
543-17

T.C.A. 5508

N 1/2 SW 1/4 SEC 15, T.3S., R.1E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



M.B. 3/14/95 D. & M.B. 5/1/86 Part of Banning Colony Lands

Date: R/S 3/8/82

DATE	D.O. NO.	NEW/AM.
4/2	2, 3	15
9/17/9	801,802	16, 17
2/86	16	18, 19
	17	20, 21

ASSESSOR'S MAP BK. 543 PG. 17
RIVERSIDE COUNTY, CALIF.
HM

EXHIBIT "E"

All that certain real property situated in the County of Riverside, State of California, described as follows:

The West 315 feet of Lot 98 of Banning Colony Lands, in the County of Riverside, State of California, in the Map of Part of Banning Colony Lands, as shown on Map on file in Book 3, Page(s) 149, of Maps, San Diego County Records, and further shown on Map on file in Book 5, Page(s) 186, Riverside County Records.

Excepting that portion granted to the County of Riverside by document recorded June 26, 1934 in Book 176, Page 409 of Official Records.

Assessor's Parcel Numbers:

543-170-011 and 543-170-012

24-8
543-17

T.C.A. 5508

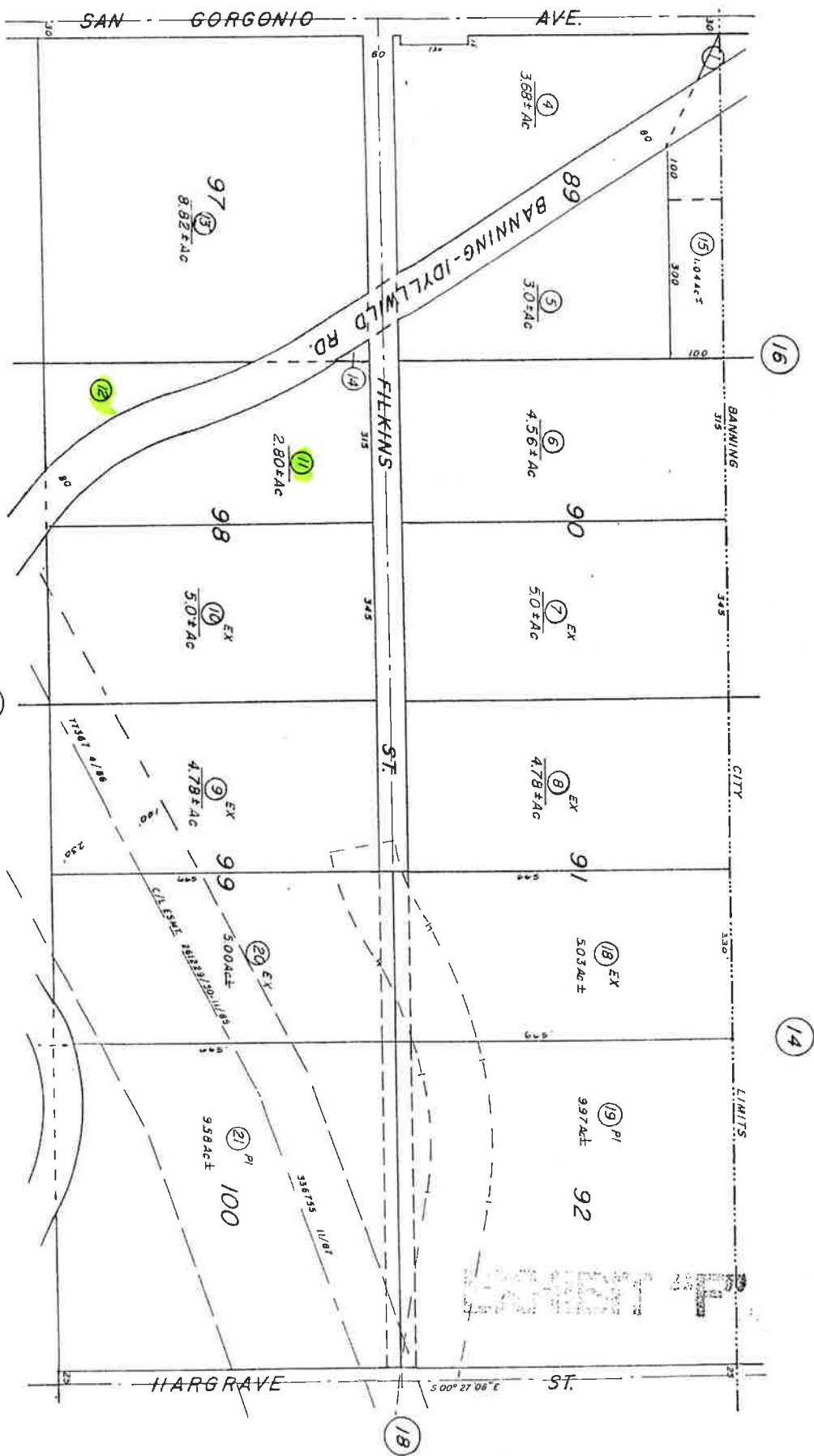
N 1/2 SW 1/4 SEC 15, T.35, R.1E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	OLD NO.	NEW NO.
4/74	1	15
9/79	801,802	16,17
2/86	18	18,19
	17	20,21

