

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2
3 RESOLUTION NO. 2012-126

4 AUTHORIZATION TO CONVEY REAL PROPERTY INTERESTS LOCATED EAST OF
5 LIME STREET & WEST OF HIGHWAY 91, BETWEEN 9TH & 12TH STREETS IN THE
6 CITY OF RIVERSIDE, CALIFORNIA, CONSISTING OF PORTIONS OF ASSESSOR'S
7 PARCEL NO. 215-310-006, 215-132-001 THROUGH 008 & 215-120-006, BY
8 VARIOUS INSTRUMENTS TO THE RIVERSIDE COUNTY TRANSPORTATION
9 COMMISSION
10

11 WHEREAS, County of Riverside owns fee simple interests in real property with
12 improved parking lots in the City of Riverside east of Lime Street and west of Highway
13 91 between 9th and 12th Streets, identified by Assessor Parcel Numbers 215-310-006,
14 215-132-001 through 008 & 215-120-006; and

15 WHEREAS, the Riverside County Transportation Commission requires varying
16 interests in portions of this real property for its SR-91 High-Occupancy Vehicle lane
17 (HOV) Project; and

18 WHEREAS, the Riverside County Board of Supervisors has determined that this
19 land is no longer needed for use by the County and declared this land to be surplus;

20 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by
21 the Board of Supervisors of the County of Riverside, California, in regular session
22 assembled on June 5, 2012, at 9:00 a.m., in the meeting room of the Board of
23 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon
24 Street, Riverside, California, authorizes the conveyance to the Riverside County
25 Transportation Commission the following described real property: Certain real property
26 located in the City of Riverside, State of California, identified by and as Assessor's
27 Parcel Numbers 215-310-006, 215-132-001 through 008 & 215-120-006, more
28 particularly described and depicted in Exhibits B-1, B-2, C-1, C-2, D-1, D-2, E-1, and E-

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 5-8-12
DATE
SYNTHIA M. GUNZEL

1 2, Legal Descriptions and depictions, attached hereto and thereby made a part hereof.

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

5 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County
6 Executive Officer/EDA, or his designee, is authorized to execute any other documents
7 to complete this transaction.

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

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28 JRF:ra/050812/024EO/13.869 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.869.doc

EXHIBIT "B-1"

LEGAL DESCRIPTION OF THE FEE PROPERTY

"Attached"

Exhibit "B-1"

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, more particularly described as follows:

BEGINNING at a point on the northeasterly line of said Block 11, Range 3, said point being distant South $60^{\circ}15'55''$ East, 262.59 feet from the northerly corner of said Block 11, Range 3; thence along said northeasterly line, South $60^{\circ}15'55''$ East, 18.06 feet to the westerly line of that land conveyed to the City of Riverside as Parcel 1 in a Director's deed recorded June 28, 1960 as Instrument No. 57118, Official Records of Riverside County; thence along said westerly line South $14^{\circ}16'39''$ West, 163.45 feet to the northeasterly boundary of that certain parcel of land conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County; thence along said boundary, North $60^{\circ}14'40''$ West, 1.61 feet; thence leaving said boundary North $14^{\circ}52'16''$ East, 60.91 feet; thence North $5^{\circ}30'39''$ East, 108.20 feet to the **POINT OF BEGINNING**.

TOGETHER with that portion of the underlying fee interest, if any, appurtenant to the above-described property in and to Eleventh Street (33.00 feet half width) lying easterly of the northerly prolongation of the westerly line of said property to the northeasterly line of Eleventh Street.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: _____

Nov. 26, 2008



That portion of Block 10, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, of the lands described in a deed to the County of Riverside, recorded October 30, 1975 as Instrument No. 134114 and in a Final Order of Condemnation, recorded November 15, 1974 as Instrument No. 147445, both of Official Records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 10, Range 3; thence along the southwesterly line of said Block 10, Range 3 as shown on said Map, South 60°15'55" East, 26.11 feet to the **POINT OF BEGINNING**; thence leaving said southwesterly line, North 7°50'47" West, 14.94 feet; thence North 33°01'00" East, 123.35 feet; thence (Course "A") North 33°01'00" East, 33.93 feet; thence (Course "B") North 29°43'57" East, 86.52 feet; thence (Course "C") South 60°15'54" East, 49.24 feet; thence (Course "D") South 0°15'04" East, 52.94 feet; thence (Course "E") North 89°27'14" East, 2.00 feet; thence (Course "F") South 13°45'32" East, 51.36 feet; thence (Course "G") South 0°15'06" East, 40.20 feet to the beginning of a curve concave westerly having a radius of 2166.50 feet; thence (Course "H") southerly along said curve through a central angle of 2°55'23" an arc distance of 110.53 feet; thence (Course "I") South 3°40'14" West, 46.04 feet to said southwesterly line of said Block 10, Range 3; thence along said southwesterly line of said Block 10, Range 3, South 60°15'55" East, 30.55 feet to the easterly boundary of said Final Order of Condemnation; thence along said easterly boundary North 14°16'39" East, 71.29 feet; thence continuing along said easterly boundary and the easterly boundary of said deed, North 12°07'21" East, 274.73 feet to the northeasterly line of said Block 10, Range 3 as shown on said Map; thence along said northeasterly line of Block 10, Range 3, North 60°14'35" West, 143.26 feet to the easterly boundary of that certain parcel of land described as Parcel 3 in a Final Order of Condemnation, recorded October 6, 1972 as Instrument No. 134217, Official Records of Riverside County and the beginning of a non-tangent curve concave southeasterly having a radius of 20.50 feet, a radial line bears North 17°09'48" West; thence Southwesterly along last said boundary and last said curve through a central angle of 43°06'11" an arc distance of 15.42; thence continuing along last said easterly boundary and the easterly boundary of that certain parcel of land described as Parcel 1 in a Final Order of Condemnation, recorded January 27, 1972 as Instrument No. 11500, Official Records of Riverside County, South 29°44'01" West, 305.62 feet to the beginning of a curve concave southeasterly having a radius of 20.50 feet; thence southwesterly along last said curve and last said easterly boundary through a central angle of 32°25'50" and arc distance of 11.60 feet to said southwesterly line of said Block 10, Range 3; thence along said southwesterly line of said Block 10, Range 3, South 60°15'55" East, 11.41 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to Eleventh Street (33.00 feet half width) lying easterly of the following described line:

(Continued)

BEGINNING at the southerly terminus of the above described (Course "I"); thence along the southerly prolongation of said (Course "I"), South 3°40'14" West, 29.48 feet; thence South 5°30'39" West, 43.34 feet to the southwesterly line of said Eleventh Street.

ALSO TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the south half of Tenth Street (66.00 feet wide) lying easterly of the following described line:

BEGINNING at a point on the above described northeasterly line of Block 10, Range 3, said point being distant South 60°14'35" East, 136.64 feet from the northerly corner of said Block 10, Range 3, and the beginning of a non-tangent curve concave southeasterly having a radius of 2101.50 feet, a radial line bears North 69°03'07" West; thence northeasterly along said curve through a central angle of 1°49'00" an arc distance of 66.63 feet to the northeasterly line of said Tenth Street.

ALSO TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the south half of Tenth Street (66.00 feet wide) lying westerly of the following described line:

BEGINNING at a point on the above described northeasterly line of Block 10, Range 3, said point being distant South 60°14'35" East, 97.49 feet from the northerly corner of said Block 10, Range 3, and the beginning of a non-tangent curve concave southwesterly having a radius of 366.00 feet, a radial line bears North 78°48'46" East; thence northwesterly along said curve through a central angle of 10°02'08" an arc distance of 64.11 feet; thence North 3°15'41" West, 25.63 feet to the northeasterly line of said Tenth Street.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway and along Courses A, B, C, D, E, F, G, H and I.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: _____

Nov. 26, 2003



Those portions of Block 9, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps in the Office of the County Recorder of San Bernardino County, of that certain parcel of land described in a deed to the County of Riverside recorded May 30, 1986 as Document No. 1986.124987, Official records of Riverside County, more particularly described as follows:

PARCEL 20432-1

BEGINNING at a point on the southwesterly line of said Block 9, Range 3, distant thereon, South $60^{\circ}14'35''$ East, 37.53 feet from the most westerly corner of said Block 9; thence (*Course "A"*) North $3^{\circ}15'41''$ West, 19.35 feet to a line which is parallel with and distant 60.00 feet southeasterly as measured a right angles from the centerline of Lime Street; thence (*Course "B"*) along said parallel line North $29^{\circ}43'25''$ East, 120.00 feet; thence continuing along said parallel line North $29^{\circ}43'25''$ East, 88.65 feet to the easterly boundary of said deed; thence along said boundary the following five (5) courses, (1) North $8^{\circ}58'21''$ West, 11.19 feet; thence (2) North $60^{\circ}16'24''$ West, 3.00 feet; thence (3) South $29^{\circ}43'25''$ West, 218.61 feet to the beginning of a curve concave easterly having a radius of 15.00 feet; thence (4) southeasterly along said curve through a central angle of $89^{\circ}58'00''$ an arc distance of 23.55 feet; thence (5) South $60^{\circ}14'35''$ East, 5.54 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Tenth Street (33.00 feet half width) lying westerly of the following described line:

BEGINNING at the southerly terminus of the above described Course "A"; thence South $3^{\circ}15'41''$ East, 25.63 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 366.00 feet, a radial line bears North $68^{\circ}46'38''$ East; thence southeasterly along said non-tangent curve through a central angle of $10^{\circ}02'08''$ an arc distance of 64.11 feet to the southwesterly line of said Tenth Street.

PARCEL 20432-2

BEGINNING at a point on the southwesterly line of said Block 9, Range 3, distant thereon, South $60^{\circ}14'35''$ East, 127.51 feet from the most westerly corner of said Block 9, Range 3, said point being on a non-tangent curve concave southeasterly having a radius of 2101.50 feet, a radial line bears North $67^{\circ}14'06''$ West; thence northeasterly along said non-tangent curve through a central angle of $1^{\circ}33'09''$ an arc distance of 56.95 feet to the easterly boundary of said Document No. 1986.124987, said easterly boundary also being the westerly right of way of State Route 91; thence along said easterly boundary South $12^{\circ}07'21''$ West, 59.40 feet to said southwesterly line of said Block 9, Range 3; thence North $60^{\circ}14'35''$ West, 11.83 feet to the **POINT OF BEGINNING**.

(Continued)

TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Tenth Street (33.00 feet half width) lying easterly of the southerly continuation of the westerly non-tangent curve of said property to the southwesterly line of said Tenth Street.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway and along above described courses "A" and "B".