M.B. 3/149 S.D. & M.B. 5/186 Part of Banning Colony Lands
DATE: R/S 38/82



1 EXCHANGE OF REAL PROPERTY AGREEMENT
2 BY AND BETWEEN
3 THE COUNTY OF RIVERSIDE AND
4 ELOISE ALLEN, TRUSTEE, OF THE DECEDENT'S TRUST ("B" TRUST)
5 OF THE ALLEN FAMILY TRUST DATED APRIL 2, 1992
6

7 This EXCHANGE OF REAL PROPERTY Agreement ("Agreement") is made and
8 entered into as of this 1st day of AUGUST, 2011 ("Effective Date")
9 by and between ELOISE ALLEN, TRUSTEE, OR SUCCESSOR TRUSTEES, OF THE
10 DECEDENT'S TRUST ("B" TRUST) OF THE ALLEN FAMILY TRUST DATED APRIL
11 2, 1992 ("ALLEN") and the COUNTY OF RIVERSIDE, a Political Subdivision of the
12 State of California, ("COUNTY"). Allen and County are sometimes hereinafter referred
13 to individually as a "Party" and collectively shall be referred to hereinafter as "Parties".
14

15 **RECITALS**
16

17 R1. County's Property.

18 A. COUNTY owns the fee interests in the following property located in the
19 County of Riverside, identified that is the subject of this Agreement ("COUNTY PROPERTY"):

20 Property 1 (Assessor's Parcel Number 543-160-015): Property 1 is improved
21 with one single-family residence on approximately 0.87 acres. Property 1 is more particularly
22 described in the legal description referenced in Exhibit A and plat map as Exhibit B attached
23 hereto and made a part hereof.

24 B. WHEREAS, COUNTY desires to convey the fee interests in the
25 COUNTY PROPERTY to Allen in exchange for the fee interests in the ALLEN PROPERTY.

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1 R2. Allen's Property.

2 A. ALLEN owns the fee interests in the following three (3) parcels located in
3 the County of Riverside identified as Assessor's Parcel Numbers 543-170-006, 543-170-011
4 and 543-170-012 that are the subject of this Agreement ("ALLEN PROPERTY"):

5 Property 2 (Assessor's Parcel Number 543-170-006): Property 2 is
6 approximately 4.56 acres of vacant land and is more particularly described in the legal
7 description referenced as Exhibit C and plat map as Exhibit D, attached hereto and made a
8 part hereof.

9 Property 3 (Assessor's Parcel Numbers 543-170-011 and 543-170-012):
10 Property 3 is approximately 2.80 acres of vacant land and is more particularly described in the
11 legal description referenced as Exhibit E and plat map as Exhibit F, attached hereto and made
12 a part hereof.

13 B. WHEREAS, ALLEN desires to convey the fee interests in the ALLEN
14 PROPERTY to COUNTY in exchange for the fee interests in the COUNTY PROPERTY.

15
16 **AGREEMENT**
17

18 NOW, THEREFORE, and in consideration of the mutual covenants and
19 agreements herein contained, and for other good and valuable consideration, the
20 receipt and adequacy of which are hereby acknowledged, the Parties hereby agreed
21 as follows:

22
23 **1. CONVEYANCE AND EXCHANGE**

24 1.1 COUNTY agrees to convey the COUNTY PROPERTY free and
25 clear of all liens, encumbrances, assessments, easements, leases, (recorded and
26 unrecorded) and taxes via an exchange to ALLEN with no cash compensation to
27 ALLEN and upon the terms and conditions hereinafter set forth.
28

1 ALLEN agrees to accept COUNTY PROPERTY in an "as-is" condition
2 with all faults and specially and expressly without any warranties, representation or
3 guarantees, either express or implied of any kind, nature or type whatsoever from or on
4 behalf of COUNTY.