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property descriptions have been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: _____

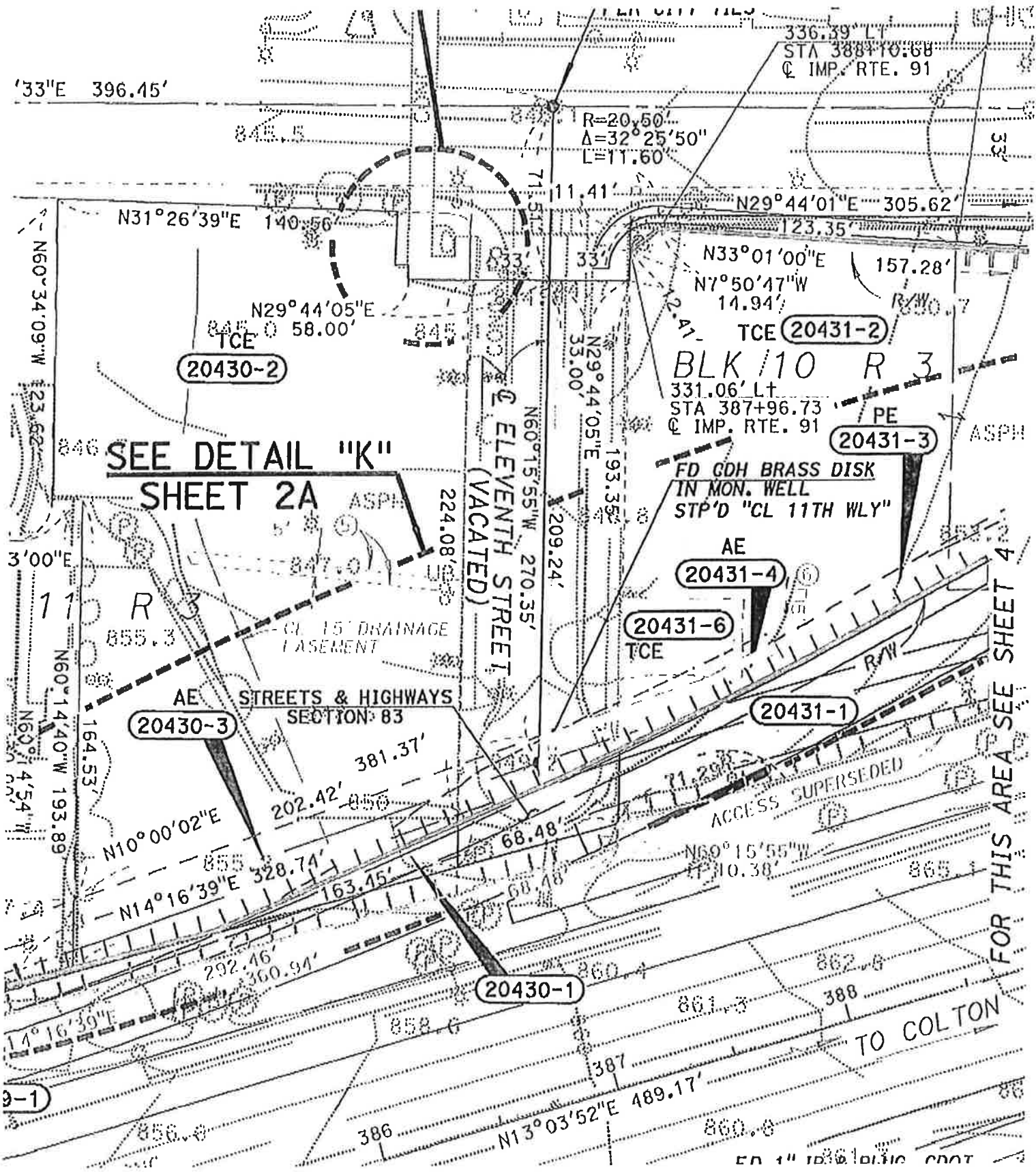
Nov. 24, 2008



EXHIBIT "B-2"

DEPICTION OF THE FEE PROPERTY

"Attached"



SEE DETAIL "K"
SHEET 2A

STREETS & HIGHWAYS
SECTION 83

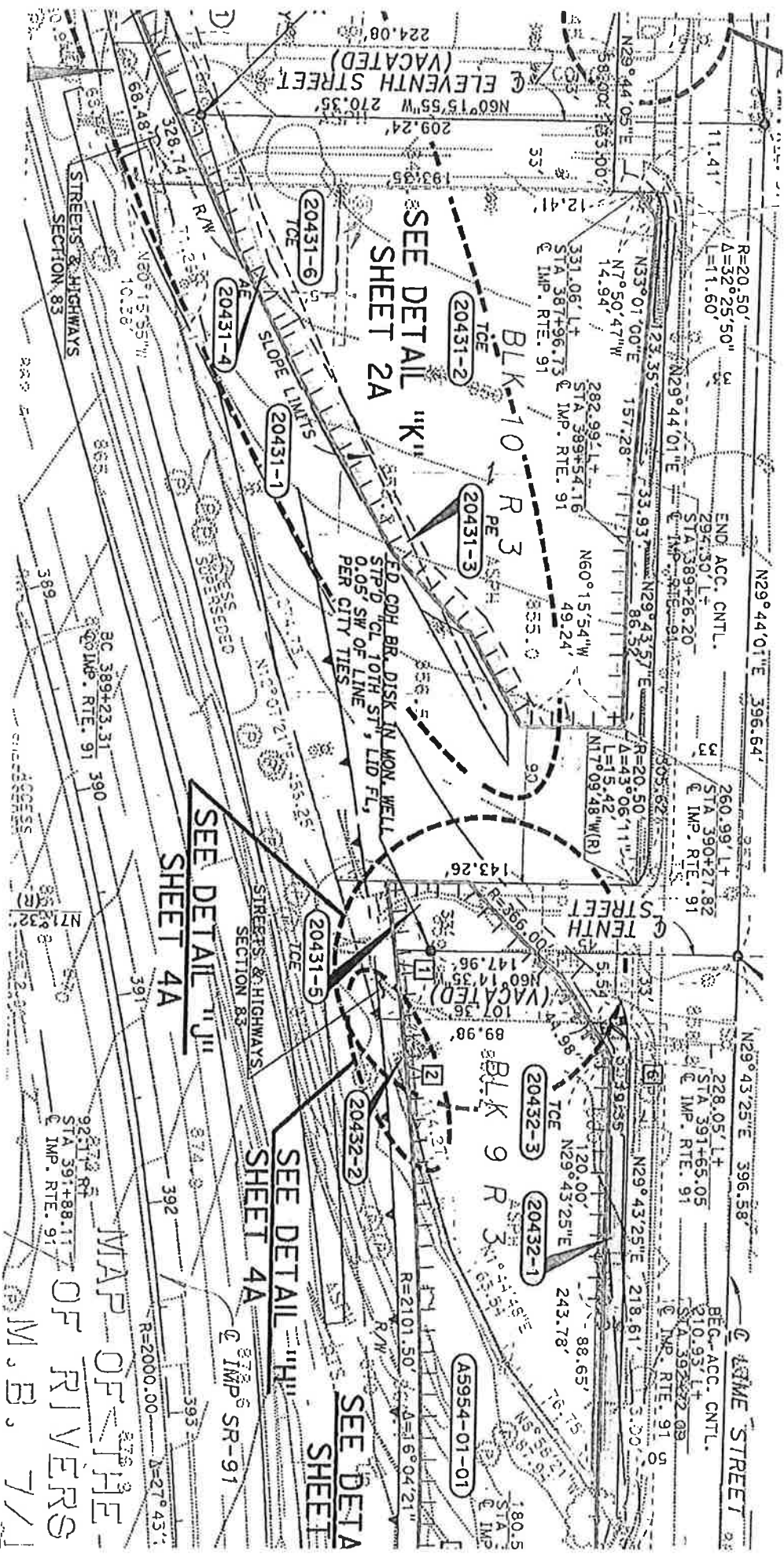
ELEVANTH STREET
(VACATED)

FD GDH BRASS DISK
IN MON. WELL
STP'D "CL 11TH WLY"

FOR THIS AREA SEE SHEETS 4

TO COLTON

ED 1" TO 361 PLIC CDOT



SEE DETAIL "K"
SHEET 2A

SEE DETAIL "J"
SHEET 4A

SEE DETAIL "H"
SHEET 4A

SEE DETAIL
SHEET

MAP OF THE
OF RIVERS
W. B. 7/1

BEACON STREET
END ACC. CNTL.
STA 390+27.82
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 391+65.05
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 392+22.09
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 397+88.11
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 389+23.31
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 387+96.73
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 389+54.16
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 387+96.73
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 389+23.31
@ IMP. RTE. 91

BEACON STREET
END ACC. CNTL.
STA 387+96.73
@ IMP. RTE. 91

EXHIBIT "C-1"

LEGAL DESCRIPTION OF THE AERIAL EASEMENT PROPERTY

"Attached"

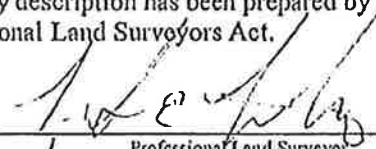
Exhibit "C-1"

Those portions of Block 11, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, more particularly described as follows:

BEGINNING at a point on the northeasterly line of said Block 11, Range 3, as shown on said Map, said point being distant South 60°15'55" East, 262.59 feet from the northerly corner of said Block 11, Range 3; thence North 5°30'39" East, 36.19 feet to a line parallel with and 33.00 feet northeasterly measured at right angles from said northeasterly line of said Block 10, Range 3, said parallel line also being the centerline of said Eleventh Street; thence along said parallel line, North 60°15'55" West, 21.24 feet; thence South 10°00'02" West, 202.42 feet to the northeasterly boundary of that certain parcel of land conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County; thence along said northeasterly boundary, South 60°14'40" East, 27.76 feet; thence North 14°52'16" East, 60.91 feet; thence North 5°30'39" East, 108.20 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Professional Land Surveyor

Date: Nov. 26, 2008



Number
20430-3

ALSO, TOGETHER with non-exclusive right of access to the aerial easement hereinabove described for the purpose of inspection, maintaining, refilling and repairing said freeway structures and for inspecting the uses made of the land under the aerial easement by way of such roads or passageways as may now or hereafter exist on owner's remaining property; provided, however, that State's exercise of such right of access shall not unreasonably interfere with owner's use of such roads or passageways.

RESERVING unto owner, its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 9 meters above the roadway surface of said freeway structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said aerial easement, provided further, that owner, its lessees and/or licensees shall first secure such encroachment permits as may be required by law, which permits shall not be unreasonably withheld. Encroachment permits issued to owner or its subsidiaries or affiliated companies, shall have designated across the face thereof "For Notice of Record Purposes Only"; provided however, that in case of any subsequent conveyance by owner, its subsidiaries or affiliated companies, such facilities and installations shall be subject to a standard encroachment permit.

ALSO RESERVING unto owner, its successors and assigns, the general right to use and enjoy the area of land under the aerial easement hereinabove described. The general right to use and enjoy said land by owner, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land under the aerial easement hereinabove described which would impair the full use and safety of said freeway structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land under said aerial easement hereinabove described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the State as to the safety and compatibility with freeway purposes and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.
3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said freeway or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land under the aerial easement hereinabove described. The State shall be given the opportunity to review and approve plans for any construction within said aerial easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 2.5 meters of the undersides nor within 4.5 meters (measured horizontally) of the sides of said freeway structure without the express written approval of the State. The State shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the freeway or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the area of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the area of land hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of said land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, rerunnel, equip, maintain, repair, deepen and operate any such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 30.5 meters of the subsurface of said land or otherwise in such manner as to endanger the safety of any highway that may be constructed on said land.

Those portions of Block 10, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

BEGINNING at a point on the southwesterly line of said Block 10, Range 3, said point being distant South $60^{\circ}15'55''$ East, 231.86 feet from the westerly corner of said Block 10, Range 3; thence South $3^{\circ}40'14''$ West, 29.48 feet; thence South $5^{\circ}30'39''$ West, 7.15 feet to a line parallel with and 33.00 feet southwesterly measured at right angles from said southwesterly line of said Block 10, Range 3, said parallel line also being the centerline of said Eleventh Street; thence along said parallel line, North $60^{\circ}15'55''$ West, 21.24 feet; thence North $10^{\circ}00'02''$ East, 73.59 feet; thence North $0^{\circ}14'57''$ West, 30.05 feet; thence North $89^{\circ}43'37''$ East, 12.53 feet to the beginning of a non-tangent curve concave westerly having a radius of 2166.50 feet, a radial line bears South $88^{\circ}08'21''$ East; thence southerly along said curve through a central angle of $0^{\circ}48'38''$ an arc distance of 30.65 feet; thence South $3^{\circ}40'14''$ West, 46.04 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Trent E. Lenfestey
Professional Land Surveyor

Date: _____

Oct. 5, 2009



ALSO, TOGETHER with non-exclusive right of access to the aerial easement hereinabove described for the purpose of inspection, maintaining, retrofitting and repairing said freeway structures and for inspecting the uses made of the land under the aerial easement by way of such roads or passageways as may now or hereafter exist on owner's remaining property; provided, however, that State's exercise of such right of access shall not unreasonably interfere with owner's use of such roads or passageways.

RESERVING unto owner, its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 9 meters above the roadway surface of said freeway structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said aerial easement, provided further, that owner, its lessees and/or licensees shall first secure such encroachment permits as may be required by law, which permits shall not be unreasonably withheld. Encroachment permits issued to owner or its subsidiaries or affiliated companies, shall have designated across the face thereof "For Notice of Record Purposes Only"; provided however, that in case of any subsequent conveyance by owner, its subsidiaries or affiliated companies, such facilities and installations shall be subject to a standard encroachment permit.

ALSO RESERVING unto owner, its successors and assigns, the general right to use and enjoy the area of land under the aerial easement hereinabove described. The general right to use and enjoy said land by owner, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land under the aerial easement hereinabove described which would impair the full use and safety of said freeway structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land under said aerial easement hereinabove described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the State as to the safety and compatibility with freeway purposes and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.
3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said freeway or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land under the aerial easement hereinabove described. The State shall be given the opportunity to review and approve plans for any construction within said aerial easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 2.5 meters of the undersides nor within 4.5 meters (measured horizontally) of the sides of said freeway structure without the express written approval of the State. The State shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the freeway or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the area of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the area of land hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of said land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to re-drill, re-tunnel, equip, maintain, repair, deepen and operate any such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 30.5 meters of the subsurface of said land or otherwise in such manner as to endanger the safety of any highway that may be constructed on said land.

EXHIBIT "C-2"

DEPICTION OF THE AERIAL EASEMENT PROPERTY

"Attached"

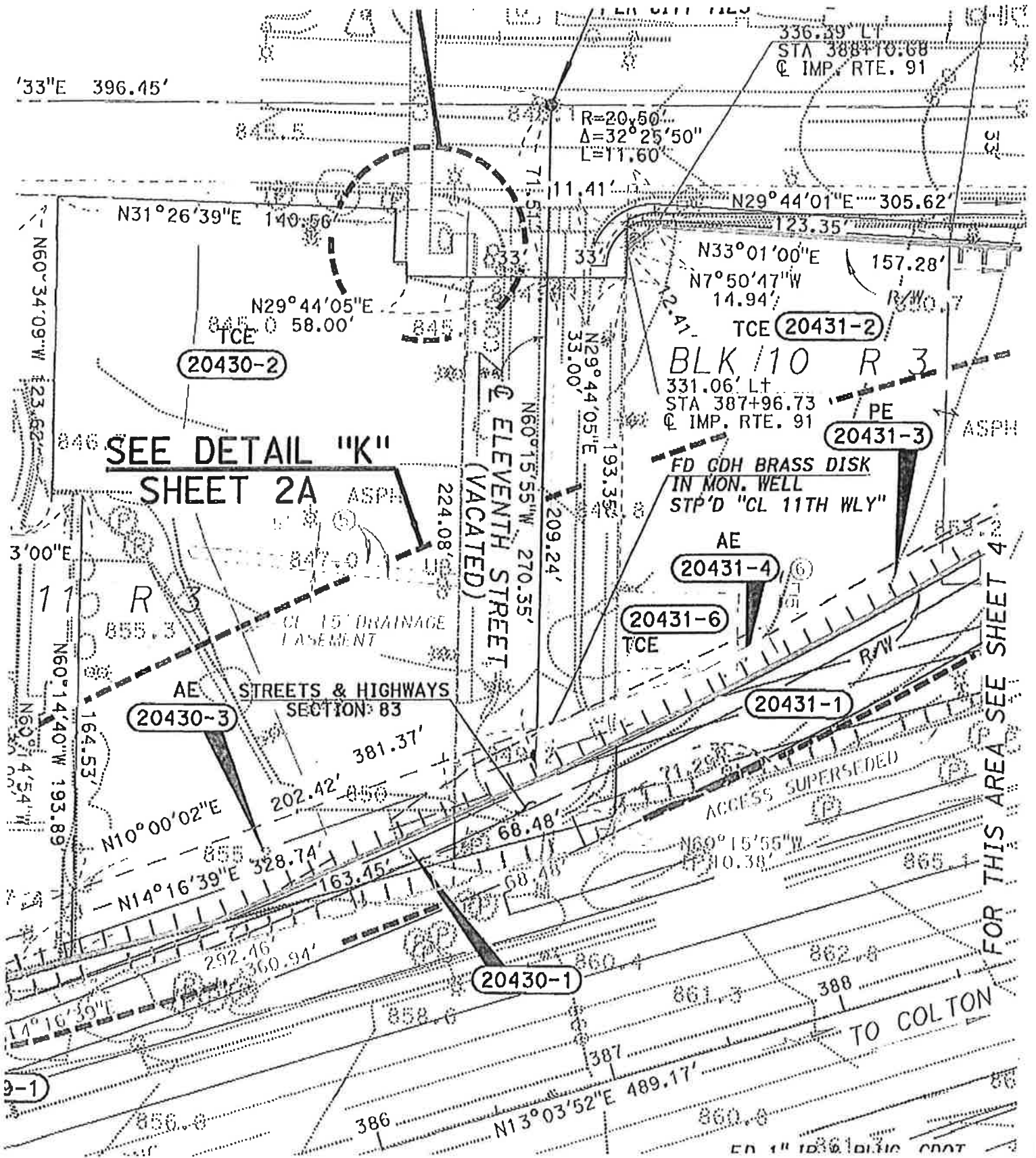


EXHIBIT "D-1"

LEGAL DESCRIPTION OF THE TCE PROPERTY

"Attached"

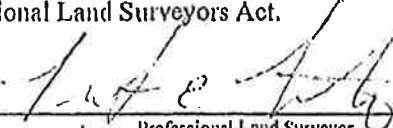
Exhibit "D-1"

Those portions of Block 11, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, more particularly described as follows:

BEGINNING at the intersection of the southwesterly line of said Eleventh Street (66.00 feet wide) as shown on said Map, with the most easterly corner of that certain easement as conveyed to the City of Riverside in a Grant of Easement recorded October 31, 1980 as Instrument No. 203848 of Official Records of Riverside County; thence along the southerly boundary of said easement the following four (4) courses, (1) South 29°44'05" West, 25.00 feet; thence (2) North 60°15'56" West, 6.00 feet; thence (3) South 29°44'05" West, 5.63 feet; thence (4) North 58°34'43" West, 21.90 feet to the easterly line of that certain easement as conveyed to the City of Riverside in a Grant of Easement recorded April 26, 1971 as Instrument No. 42966 of Official Records of Riverside County; thence along said easterly line South 31°26'39" West, 140.56 feet to the northerly boundary of that certain parcel of land conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official records of Riverside County; thence along said northerly boundary the following three (3) courses, (1) South 60°34'09" East, 123.62 feet; thence (2) North 31°03'00" East, 12.36 feet; thence (3) South 60°14'40" East, 164.53 feet; thence North 10°00'02" East, 202.42 feet to a line parallel with and 33.00 feet northeasterly measured at right angles from said southwesterly line of Eleventh Street, said parallel line also being the centerline of said Eleventh Street; thence along said parallel line North 60°15'55" West, 188.00 feet; thence South 29°44'05" West, 33.00 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Professional Land Surveyor

Date: Nov. 26, 2008

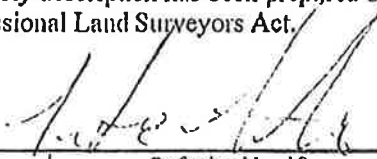


Those portions of Block 10, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 10, Range 3; thence along the southwesterly line of said Block 10, Range 3 as shown on said Map, South 60°15'55" East, 26.11 feet to the POINT OF BEGINNING; thence leaving said southwesterly line, North 7°50'47" West, 14.94 feet; thence North 33°01'00" East, 157.28 feet;; thence North 29°43'57" East, 86.52 feet; thence South 60°15'54" East, 37.69 feet; thence South 0°15'04" East, 60.19 feet; thence South 17°06'47" East, 34.47 feet; thence South 0°14'57" East, 165.56 feet; thence South 10°00'02" West, 73.59 feet to a line parallel with and 33.00 feet southwesterly measured at right angles from said southwesterly line of Block 10, said parallel line also being the centerline of said Eleventh Street; thence along said parallel line North 60°15'55" West, 188.00 feet; thence North 29°44'05" East, 33.00 feet to said southwesterly line of said Block 10; thence along said southwest line, North 60°15'55" West, 12.40 feet to the POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Professional Land Surveyor

Date: Nov. 26, 2008

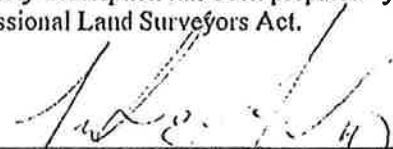


That portion of Tenth Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

COMMENCING at the northerly corner of Block 10, Range 3, as shown on said Map; thence along the northeasterly line of said Block 10, Range 3, South $60^{\circ}14'35''$ East, 97.49 feet to the **POINT OF BEGINNING**; thence continuing along said northeasterly line, South $60^{\circ}14'35''$ East, 39.15 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2101.50 feet, a radial line bears North $69^{\circ}03'07''$ West; thence northeasterly along said non-tangent curve through a central angle of $0^{\circ}54'34''$ an arc distance of 33.35 feet to a line parallel with and 33.00 feet northeasterly measured at right angles from said northeasterly line of Block 10, Range 3, said parallel line also being the centerline of said Tenth Street; thence along said parallel line North $60^{\circ}14'35''$ West, 66.81 feet to the point of cusp of a non-tangent curve concave southwesterly having a radius of 366.00 feet, a radial line bears North $71^{\circ}33'22''$ East; thence southeasterly along last said non-tangent curve through a central angle of $7^{\circ}15'24''$ an arc distance of 46.36 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Professional Land Surveyor

Date: Nov. 26, 2008

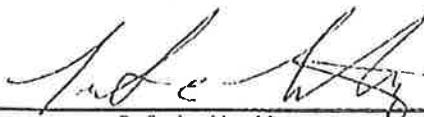


Those portions of Block 10, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 10, Range 3; thence along the southwesterly line of said Block 10, Range 3 as shown on said Map, South 60°15'55" East, 169.52 feet to the **POINT OF BEGINNING**; thence leaving said southwesterly line, North 29°43'03" East, 49.84 feet; thence South 60°16'32" East, 37.77 feet to the beginning of a non-tangent curve concave westerly having a radius of 2166.50 feet, a radial line bears South 87°34'51" East; thence southerly along said curve through a central angle of 0°15'08" an arc distance of 9.53 feet; thence South 3°40'14" West, 46.04 feet to said southwesterly line; thence along said southwesterly line North 60°15'55" West, 62.34 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Professional Land Surveyor
Date: 10/05/2009



Those portions of Block 9, Range 3, and Tenth Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

BEGINNING at a point on the southwesterly line of said Block 9, Range 3, distant thereon, South $60^{\circ}14'35''$ East, 37.53 feet from the most westerly corner of said Block 9; thence North $3^{\circ}15'41''$ West, 19.35 feet to a line parallel with and distant 60.00 feet southeasterly as measured a right angles from the centerline of Lime Street; thence along said parallel line North $29^{\circ}43'25''$ East, 208.65 feet to the easterly boundary of that certain parcel of land described in a Deed to the County of Riverside recorded May 30, 1986 as Document No. 124987, Official Records of Riverside County; thence along the said easterly boundary the following three (3) courses, (1) South $8^{\circ}58'21''$ East, 76.75 feet; thence (2) South $1^{\circ}44'48''$ West, 63.54 feet; thence (3) South $12^{\circ}07'21''$ West, 54.87 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2101.50 feet, a radial line bears North $65^{\circ}40'57''$ West; thence southwesterly along said non-tangent curve through a central angle of $2^{\circ}27'36''$ an arc distance of 90.23 feet to a line parallel with and distant 33.00 feet southwesterly as measured a right angles from said southwesterly line of Block 9, Range 3, said parallel line also being the centerline of said Tenth Street; thence along last said parallel line North $60^{\circ}14'35''$ West, 66.81 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 366.00 feet, a radial line bears North $78^{\circ}48'46''$ East; thence northwesterly along last said non-tangent curve through a central angle of $2^{\circ}46'44''$ an arc distance of 17.75 feet; thence North $3^{\circ}15'41''$ West, 25.63 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property descriptions have been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: _____