5 1.2 ALLEN agrees to convey the ALLEN PROPERTY free and clear of
6 all liens, encumbrances, assessments, easements, leases, (recorded and unrecorded)
7 and taxes via an exchange to COUNTY along with cash consideration in the amount of
8 Thirty One Thousand Three Hundred Fifty Dollars, (\$31,350.00), ("Cash
9 Consideration") to COUNTY and upon the terms and conditions hereinafter set forth.

10 COUNTY agrees to accept ALLEN property in an "as-is" condition with all
11 faults and specially and expressly without any warranties, representation or
12 guarantees, either express or implied of any kind, nature or type whatsoever from or on
13 behalf of ALLEN.

14 **2. PAYMENT**

15 COUNTY and ALLEN agree that the values of COUNTY PROPERTY and
16 ALLEN PROPERTY plus the cash consideration are generally equivalent, and
17 therefore the exchange described herein shall be compensation in full for each Party.
18 On or before the Closing Date, ALLEN shall deposit the Cash Consideration with
19 Escrow Holder in cash or in immediately available funds.

20 **3. GRANT DEEDS**

21 Within fourteen (14) days from the COUNTY execution of this Agreement, the
22 Parties shall execute and deliver to Escrow Holder Grant Deeds substantially in form
23 acceptable to COUNTY.

24 **4. ESCROW**

25 4.1 Opening Escrow: Upon execution of this Agreement by all Parties,
26 COUNTY shall open an Escrow with Lawyers Title Company ("Escrow Holder"), for the
27 purposing of consummating the conveyance and transfer of the COUNTY PROPERTY
28 and ALLEN PROPERTY. Upon opening Escrow, COUNTY shall deposit the executed

1 Agreement with Escrow Holder and both Parties shall deposit the executed Deeds with
2 Escrow Holder within the time specified in Section 3.

3 4.2 Escrow Instructions: This executed Agreement shall constitute as
4 the escrow instructions to ESCROW HOLDER. The Parties agree to execute such
5 additional instructions as may be required by Escrow Holder or otherwise in order to
6 complete this transaction, provided however that such instructions shall not conflict
7 with any provisions of this Agreement. If there is any inconsistency between such
8 additional instructions and this Agreement, this Agreement shall control unless the
9 Parties express agree in writing otherwise.

10 4.3 Title Insurance: Title Insurance, if any, shall be at COUNTY'S
11 option on ALLEN'S PROPERTY and if so desired shall be at COUNTY'S expense.
12 Title Insurance, if any, shall be at ALLEN'S option on COUNTY'S PROPERTY and if so
13 desired shall be at ALLEN'S expense.

14 4.4 Close of Escrow: This conveyance and exchange of the COUNTY
15 PROPERTY and ALLEN PROPERTY shall take place no later than the date that is
16 sixty (60) days after this Agreement is delivered to Escrow Holder (the "Closing Date,"
17 "Close of Escrow," and/or the "Closing"). The escrow period can be extended by
18 mutual agreement of the Parties. The Escrow Holder shall be notified in writing by
19 ALLEN and COUNTY if an extension is in effect.

20 4.5 Closing, Recording, and Disbursements: On or before the Closing
21 Date, have been satisfied or waived in writing, Escrow Holder shall take the following
22 actions:

23 (1) Recording. Escrow Holder shall cause the Deeds to be recorded
24 in Office of the County Recorder of Riverside, California.

25 (2) Disbursement. Escrow Holder shall disburse to COUNTY the
26 Cash Consideration less charges to be paid by or on behalf of COUNTY.

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1 (3) Title Policy. Escrow Holder shall deliver to COUNTY the
2 commitment of the title company selected by COUNTY to issue the title
3 policy, if COUNTY selected to obtain a title policy.

4 (4) Delivery of Documents to COUNTY. Escrow Holder shall deliver
5 to COUNTY conformed copies of the Deeds and any other documents (or copies
6 thereof) deposited by ALLEN with Escrow Holder under this Agreement. Originals of
7 the Deeds shall be returned to COUNTY after recordation.

8 (5) Delivery of Documents to ALLEN. Escrow Holder shall deliver to
9 ALLEN conformed copies of the Deeds and any documents (or copies thereof)
10 deposited by COUNTY with Escrow Holder under this Agreement.

11 **5. PAYMENT OF FEES**

12 COUNTY shall pay all escrow, recording and trust deed clearance fees incurred
13 in this transaction and the premium charged for its title insurance, if such insurance is
14 desired by COUNTY. For purposes of this transaction, trust deed clearance fees are
15 defined as forwarding fees, trustee's fees, and reconveyance fees.

16 **6. CONDITIONS PRECEDENT TO CLOSE OF ESCROW**

17 6.1 Title to the COUNTY PROPERTY is free and clear of all liens,
18 encumbrances, assessments, easements, leases (recorded and unrecorded), except
19 any title exceptions not required to be cleared from the title to said COUNTY
20 PROPERTY.

21 6.2 Title to the ALLEN PROPERTY is free and clear of all liens,
22 encumbrances, assessments, easements, leases (recorded and unrecorded) and
23 taxes, except any title exceptions not required to be cleared from the title to said
24 ALLEN PROPERTY. ALLEN shall remain liable for payment of any taxes allocable to
25 a period prior to the time title is vested in COUNTY.

26 **7. WARRANTIES**

27 COUNTY and ALLEN both warrants that:
28

1 7.1 They will not enter into any agreements or undertake any new
2 obligations prior to Close of Escrow which will in any way burden, encumber or
3 otherwise affects its interests in the PROPERTY without the prior written consent of
4 both Parties, which both Parties may grant or withhold at its sole discretion.

5 7.2 Each signatory to this Agreement authority to sign this Agreement
6 in his individual and/or representative capacity.

7 **8. IMMEDIATE POSSESSION**

8 It is understood and agreed by and between the Parties that the right of
9 possession and use of the Property by both Parties, including the right to remove and
10 dispose of improvements, shall commence immediately upon the execution of this
11 Agreement by the Parties.

12 **9. REMOVAL OF PERSONAL PROPERTY**

13 It is understood and agreed by and between the Parties that the conveyance
14 and transfer of PROPERTY does not include personal property, unless abandoned
15 under this Section. It shall be the responsibility of both Parties to determine the
16 ownership of any personal property located on the PROPERTY and arrange for the
17 removal thereof. Both Parties assumes no liability for the enforcement of any
18 agreement between any third Parties pertaining to any matter of personal property
19 disposition.

20 Should both Parties fail to remove any items of personal property upon vacation
21 of their PROPERTY, the right to remove such items shall terminate and such items
22 shall be considered as abandoned and may be disposed as each Party sees fit without
23 any liability.

24 **10. MISCELLANEOUS**

25 10.1 Notice. As used in this Agreement, notice includes but is not
26 limited to, the communication of any notice, request, demand, approval, statement,
27 report, acceptance, consent, waiver and appointment. All notices must be in writing.
28 Notice is given either (i) when delivered in person to the person or company intended

1 named below, (ii) when delivered via facsimile with confirmation from the receiving
2 Party via return fax; or (iii) when sent via reputable overnight courier (such as Federal
3 Express), addressed by name and addressed to the Party or persons intended, as
4 follows:

5
6 If to Allen: Eloise Allen
7 210 E. Wesley Street
8 Banning, California 92220
9 Telephone: (951) 318-6899

10
11 If to County: County of Riverside
12 Department of Facilities Management
13 Real Estate Division
14 3403 10th Street, Suite 500
15 Riverside, CA 92501
16 Attention: James Force
17 Supervising Real Property Agent
18 Telephone: (951) 955-4822
19 Fax: (951) 955-4837

20
21 Until such time as a Party gives notice of the change of address in accordance
22 with the terms of this section.

23
24 10.2 Time of the Essence. Time is of the essence with respect to this
25 Agreement.

26 10.3 Assignment. Neither this Agreement nor any interest herein shall
27 be assignable by any Party without prior written consent of the other parties.
28

1 10.4 Governing Law. All questions with respect to this Agreement and
2 the rights and liabilities of the Parties hereto shall be governed by the laws of the State
3 of California.

4 10.5 Entire Agreement. This Agreement contains the entire agreement
5 of the Parties hereto with reference to the subject matter hereof, and supersedes all
6 negotiations or previous agreements between the Parties with respect to all or any
7 portion of the subject matter hereof.

8 10.6 Headings. Any headings contained in this Agreement are solely
9 for the purposes of convenience of reference and shall not constitute a part hereof nor
10 shall they be utilized to interpret any term or condition contained in this Agreement and
11 the actions to be performed herein.

12 10.7 Inurement. Subject to the restrictions against assignment as
13 herein contained, this Agreement shall inure to the benefit of, and shall be binding
14 upon, the assigns, successors in interest, personal representatives, estates, heirs and
15 legatees of each of the Parties hereto.

16 10.8 Changes or Modifications. No part of this may be modified,
17 altered, amended, waived, or changed without the express written consent of the
18 Parties hereto.