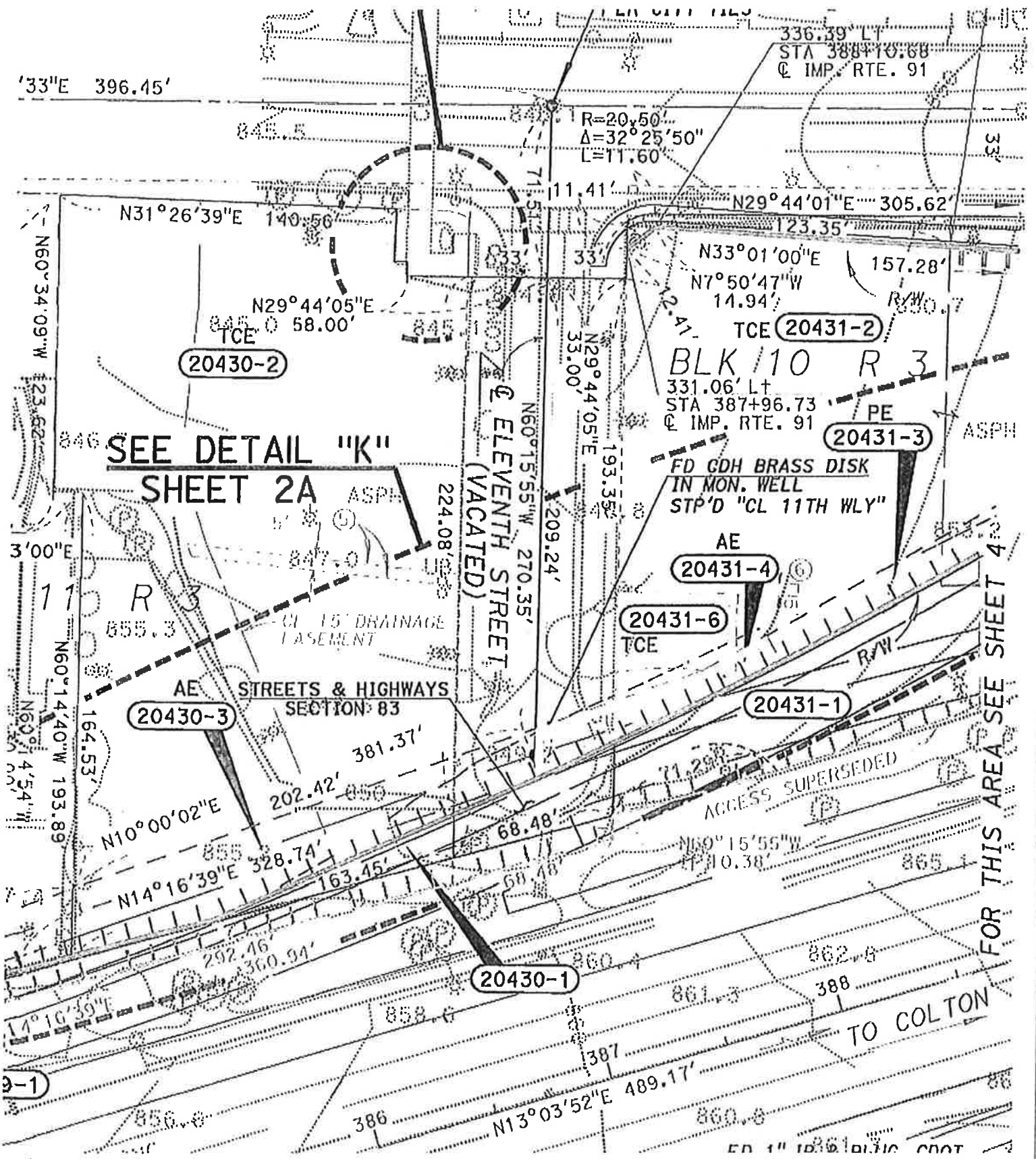
Nov. 24, 2008



EXHIBIT "D-2"

DEPICTION OF THE TCE PROPERTY

"Attached"



SEE DETAIL "K"
SHEET 2A

ELEVANTH STREET
(VACATED)

BLK 10 R 3

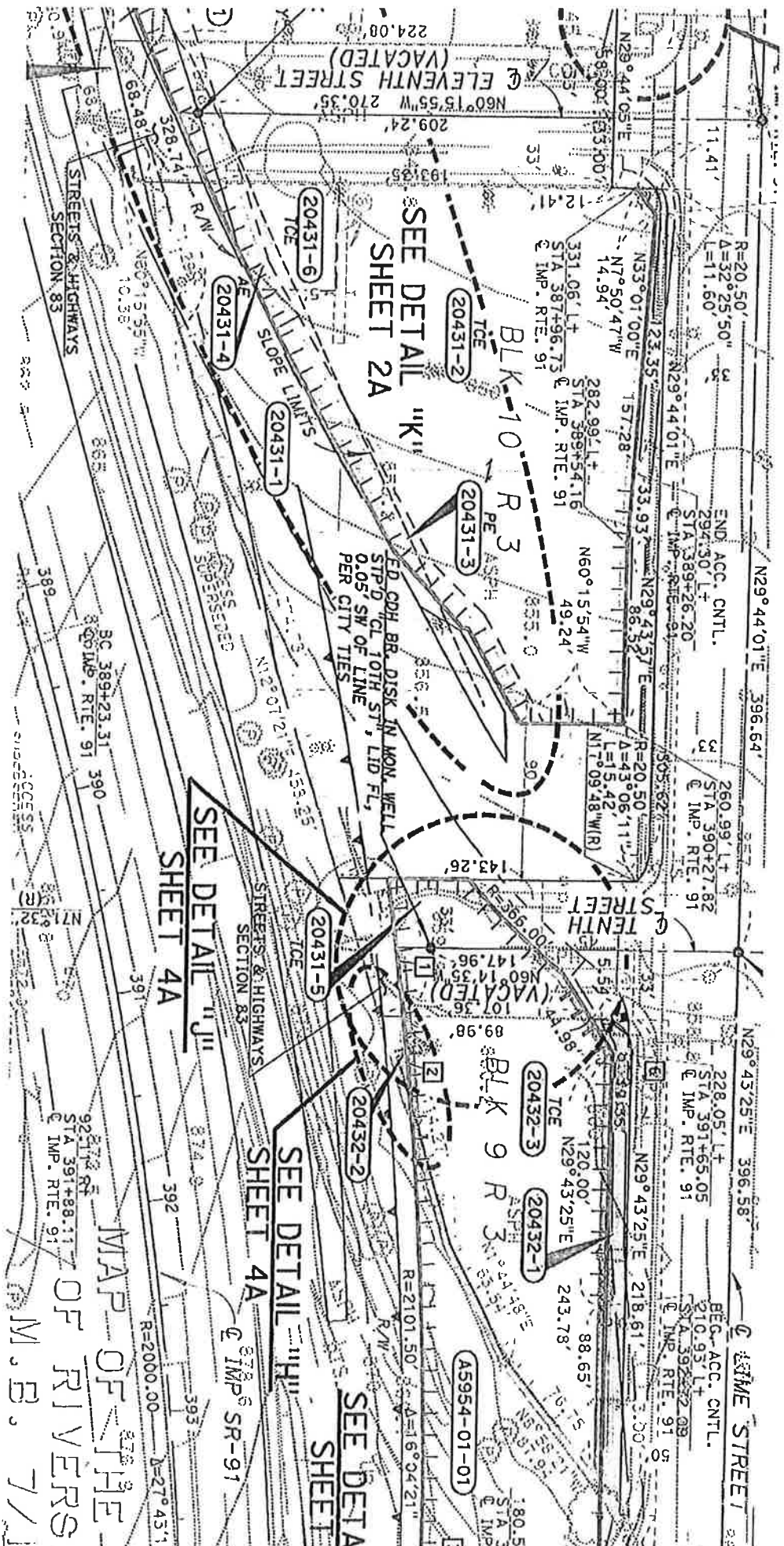
STREETS & HIGHWAYS
SECTION 83

FD GDH BRASS DISK
IN MON. WELL
STP'D "CL 11TH WLY"

FOR THIS AREA SEE SHEETS 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 2M, 2N, 2O, 2P, 2Q, 2R, 2S, 2T, 2U, 2V, 2W, 2X, 2Y, 2Z

TO COLTON

ED 1" IS 61.000' COPT



MAP OF THE
OF RIVERS
M.B. 7/1

SEE DETAIL "K"
SEE DETAIL "J"
SEE DETAIL "H"
SEE DETAIL "G"
SEE DETAIL "F"
SEE DETAIL "E"
SEE DETAIL "D"
SEE DETAIL "C"
SEE DETAIL "B"
SEE DETAIL "A"

BLK-10 R 3
BLK 9 R 3

STREETS & HIGHWAYS
SECTION 83

IMP. RTE. 91
SR-91

END. ACC. CNTL.
STA 389+26.20
IMP. RTE. 91

END. ACC. CNTL.
STA 390+27.82
IMP. RTE. 91

END. ACC. CNTL.
STA 391+65.05
IMP. RTE. 91

END. ACC. CNTL.
STA 392+22.09
IMP. RTE. 91

END. ACC. CNTL.
STA 393+68.11
IMP. RTE. 91

EXHIBIT "E-1"

LEGAL DESCRIPTION OF THE PERMANENT EASEMENT PROPERTY

"Attached"


Exhibit "E-1"

An easement for ingress and egress for structural maintenance and appurtenances thereto upon, over and across that portion of Block 10, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 10, Range 3 as shown on said Map; thence along the southwesterly line of said Block 10, Range 3, South 60°15'55" East, 231.86 feet; thence North 3°40'14" East, 75.52 feet to the beginning of a non-tangent curve concave westerly having a radius of 2166.50 feet, a radial line bears South 87°19'43" East; thence northerly along said curve through a central angle of 0°48'38" an arc distance of 30.65 feet to the POINT OF BEGINNING; thence continuing northerly along said curve through a central angle of 2°06'45" an arc distance of 79.88 feet; thence North 0°15'06" West, 40.20 feet; thence North 13°45'32" West, 51.36 feet; thence South 89°27'14" West, 2.00 feet; thence North 0°15'04" West, 52.94 feet; thence North 60°15'54" West, 11.55 feet; thence South 0°15'04" East, 60.19 feet; thence South 17°06'47" East, 34.47 feet; thence South 0°14'57" East, 135.52 feet; thence North 89°43'37" East, 12.53 feet to the POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Professional Land Surveyor

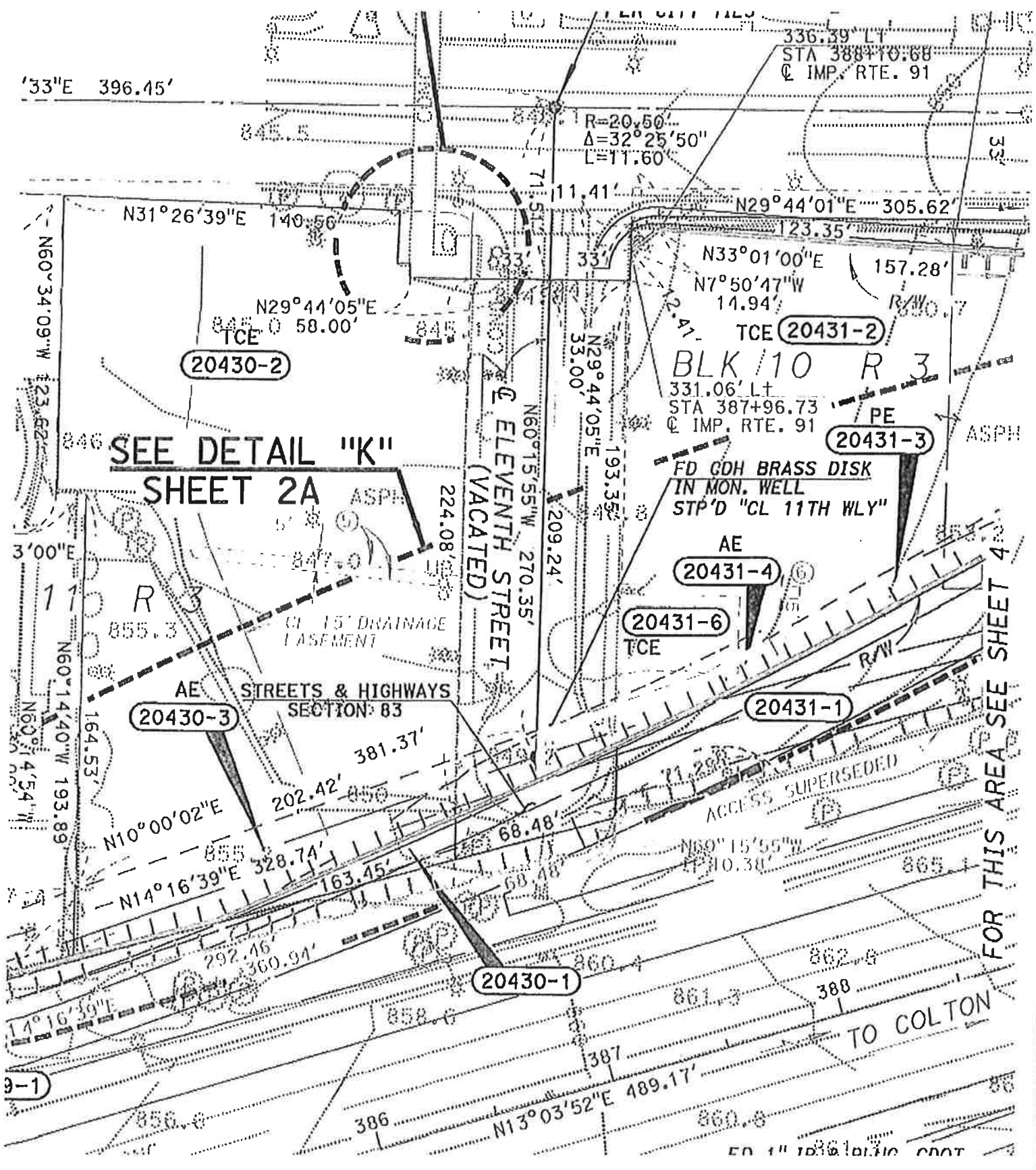
Date: 10/05/2009



EXHIBIT "E-2"