19 10.9 Further Assurances. Each Party shall execute, deliver and
20 acknowledge all such further instruments of transfer and conveyance or otherwise and
21 to perform all such other acts as any other Party may reasonably request to more
22 effectively carry out the terms and conditions of this Agreement and the transaction
23 contemplated herein.

24 10.10 Additional Documents. All Parties hereto agree to execute any
25 and all additional documents and instruments necessary to carry out the terms of this
26 Agreement.

27 10.11 Successors. This Agreement shall be binding upon and inure to
28 the benefit of the successors and assigns of the respective Parties hereto.

1 10.12 Counterparts. This Agreement may be executed in any number of
2 counterparts, each of which when so executed shall be deemed to be an original, and
3 all of which when taken together shall be deemed a single original.

4 10.13 Survival of Covenants and Conditions. All covenants and
5 conditions set forth in this Agreement shall survive Close of Escrow.

6 **11. ATTACHMENTS**

7 This Agreement includes the following, which are attached hereto and made a
8 part hereof:

9
10 Exhibit "A" – Legal Description for Assessor's Parcel Number 543-160-015

11 Exhibit "B" – Plat Map for Assessor's Parcel Number 543-160-015

12 Exhibit "C" – Legal Description for Assessor's Parcel Number 543-170-006

13 Exhibit "D" – Plat Map for Assessor's Parcel Number 543-170-006

14 Exhibit "E" – Legal Description for Assessor's Parcel Number 543-170-011 and -
15 012

16 Exhibit "F" – Plat Map for Assessor's Parcel Number 543-170-011 and -012

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1 IN WITNESS WHEREOF, the Parties hereto have executed this EXCHANGE
2 OF REAL PROPERTY AGREEMENT as of the day and year first above written.

3
4 ELOISE ALLEN, Trustee, or Successor
5 Trustees, of the Decedent's Trust ("B"
6 Trust) of the Allen Family Trust Dated
7 April 2, 1992

8 By: *Eloise Allen*

9
10 COUNTY OF RIVERSIDE, a Political
11 Subdivision of the State of California

11 **ATTEST:**
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: _____
15 Bob Buster, Chairman
16 Board of Supervisors

17 By: _____
18 Deputy

19 **APPROVED AS TO FORM:**
20 Pamela J. Walls
21 County Counsel

22 By: *Synthia M. Gunzel*
23 Synthia M. Gunzel
24 Deputy County Counsel

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of Banning, and described as follows:

THAT PORTION OF LOT 82 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGE 149 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF WESLEY STREET AT THE NORTHWEST CORNER OF SAID LOT 82; THENCE EAST 90.00 FEET ON SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 350.00 FEET, PARALLEL WITH THE WEST LINE OF SAID LOT 81 TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE LAND CONVEYED TO JOHN B. NELSON, ET UX, BY DEED RECORDED AUGUST 22, 1970 AS INSTRUMENT NO. 79020 OF OFFICIAL RECORDS; THENCE EAST ON SAID PROLONGATION OF THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO JOHN B. NELSON, ET UX; THENCE NORTH ON THE WEST LINE OF SAID LAND TO THE SOUTH LINE OF THE NORTH 212.00 FEET ON SAID LOT 81; THENCE WEST ON LAST SAID SOUTH LINE TO A LINE OF LOT 81; THENCE NORTH 212.00 FEET ON SAID PARALLEL LINE TO THE SOUTH LINE OF SAID LOT 81; THENCE WEST 95.00 FEET ON LAST SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

(End of Legal Description)

EXHIBIT "A"

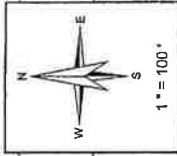
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

APR 21 2009

POR SW 1/4 SEC 15 T3S R1E

TRA 001-000

543-16
24-7-1



WESLEY ST

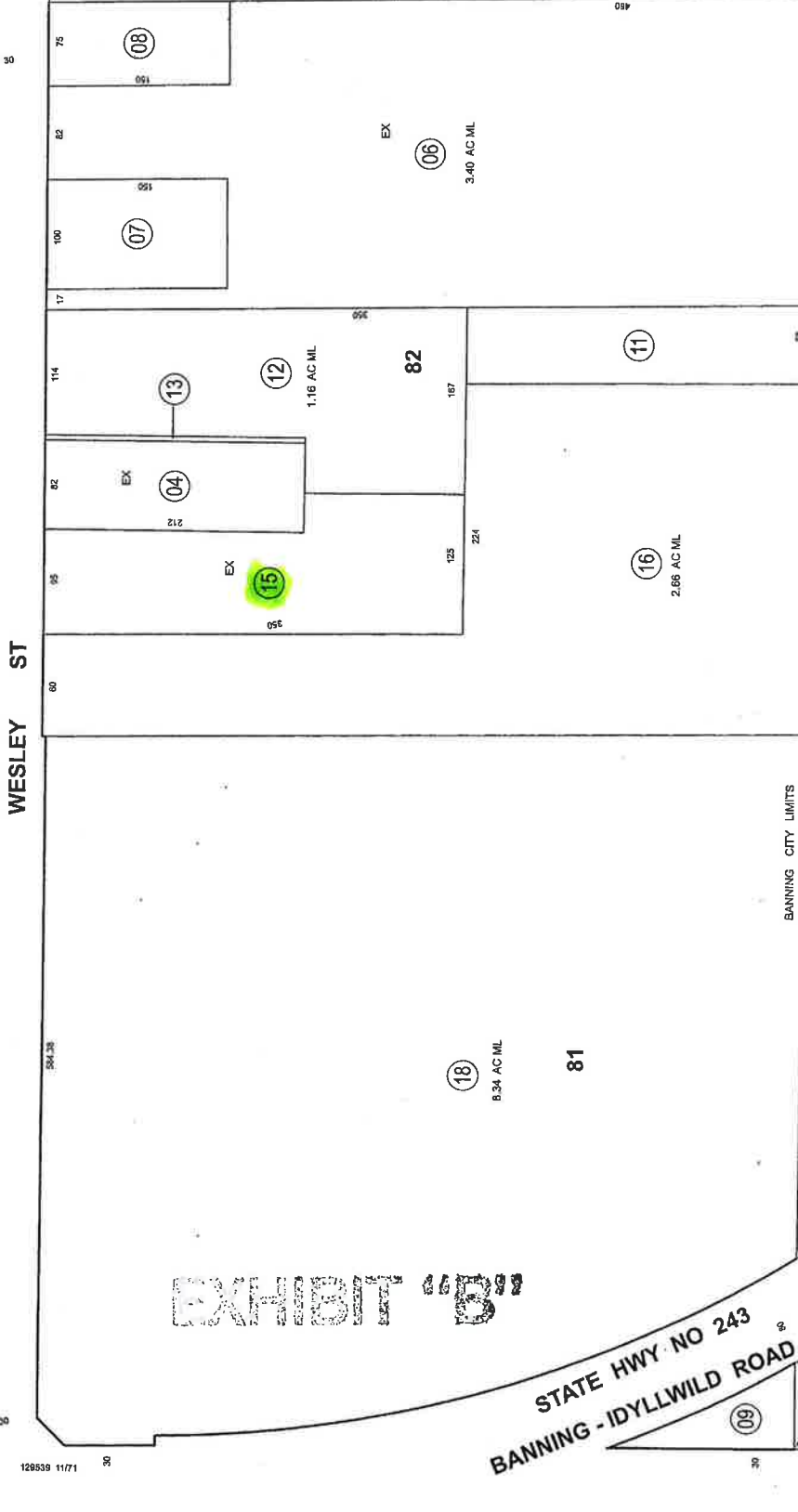
WESLEY ST

WESLEY ST

128539 11771

EXHIBIT 'B'

STATE HWY NO 243
BANNING - IDYLLWILD ROAD



Date	Old No	New No
9/1/1978	3,5	10,18
9/1/1972	14	15,16
9/1/1973	1,2	3,7
4/13/2009	17	18, ST

MB	2/	34/ SB BANNING LAND & WATER COMPAN
MB	3/	149 SD
MB	5/	186 PART OF BANNING COLONY LANDS

APRIL 2009

Bk. 543 Pg 13	Bk. 543 Pg 15	Bk. 543 Pg 14
Bk. 543 Pg 04	Bk. 543 Pg 17	Bk. 543 Pg 05



ASSESSOR'S MAP BK543 PG.16
Riverside County, Calif.

D'Unterwood

BANNING CITY LIMITS

EXHIBIT "C"

All that certain real property situated in the County of Riverside, State of California, described as follows:

The West 315 feet of Lot 90 of Banning Colony Lands, in the County of Riverside, State of California, in the Map of Part of Banning Colony Lands, as shown on Map on file in Book 3, Page(s) 149, of Maps, San Diego County Records, and further shown on Map on file in Book 5, Page(s) 186, Riverside County Records.

Excepting that portion granted to the County of Riverside by document recorded June 26, 1934 in Book 176, Page 409 of Official Records.