DEPICTION OF THE PERMANENT EASEMENT PROPERTY

"Attached"



SEE DETAIL "K"
SHEET 2A

ELEVENTH STREET
(VACATED)

BLK 10 R 3
TCE 20431-2
PE 20431-3

FD GDH BRASS DISK
IN MON. WELL
STP'D "CL 11TH WLY"

STREETS & HIGHWAYS
SECTION 83
AE 20430-3

AE 20431-4

TCE 20431-6

20431-1

20430-1

ACCESS SUPERSEDED

TO COLTON

FOR THIS AREA SEE SHEET 4

9-1

ED 11 1036 10110 CNOT

EXHIBIT "B-1"

LEGAL DESCRIPTION OF THE FEE PROPERTY

"Attached"

Exhibit "B-1"

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, more particularly described as follows:

BEGINNING at a point on the northeasterly line of said Block 11, Range 3, said point being distant South 60°15'55" East, 262.59 feet from the northerly corner of said Block 11, Range 3; thence along said northeasterly line, South 60°15'55" East, 18.06 feet to the westerly line of that land conveyed to the City of Riverside as Parcel 1 in a Director's deed recorded June 28, 1960 as Instrument No. 57118, Official Records of Riverside County; thence along said westerly line South 14°16'39" West, 163.45 feet to the northeasterly boundary of that certain parcel of land conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County; thence along said boundary, North 60°14'40" West, 1.61 feet; thence leaving said boundary North 14°52'16" East, 60.91 feet; thence North 5°30'39" East, 108.20 feet to the **POINT OF BEGINNING**.

TOGETHER with that portion of the underlying fee interest, if any, appurtenant to the above-described property in and to Eleventh Street (33.00 feet half width) lying easterly of the northerly prolongation of the westerly line of said property to the northeasterly line of Eleventh Street.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: _____

Nov. 26, 2008



That portion of Block 10, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, of the lands described in a deed to the County of Riverside, recorded October 30, 1975 as Instrument No. 134114 and in a Final Order of Condemnation, recorded November 15, 1974 as Instrument No. 147445, both of Official Records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 10, Range 3; thence along the southwesterly line of said Block 10, Range 3 as shown on said Map, South $60^{\circ}15'55''$ East, 26.11 feet to the **POINT OF BEGINNING**; thence leaving said southwesterly line, North $7^{\circ}50'47''$ West, 14.94 feet; thence North $33^{\circ}01'00''$ East, 123.35 feet; thence (Course "A") North $33^{\circ}01'00''$ East, 33.93 feet; thence (Course "B") North $29^{\circ}43'57''$ East, 86.52 feet; thence (Course "C") South $60^{\circ}15'54''$ East, 49.24 feet; thence (Course "D") South $0^{\circ}15'04''$ East, 52.94 feet; thence (Course "E") North $89^{\circ}27'14''$ East, 2.00 feet; thence (Course "F") South $13^{\circ}45'32''$ East, 51.36 feet; thence (Course "G") South $0^{\circ}15'06''$ East, 40.20 feet to the beginning of a curve concave westerly having a radius of 2166.50 feet; thence (Course "H") southerly along said curve through a central angle of $2^{\circ}55'23''$ an arc distance of 110.53 feet; thence (Course "I") South $3^{\circ}40'14''$ West, 46.04 feet to said southwesterly line of said Block 10, Range 3; thence along said southwesterly line of said Block 10, Range 3, South $60^{\circ}15'55''$ East, 30.55 feet to the easterly boundary of said Final Order of Condemnation; thence along said easterly boundary North $14^{\circ}16'39''$ East, 71.29 feet; thence continuing along said easterly boundary and the easterly boundary of said deed, North $12^{\circ}07'21''$ East, 274.73 feet to the northeasterly line of said Block 10, Range 3 as shown on said Map; thence along said northeasterly line of Block 10, Range 3, North $60^{\circ}14'35''$ West, 143.26 feet to the easterly boundary of that certain parcel of land described as Parcel 3 in a Final Order of Condemnation, recorded October 6, 1972 as Instrument No. 134217, Official Records of Riverside County and the beginning of a non-tangent curve concave southeasterly having a radius of 20.50 feet, a radial line bears North $17^{\circ}09'48''$ West; thence Southwesterly along last said boundary and last said curve through a central angle of $43^{\circ}06'11''$ an arc distance of 15.42; thence continuing along last said easterly boundary and the easterly boundary of that certain parcel of land described as Parcel 1 in a Final Order of Condemnation, recorded January 27, 1972 as Instrument No. 11500, Official Records of Riverside County, South $29^{\circ}44'01''$ West, 305.62 feet to the beginning of a curve concave southeasterly having a radius of 20.50 feet; thence southwesterly along last said curve and last said easterly boundary through a central angle of $32^{\circ}25'50''$ and arc distance of 11.60 feet to said southwesterly line of said Block 10, Range 3; thence along said southwesterly line of said Block 10, Range 3, South $60^{\circ}15'55''$ East, 11.41 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to Eleventh Street (33.00 feet half width) lying easterly of the following described line:

(Continued)

BEGINNING at the southerly terminus of the above described (Course "I"); thence along the southerly prolongation of said (Course "I"), South 3°40'14" West, 29.48 feet; thence South 5°30'39" West, 43.34 feet to the southwesterly line of said Eleventh Street.

ALSO TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the south half of Tenth Street (66.00 feet wide) lying easterly of the following described line:

BEGINNING at a point on the above described northeasterly line of Block 10, Range 3, said point being distant South 60°14'35" East, 136.64 feet from the northerly corner of said Block 10, Range 3, and the beginning of a non-tangent curve concave southeasterly having a radius of 2101.50 feet, a radial line bears North 69°03'07" West; thence northeasterly along said curve through a central angle of 1°49'00" an arc distance of 66.63 feet to the northeasterly line of said Tenth Street.

ALSO TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the south half of Tenth Street (66.00 feet wide) lying westerly of the following described line:

BEGINNING at a point on the above described northeasterly line of Block 10, Range 3, said point being distant South 60°14'35" East, 97.49 feet from the northerly corner of said Block 10, Range 3, and the beginning of a non-tangent curve concave southwesterly having a radius of 366.00 feet, a radial line bears North 78°48'46" East; thence northwesterly along said curve through a central angle of 10°02'08" an arc distance of 64.11 feet; thence North 3°15'41" West, 25.63 feet to the northeasterly line of said Tenth Street.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway and along Courses A, B, C, D, E, F, G, H and I.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: _____

Nov. 26, 2008



Those portions of Block 9, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps in the Office of the County Recorder of San Bernardino County, of that certain parcel of land described in a deed to the County of Riverside recorded May 30, 1986 as Document No. 1986.124987, Official records of Riverside County, more particularly described as follows:

PARCEL 20432-1

BEGINNING at a point on the southwesterly line of said Block 9, Range 3, distant thereon, South 60°14'35" East, 37.53 feet from the most westerly corner of said Block 9; thence (*Course "A"*) North 3°15'41" West, 19.35 feet to a line which is parallel with and distant 60.00 feet southeasterly as measured a right angles from the centerline of Lime Street; thence (*Course "B"*) along said parallel line North 29°43'25" East, 120.00 feet; thence continuing along said parallel line North 29°43'25" East, 88.65 feet to the easterly boundary of said deed; thence along said boundary the following five (5) courses, (1) North 8°58'21" West, 11.19 feet; thence (2) North 60°16'24" West, 3.00 feet; thence (3) South 29°43'25" West, 218.61 feet to the beginning of a curve concave easterly having a radius of 15.00 feet; thence (4) southeasterly along said curve through a central angle of 89°58'00" an arc distance of 23.55 feet; thence (5) South 60°14'35" East, 5.54 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Tenth Street (33.00 feet half width) lying westerly of the following described line:

BEGINNING at the southerly terminus of the above described Course "A"; thence South 3°15'41" East, 25.63 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 366.00 feet, a radial line bears North 68°46'38" East; thence southeasterly along said non-tangent curve through a central angle of 10°02'08" an arc distance of 64.11 feet to the southwesterly line of said Tenth Street.

PARCEL 20432-2

BEGINNING at a point on the southwesterly line of said Block 9, Range 3, distant thereon, South 60°14'35" East, 127.51 feet from the most westerly corner of said Block 9, Range 3, said point being on a non-tangent curve concave southeasterly having a radius of 2101.50 feet, a radial line bears North 67°14'06" West; thence northeasterly along said non-tangent curve through a central angle of 1°33'09" an arc distance of 56.95 feet to the easterly boundary of said Document No. 1986.124987, said easterly boundary also being the westerly right of way of State Route 91; thence along said easterly boundary South 12°07'21" West, 59.40 feet to said southwesterly line of said Block 9, Range 3; thence North 60°14'35" West, 11.83 feet to the **POINT OF BEGINNING**.

(Continued)

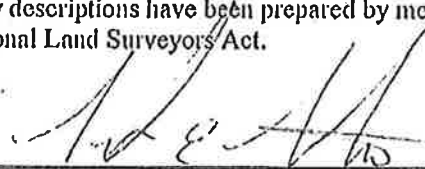
TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Tenth Street (33.00 feet half width) lying easterly of the southerly continuation of the westerly non-tangent curve of said property to the southwesterly line of said Tenth Street.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway and along above described courses "A" and "B".