Assessor's Parcel Number:

543-170-006

24-8
543-17

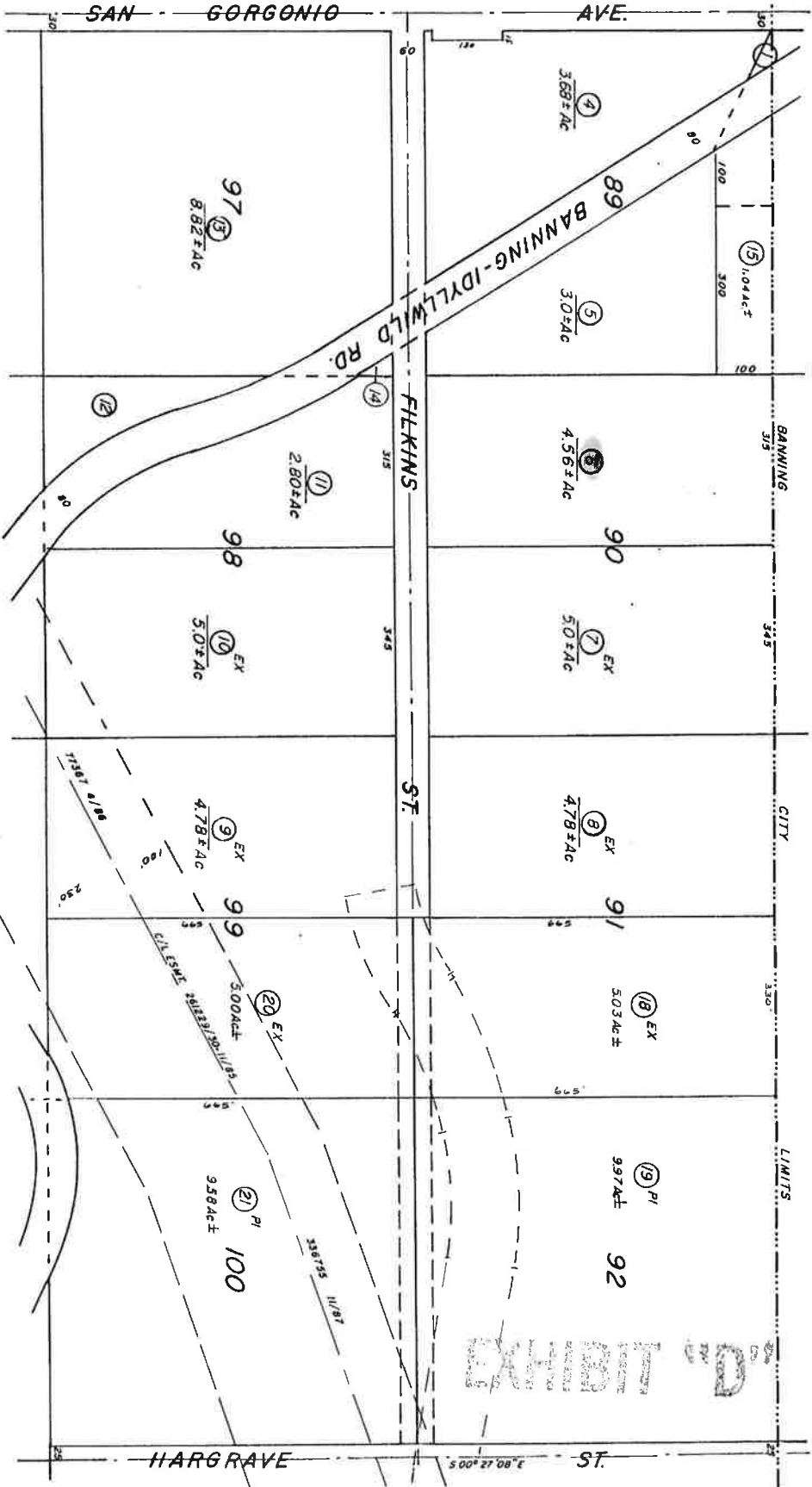
T.C.A. 5508

N 1/2 SW 1/4 SEC 15, T.3S., R.1E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	OLD	NEW	WEN	W/8
9/79	2, 3	15		
2/96	16	18, 19		
	17	20, 21		



M.B. 3/149 S.D. & M.B. 5/186 Part of Banning Colony Lands

Date: R/S 30/82

ASSESSOR'S MAP BK. 543 PG. 17
RIVERSIDE COUNTY, CALIF.
HM

EXHIBIT "E"

All that certain real property situated in the County of Riverside, State of California, described as follows:

The West 315 feet of Lot 98 of **Banning** Colony Lands, in the County of Riverside, State of California, in the Map of Part of Banning Colony Lands, as shown on Map on file in Book 3, Page(s) 149, of Maps, San Diego County Records, and further shown on Map on file in Book 5, Page(s) 186, Riverside County Records.

Excepting that portion granted to the County of Riverside by document recorded June 26, 1934 in Book 176, Page 409 of Official Records.

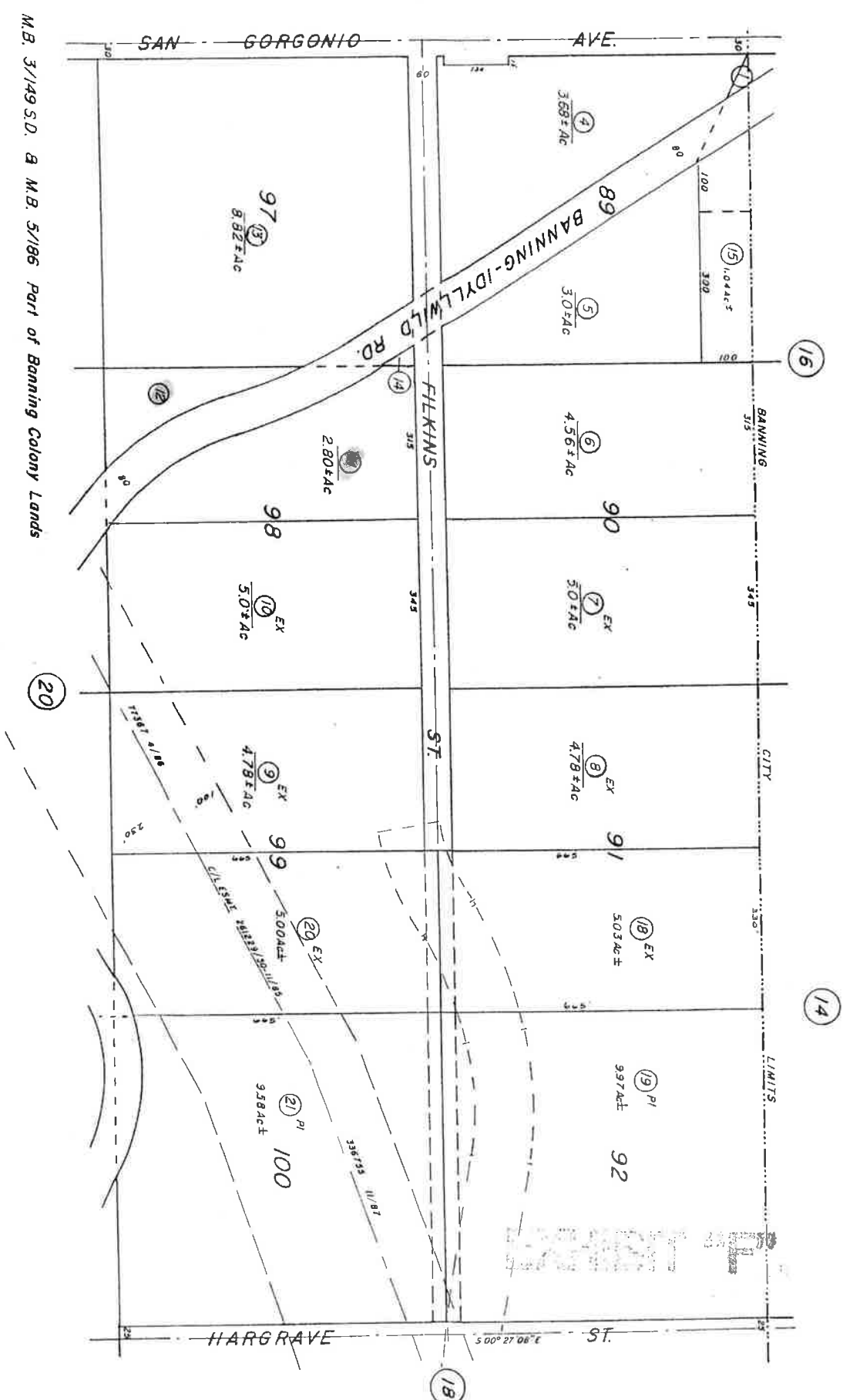
Assessor's Parcel Numbers:

543-170-011 and 543-170-012

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	DLB	AGE	HEIGHT	NO.
9/79	2.3	15		
2/86	1.6	18.19		
	1.7	20.21		



M.B. 3/149 S.D. & M.B. 5/186 Part of Banning Colony Lands

Date: R/S 3B/82

ASSESSOR'S MAP BK 543 PG 17
RIVERSIDE COUNTY, CALIF