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property descriptions have been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____



Professional Land Surveyor

Date: _____

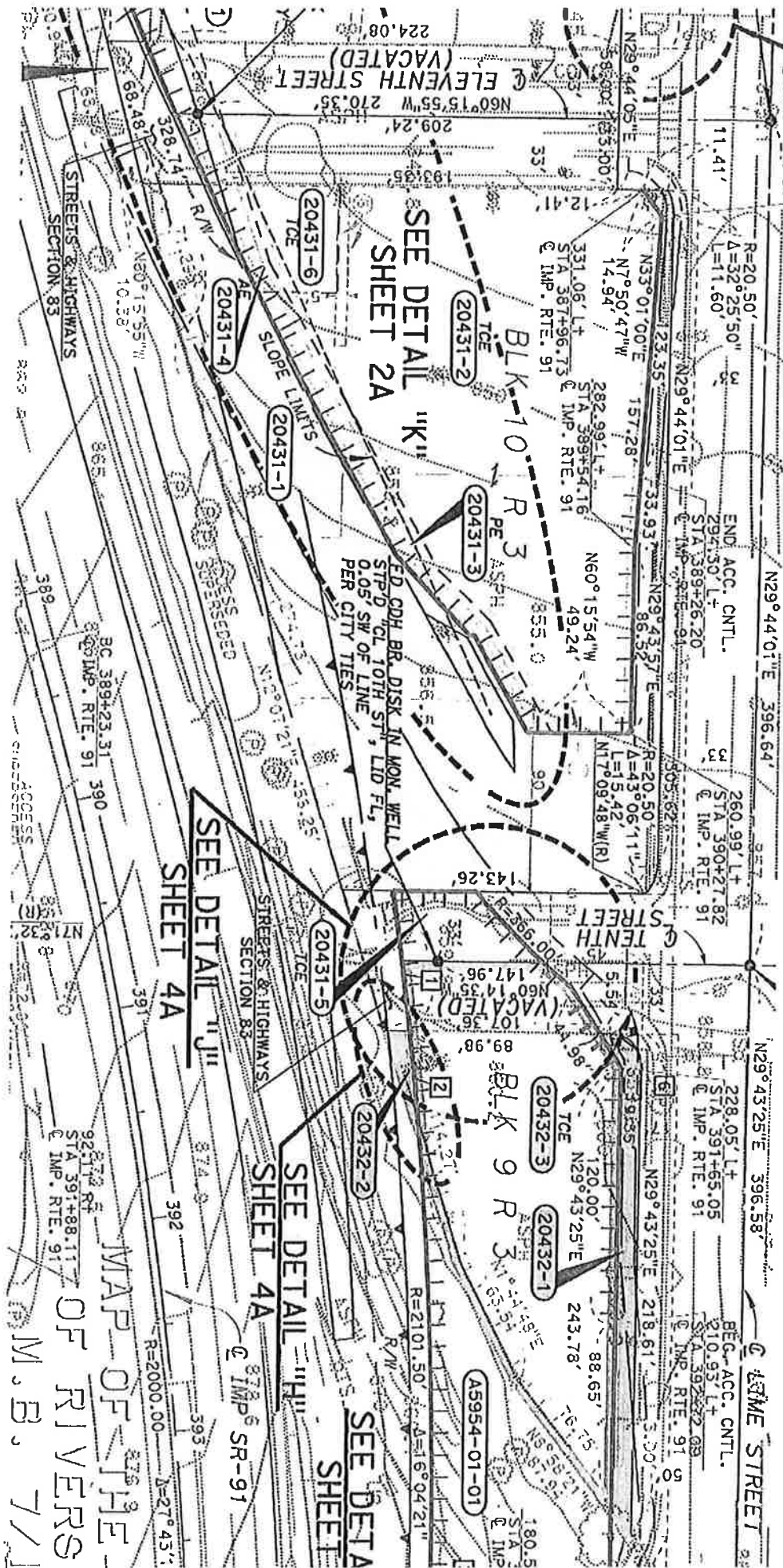
Nov. 24, 2008



EXHIBIT "B-2"

DEPICTION OF THE FEE PROPERTY

"Attached"



SEE DETAIL "K"
SHEET 2A

SEE DETAIL "J"
SHEET 4A

SEE DETAIL "H"
SHEET 4A

SEE DETAIL
SHEET

MAP OF THE
OF RIVERS
M, B, 7/1

R=20.50'
Δ=32°25'50"
L=11.60'

END ACC. CNTL.
STA 390+27.82
C IMP. RTE. 91

N29°43'25"E 396.58'

BEG. ACC. CNTL.
STA 391+65.05
C IMP. RTE. 91

TENTH STREET

N33°01'00"E 157.28'
N7°50'47"W 14.54'

N29°44'01"E 336.64'

R=20.50'
Δ=43°06'11"
L=15.42'

N29°43'25"E 218.61'

N29°44'05"E 331.00'

N60°15'54"W 49.24'

(20431-6) TCE

(20431-4) AE

(20431-1) TCE

(20431-2) TCE

(20431-3) PE ASPH

(20431-5) TCE

(20432-2) TCE

(20432-3) TCE

(20432-1) TCE

(20432-2) TCE

(20432-3) TCE

(20432-1) TCE

(AS954-01-01) ASPH

(20431-5) TCE

ELEVANTH STREET (VACATED)

ED GDH BR. DISK IN MON. WELL
STPD. CL. 10TH ST., LD FL.,
0.05 SW OF LINE
PER CITY TIES

TENTH STREET

(VACATED)

BLK 9 R 3

BLK-10 R 3

STREETS & HIGHWAYS SECTION 83

STREETS & HIGHWAYS SECTION 83

STREETS & HIGHWAYS SECTION 83

224.08'

209.24'

329.74'

329.74'

10.38'

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EXHIBIT "C-1"

LEGAL DESCRIPTION OF THE AERIAL EASEMENT PROPERTY

"Attached"

Exhibit "C-1"

Those portions of Block 11, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, more particularly described as follows:

BEGINNING at a point on the northeasterly line of said Block 11, Range 3, as shown on said Map, said point being distant South 60°15'55" East, 262.59 feet from the northerly corner of said Block 11, Range 3; thence North 5°30'39" East, 36.19 feet to a line parallel with and 33.00 feet northeasterly measured at right angles from said northeasterly line of said Block 10, Range 3, said parallel line also being the centerline of said Eleventh Street; thence along said parallel line, North 60°15'55" West, 21.24 feet; thence South 10°00'02" West, 202.42 feet to the northeasterly boundary of that certain parcel of land conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County; thence along said northeasterly boundary, South 60°14'40" East, 27.76 feet; thence North 14°52'16" East, 60.91 feet; thence North 5°30'39" East, 108.20 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Trent E. Lenfestey
Professional Land Surveyor

Date: _____

Nov. 26, 2008



ALSO, TOGETHER with non-exclusive right of access to the aerial easement hereinabove described for the purpose of inspection, maintaining, retrofitting and repairing said freeway structures and for inspecting the uses made of the land under the aerial easement by way of such roads or passageways as may now or hereafter exist on owner's remaining property; provided, however, that State's exercise of such right of access shall not unreasonably interfere with owner's use of such roads or passageways.

RESERVING unto owner, its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 9 meters above the roadway surface of said freeway structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said aerial easement, provided further, that owner, its lessees and/or licensees shall first secure such encroachment permits as may be required by law, which permits shall not be unreasonably withheld. Encroachment permits issued to owner or its subsidiaries or affiliated companies, shall have designated across the face thereof "For Notice of Record Purposes Only"; provided however, that in case of any subsequent conveyance by owner, its subsidiaries or affiliated companies, such facilities and installations shall be subject to a standard encroachment permit.

ALSO RESERVING unto owner, its successors and assigns, the general right to use and enjoy the area of land under the aerial easement hereinabove described. The general right to use and enjoy said land by owner, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land under the aerial easement hereinabove described which would impair the full use and safety of said freeway structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land under said aerial easement hereinabove described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the State as to the safety and compatibility with freeway purposes and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.
3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said freeway or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land under the aerial easement hereinabove described. The State shall be given the opportunity to review and approve plans for any construction within said aerial easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 2.5 meters of the undersides nor within 4.5 meters (measured horizontally) of the sides of said freeway structure without the express written approval of the State. The State shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the freeway or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the area of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the area of land hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of said land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 30.5 meters of the subsurface of said land or otherwise in such manner as to endanger the safety of any highway that may be constructed on said land.

Those portions of Block 10, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

BEGINNING at a point on the southwesterly line of said Block 10, Range 3, said point being distant South $60^{\circ}15'55''$ East, 231.86 feet from the westerly corner of said Block 10, Range 3; thence South $3^{\circ}40'14''$ West, 29.48 feet; thence South $5^{\circ}30'39''$ West, 7.15 feet to a line parallel with and 33.00 feet southwesterly measured at right angles from said southwesterly line of said Block 10, Range 3, said parallel line also being the centerline of said Eleventh Street; thence along said parallel line, North $60^{\circ}15'55''$ West, 21.24 feet; thence North $10^{\circ}00'02''$ East, 73.59 feet; thence North $0^{\circ}14'57''$ West, 30.05 feet; thence North $89^{\circ}43'37''$ East, 12.53 feet to the beginning of a non-tangent curve concave westerly having a radius of 2166.50 feet, a radial line bears South $88^{\circ}08'21''$ East; thence southerly along said curve through a central angle of $0^{\circ}48'38''$ an arc distance of 30.65 feet; thence South $3^{\circ}40'14''$ West, 46.04 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Trent E. Lenfestey

Professional Land Surveyor

Date: _____

Oct. 5, 2009



Number
20431-4

ALSO, TOGETHER with non-exclusive right of access to the aerial easement hereinabove described for the purpose of inspection, maintaining, retrofitting and repairing said freeway structures and for inspecting the uses made of the land under the aerial easement by way of such roads or passageways as may now or hereafter exist on owner's remaining property; provided, however, that State's exercise of such right of access shall not unreasonably interfere with owner's use of such roads or passageways.

RESERVING unto owner, its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 9 meters above the roadway surface of said freeway structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said aerial easement, provided further, that owner, its lessees and/or licensees shall first secure such encroachment permits as may be required by law, which permits shall not be unreasonably withheld. Encroachment permits issued to owner or its subsidiaries or affiliated companies, shall have designated across the face thereof "For Notice of Record Purposes Only"; provided however, that in case of any subsequent conveyance by owner, its subsidiaries or affiliated companies, such facilities and installations shall be subject to a standard encroachment permit.

ALSO RESERVING unto owner, its successors and assigns, the general right to use and enjoy the area of land under the aerial easement hereinabove described. The general right to use and enjoy said land by owner, its successors and assigns, shall however, be subject to the following limitations and conditions:

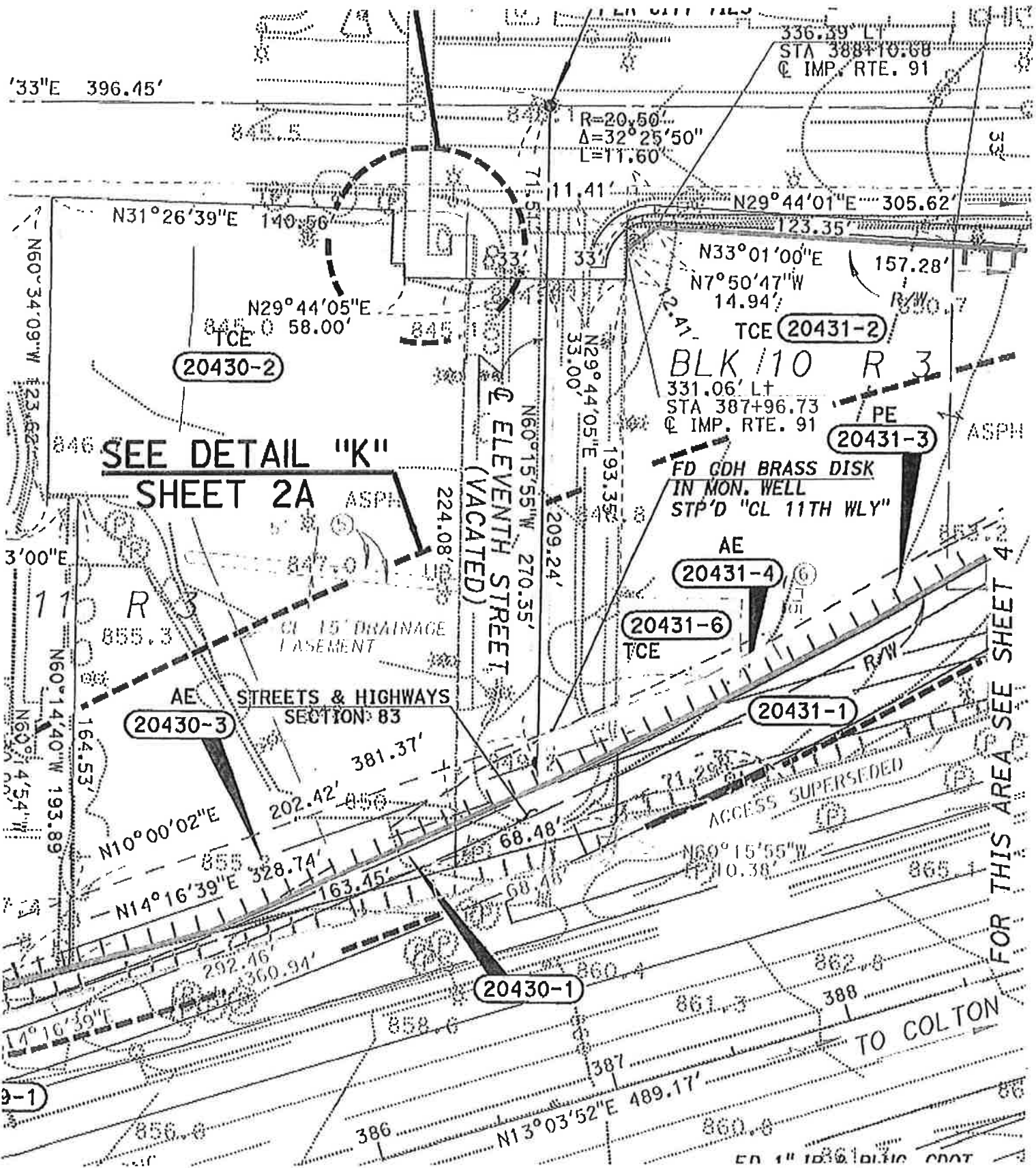
1. No use may be made of the area of land under the aerial easement hereinabove described which would impair the full use and safety of said freeway structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land under said aerial easement hereinabove described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the State as to the safety and compatibility with freeway purposes and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.
3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said freeway or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land under the aerial easement hereinabove described. The State shall be given the opportunity to review and approve plans for any construction within said aerial easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 2.5 meters of the undersides nor within 4.5 meters (measured horizontally) of the sides of said freeway structure without the express written approval of the State. The State shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the freeway or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the area of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the area of land hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of said land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 30.5 meters of the subsurface of said land or otherwise in such manner as to endanger the safety of any highway that may be constructed on said land.

EXHIBIT "C-2"

DEPICTION OF THE AERIAL EASEMENT PROPERTY

"Attached"



SEE DETAIL "K"
SHEET 2A

ELEVENTH STREET
(VACATED)

FD GDH BRASS DISK
IN MON. WELL
STP'D "CL 11TH WLY"

AE
20431-4

TCE
20431-6

20431-1

20430-1

AE
20430-3

TCE
20430-2

PE
20431-3

TCE
20431-2

BLK 110 R 3

331.06' LT
STA 387+96.73
Q IMP. RTE. 91

336.39' LT
STA 388+10.68
Q IMP. RTE. 91

R=20.50'
Δ=32°25'50"
L=11.60'

ACCESS SUPERSEDED

TO COLTON

FOR THIS AREA SEE SHEET

EXHIBIT "D-1"

LEGAL DESCRIPTION OF THE TCE PROPERTY

"Attached"

Exhibit "D-1"

Those portions of Block 11, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California; more particularly described as follows:

BEGINNING at the intersection of the southwesterly line of said Eleventh Street (66.00 feet wide) as shown on said Map, with the most easterly corner of that certain easement as conveyed to the City of Riverside in a Grant of Easement recorded October 31, 1980 as Instrument No. 203848 of Official Records of Riverside County; thence along the southerly boundary of said easement the following four (4) courses, (1) South 29°44'05" West, 25.00 feet; thence (2) North 60°15'56" West, 6.00 feet; thence (3) South 29°44'05" West, 5.63 feet; thence (4) North 58°34'43" West, 21.90 feet to the easterly line of that certain easement as conveyed to the City of Riverside in a Grant of Easement recorded April 26, 1971 as Instrument No. 42966 of Official Records of Riverside County; thence along said easterly line South 31°26'39" West, 140.56 feet to the northerly boundary of that certain parcel of land conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official records of Riverside County; thence along said northerly boundary the following three (3) courses, (1) South 60°34'09" East, 123.62 feet; thence (2) North 31°03'00" East, 12.36 feet; thence (3) South 60°14'40" East, 164.53 feet; thence North 10°00'02" East, 202.42 feet to a line parallel with and 33.00 feet northeasterly measured at right angles from said southwesterly line of Eleventh Street, said parallel line also being the centerline of said Eleventh Street; thence along said parallel line North 60°15'55" West, 188.00 feet; thence South 29°44'05" West, 33.00 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Trent E. Lenfestey
Professional Land Surveyor

Date: Nov. 26, 2008



Those portions of Block 10, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 10, Range 3; thence along the southwesterly line of said Block 10, Range 3 as shown on said Map, South 60°15'55" East, 26.11 feet to the POINT OF BEGINNING; thence leaving said southwesterly line, North 7°50'47" West, 14.94 feet; thence North 33°01'00" East, 157.28 feet; thence North 29°43'57" East, 86.52 feet; thence South 60°15'54" East, 37.69 feet; thence South 0°15'04" East, 60.19 feet; thence South 17°06'47" East, 34.47 feet; thence South 0°14'57" East, 165.56 feet; thence South 10°00'02" West, 73.59 feet to a line parallel with and 33.00 feet southwesterly measured at right angles from said southwesterly line of Block 10, said parallel line also being the centerline of said Eleventh Street; thence along said parallel line North 60°15'55" West, 188.00 feet; thence North 29°44'05" East, 33.00 feet to said southwesterly line of said Block 10; thence along said southwest line, North 60°15'55" West, 12.40 feet to the POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: Nov. 26, 2008



That portion of Tenth Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

COMMENCING at the northerly corner of Block 10, Range 3, as shown on said Map; thence along the northeasterly line of said Block 10, Range 3, South 60°14'35" East, 97.49 feet to the **POINT OF BEGINNING**; thence continuing along said northeasterly line, South 60°14'35" East, 39.15 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2101.50 feet, a radial line bears North 69°03'07" West; thence northeasterly along said non-tangent curve through a central angle of 0°54'34" an arc distance of 33.35 feet to a line parallel with and 33.00 feet northeasterly measured at right angles from said northeasterly line of Block 10, Range 3, said parallel line also being the centerline of said Tenth Street; thence along said parallel line North 60°14'35" West, 66.81 feet to the point of cusp of a non-tangent curve concave southwesterly having a radius of 366.00 feet, a radial line bears North 71°33'22" East; thence southeasterly along last said non-tangent curve through a central angle of 7°15'24" an arc distance of 46.36 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Professional Land Surveyor

Date: Nov. 26, 2008

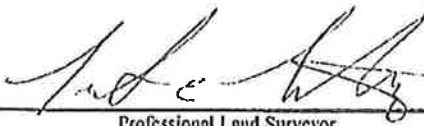


Those portions of Block 10, Range 3, and Eleventh Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 10, Range 3; thence along the southwesterly line of said Block 10, Range 3 as shown on said Map, South 60°15'55" East, 169.52 feet to the **POINT OF BEGINNING**; thence leaving said southwesterly line, North 29°43'03" East, 49.84 feet; thence South 60°16'32" East, 37.77 feet to the beginning of a non-tangent curve concave westerly having a radius of 2166.50 feet, a radial line bears South 87°34'51" East; thence southerly along said curve through a central angle of 0°15'08" an arc distance of 9.53 feet; thence South 3°40'14" West, 46.04 feet to said southwesterly line; thence along said southwesterly line North 60°15'55" West, 62.34 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Professional Land Surveyor
Date: 10/05/2009



Those portions of Block 9, Range 3, and Tenth Street, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

BEGINNING at a point on the southwesterly line of said Block 9, Range 3, distant thereon, South $60^{\circ}14'35''$ East, 37.53 feet from the most westerly corner of said Block 9; thence North $3^{\circ}15'41''$ West, 19.35 feet to a line parallel with and distant 60.00 feet southeasterly as measured a right angles from the centerline of Lime Street; thence along said parallel line North $29^{\circ}43'25''$ East, 208.65 feet to the easterly boundary of that certain parcel of land described in a Deed to the County of Riverside recorded May 30, 1986 as Document No. 124987, Official Records of Riverside County; thence along the said easterly boundary the following three (3) courses, (1) South $8^{\circ}58'21''$ East, 76.75 feet; thence (2) South $1^{\circ}44'48''$ West, 63.54 feet; thence (3) South $12^{\circ}07'21''$ West, 54.87 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 2101.50 feet, a radial line bears North $65^{\circ}40'57''$ West; thence southwesterly along said non-tangent curve through a central angle of $2^{\circ}27'36''$ an arc distance of 90.23 feet to a line parallel with and distant 33.00 feet southwesterly as measured a right angles from said southwesterly line of Block 9, Range 3, said parallel line also being the centerline of said Tenth Street; thence along last said parallel line North $60^{\circ}14'35''$ West, 66.81 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 366.00 feet, a radial line bears North $78^{\circ}48'46''$ East; thence northwesterly along last said non-tangent curve through a central angle of $2^{\circ}46'44''$ an arc distance of 17.75 feet; thence North $3^{\circ}15'41''$ West, 25.63 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property descriptions have been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: _____

Nov. 24, 2008

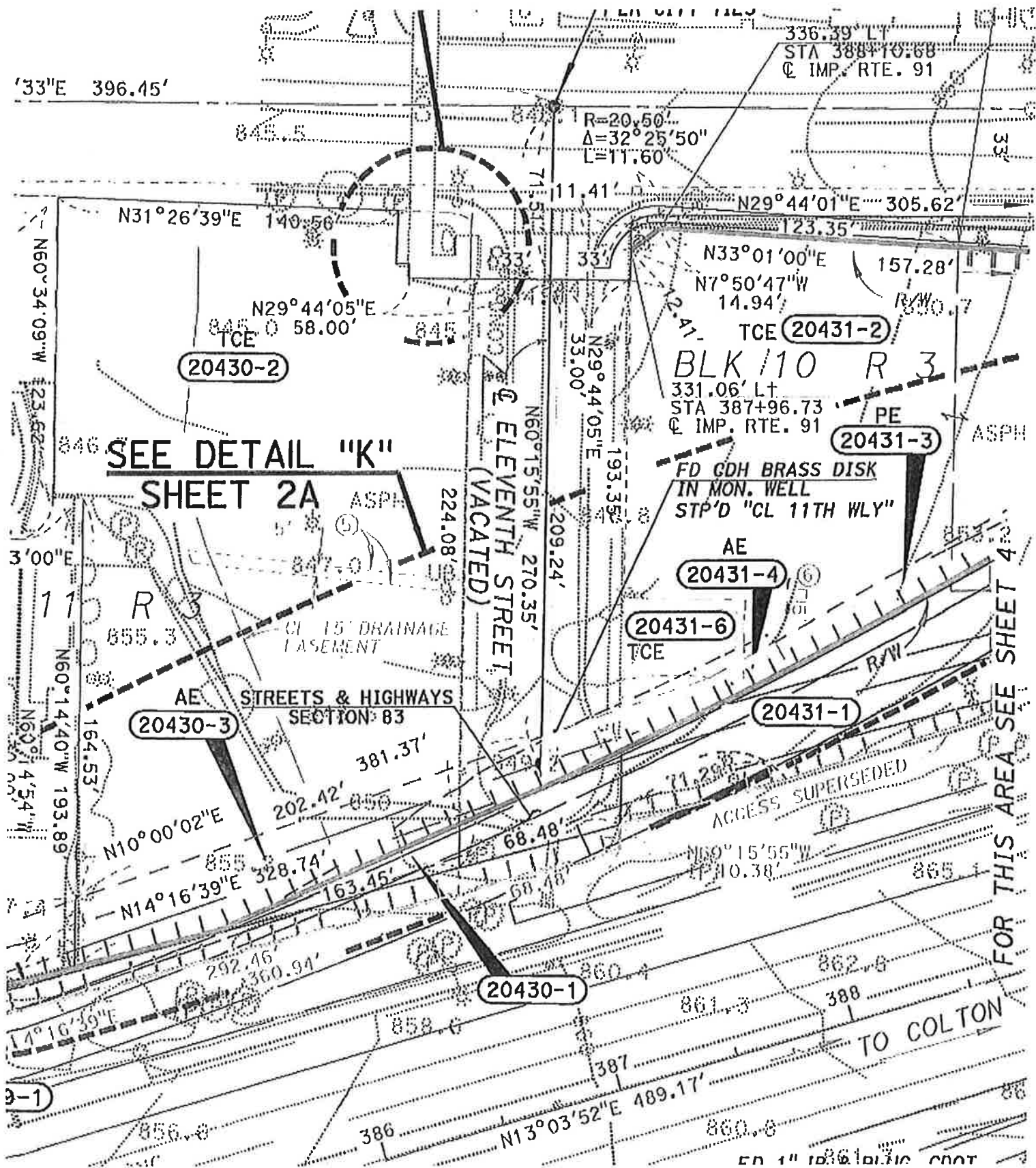


EXHIBIT "D-2"

DEPICTION OF THE TCE PROPERTY

"Attached"

Exhibit "D-2"



FOR THIS AREA SEE SHEET

EXHIBIT "E-1"

LEGAL DESCRIPTION OF THE PERMANENT EASEMENT PROPERTY

"Attached"

Exhibit "E-1"

An easement for ingress and egress for structural maintenance and appurtenances thereto upon, over and across that portion of Block 10, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 10, Range 3 as shown on said Map; thence along the southwesterly line of said Block 10, Range 3, South $60^{\circ}15'55''$ East, 231.86 feet; thence North $3^{\circ}40'14''$ East, 75.52 feet to the beginning of a non-tangent curve concave westerly having a radius of 2166.50 feet, a radial line bears South $87^{\circ}19'43''$ East; thence northerly along said curve through a central angle of $0^{\circ}48'38''$ an arc distance of 30.65 feet to the POINT OF BEGINNING; thence continuing northerly along said curve through a central angle of $2^{\circ}06'45''$ an arc distance of 79.88 feet; thence North $0^{\circ}15'06''$ West, 40.20 feet; thence North $13^{\circ}45'32''$ West, 51.36 feet; thence South $89^{\circ}27'14''$ West, 2.00 feet; thence North $0^{\circ}15'04''$ West, 52.94 feet; thence North $60^{\circ}15'54''$ West, 11.55 feet; thence South $0^{\circ}15'04''$ East, 60.19 feet; thence South $17^{\circ}06'47''$ East, 34.47 feet; thence South $0^{\circ}14'57''$ East, 135.52 feet; thence North $89^{\circ}43'37''$ East, 12.53 feet to the POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____


Professional Land Surveyor

Date: _____

10/05/2009



EXHIBIT "E-2"

DEPICTION OF THE PERMANENT EASEMENT PROPERTY

"Attached"

PROJECT: State Route 91 HOV
APN: 215-120-006
215-132-001 through -008
215-310-006
Caltrans Nos.: 20430-1, 20430-2, 20430-3,
20431-1, 20431-2, 20431-3, 20431-4,
20431-5, 20431-6, 20432-1, 20432-2 and
20432-3
Federal ID No.: 33-0072823

AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(Partial)

Stewart Title of California, Inc.
2010 Main Street, Suite 250
Irvine, CA 92614

Escrow No: _____

Title Order No.: 12080460-10

Attention: Grace Kim
 (“Escrow Holder”)

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (**“Agreement”**) is entered into as of this _____ day of _____, 2011, by and between the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California (“Buyer”)**, and the **COUNTY OF RIVERSIDE, a Political Subdivision of the State of California (“Seller”)**. Buyer and Seller are sometimes individually referred to herein as “Party” and collectively as **“Parties.”** This Agreement shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by Buyer’s governing body or its delegated representative and signed by all Parties (**“Effective Date”**).

RECITALS

A. Seller is the owner of certain real property designated as Assessor Parcel Numbers 215-120-006, 215-132-001 through -008, and 215-310-006, in the City of Riverside, County of Riverside, State of California (**“Master Parcel”**), as depicted in **Exhibit “A”** attached hereto and incorporated herein by reference.

B. Buyer is responsible for transportation planning in Riverside County and desires to purchase portions of the Master Parcel from Seller in connection with the construction of high occupancy vehicle (**“HOV”**) lanes on Highway 91 (**“Project”**), located adjacent to or near the Master Parcel. The portions of the Master Parcel that Buyer desires to purchase in fee are more particularly described in **Exhibit “B-1”** and depicted in **Exhibit “B-2”** attached hereto and are hereafter collectively referred to as the **“Fee Property.”** Reference herein to **“Fee Property”** shall include all of Seller’s right, title and interest in and to any and all improvements, fixtures,

rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

C. The portions of the Master Parcel as to which Buyer desires to acquire permanent aerial easement rights are more particularly described in Exhibit "C-1" and depicted in Exhibit "C-2" attached hereto and are hereafter collectively referred to as the "Aerial Easement Property." The portions of the Master Parcel as to which Buyer desires to acquire temporary construction easement ("TCE") rights are more particularly described in Exhibit "D-1" and depicted in Exhibit "D-2" attached hereto and are hereafter collectively referred to as the "TCE Property." The portion of the Master Parcel as to which Buyer desires to acquire permanent easement rights is more particularly described in Exhibit "E-1" and depicted in Exhibit "E-2" attached hereto and is hereafter referred to as the "Permanent Easement Property." The Aerial Easement Property, the TCE Property and the Permanent Easement Property are collectively referred to as the "Easement Property." The Fee Property and the Easement Property are collectively referred to as the "Property."

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The total purchase price for the Property is **ONE MILLION FIVE HUNDRED AND SEVENTY NINE THOUSAND TWO HUNDRED AND FORTY DOLLARS (\$1,579,240.00)** ("Purchase Price").

1.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay the Purchase Price to Seller through escrow in cash, by cashier's or certified check or by wire transfer.

1.4 Withholding Requirements per R&T 18662. California law (Revenue and Taxation Code Section 18662) requires that an amount equal to 3 1/3% of the total sales price/Purchase Price for the Property be withheld from funds otherwise payable to Seller at Close of Escrow and be paid to the California Franchise Tax Board unless Seller is exempted from such requirements. As a part of the Escrow closing process, Escrow Holder (defined below) will provide forms to Seller regarding such withholding and the circumstances under which Seller may be exempt from such requirements.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow (“**Escrow**”) for the conveyance of the Property with *Stewart Title of California, Inc.* (“**Escrow Holder**”). Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder’s discretion, of this Agreement, fully executed by the Parties (“**Opening of Escrow**”). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened (“**Opening Date**”).

2.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions (“**Additional Instructions**”) of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. Recordation of the Grant Deed conveying title to the Fee Property from Seller to Buyer (“**Grant Deed**” – in substantially the same form as attached hereto as Exhibit “F”), recordation of the Aerial Easement Deed conveying easement rights as described herein over the Aerial Easement portion of the Master Parcel from Seller to Buyer (“**Aerial Easement Deed**” – in substantially the same form as attached hereto as Exhibit “G”), recordation of the TCE Deed conveying easement rights as described herein over the TCE portion of the Master Parcel from Seller to Buyer (“**TCE Deed**” – in substantially the form as attached hereto as Exhibit “H”), recordation of the Permanent Easement Deed conveying easement rights as described herein over the Permanent Easement portion of the Master Parcel from Seller to Buyer (“**Permanent Easement Deed**” – in substantially the same form as attached hereto as Exhibit “I”) and disbursement of funds and distribution of other documents by Escrow Holder as described herein shall constitute “**Close of Escrow**” or “**Closing**” and the date thereof shall be the “**Closing Date.**” The Aerial Easement Deed, the TCE Deed and the Permanent Easement Deed are collectively referred to as the “**Easement Deeds.**” Close of Escrow shall occur one hundred eighty (180) days following the Opening Date, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the “**Extended Closing Date**”, if any, for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Section 6.1 herein. If no notice of termination as provided in Section 6.1 herein is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible. *Note: The Extended Closing Date is a date beyond the original Closing Date, agreed to by Buyer and Seller.* Close of Escrow shall also be conditioned on Buyer receiving prior approval from the Federal Transportation Administration, the Federal Highways Administration and/or Caltrans, as applicable, as described in Section 2.6 below.

2.4 Costs of Escrow. Buyer shall pay all costs of the Title Policy (defined below), and all Escrow fees, and normal closing costs attributable to the conveyance of the Property (collectively “**Title and Escrow Costs**”). Buyer shall be solely responsible for payment of any expenses required in order to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Property as well as any payment of taxes and assessments, as described in Section 2.5 below. Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any. Each Party shall be responsible for payment of its own attorneys’ fees with respect to the negotiation and preparation of this Agreement

2.5 Property Taxes and Assessments. Seller shall timely pay all real property taxes and assessments allocable to the Master Parcel accruing prior to Close of Escrow. Because Buyer is a public agency to which real property taxes do not apply, no proration of real property taxes will be made through Escrow. Seller will have the right to file for and receive a refund of general and special real property taxes and assessments previously paid by or on behalf of Seller with regard to the Property, which become refundable due to Buyer’s status as a public agency. Buyer will cooperate reasonably with Seller’s efforts to obtain any such refund. **Buyer acknowledges that Seller is also a public entity and as a result, the Master Parcel may not be subject to payment of real property taxes and assessments. If this is the case, the provisions of this Section 2.5 as well as Sections 2.6.6 and 2.9.2 may not be operative.**

2.6 Buyer’s Conditions Precedent to Close of Escrow. Close of Escrow and Buyer’s obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following described conditions for Buyer’s benefit (or Buyer’s waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.6.1 Ratification of this Agreement by Buyer’s governing body as set forth in more detail in Section 9.16 herein.

2.6.2 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.3 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.4 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.2 below.

2.6.5 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.

2.6.6 If applicable, all property taxes and assessments attributable to the Master Parcel shall have been paid by Seller before delinquency (or paid at Closing) and shall be current as of Close of Escrow.

2.6.7 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.6.8 Buyer shall have determined that the Property is suitable for Buyer's intended use and development, as set forth in more detail in Section 5 herein.

2.6.9 Buyer shall have received approval for its acquisition of the Property from the Federal Transportation Administration, the Federal Highways Administration and/or Caltrans, as applicable.

2.7 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.7.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.2 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.3 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.4 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price.

2.8.2 Funds required to pay the Title and Escrow Costs payable by Buyer pursuant to Section 2.4 herein.

2.8.3 Funds required to pay sales or brokerage commissions and finder's fees which Buyer may have agreed in writing to pay with respect the transaction which is the subject of this Agreement.

2.8.4 Funds required to pay any additional charges customarily charged to buyers in accordance with common escrow practices in Riverside County, at the discretion of Escrow Holder.

2.8.5 Certificates of Acceptance, accepting Grant Deed and the Easement Deeds, and consenting to recording of same (“**Certificates of Acceptance**”), in the same form as attached to such Deeds.

2.8.6 Preliminary Change of Ownership form.

2.8.7 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller’s Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

2.9.1 Funds required to pay all sales or brokerage commissions and finder’s fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.2 Funds required to pay real property taxes and assessments, as described in Section 2.5 above.

2.9.3 Any additional charges customarily charged to sellers in accordance with common escrow practices in Riverside County, at the discretion of Escrow Holder.

2.9.4 The fully-executed and acknowledged Grant Deed and Easement Deeds.

2.9.5 FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder.

2.9.6 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and any penalties and interest thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Pay and charge Buyer and Seller, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.5, 2.8 and 2.9 herein. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and close the Escrow.

2.10.3 Record the Grant Deed and the Easement Deeds, with Certificates of Acceptance attached thereto, and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Withhold from funds otherwise payable to Seller at Close of Escrow such amount as Buyer is required to withhold therefrom pursuant to California Revenue and Taxation Code Section 18662 (i.e., 3 1/3% of the total sales price) and timely submit such sums to the California Franchise Tax Board, unless Buyer is relieved of such withholding requirements under the provisions of said Section 18662. Further, deliver to each Party copies of all such withholding form(s).

2.10.5 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.6 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 10.1 herein for notices, demands and communications between the Buyer and Seller.

2.12 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Fee Property and the right to possession of the Easement Property being conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Lawyers Title Insurance Corporation ("**Title Company**") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("**Title Policy**") with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below). Because the Property constitutes a portion of the Master Parcel and because any mortgage, deed of trust or other monetary lien or encumbrance will affect all of the Master Parcel, the Parties will cooperate with Escrow Holder to obtain from the holder of any such monetary encumbrance a partial release or partial reconveyance to be recorded at Close of Escrow. Escrow Holder is authorized and instructed to release from funds otherwise payable to Seller at Close of Escrow, such amount as may be necessary in order to satisfy the demand of the holder of any such monetary encumbrance with respect to full or partial satisfaction of the obligation. Buyer will be responsible for payment of any reconveyance fee charged by the holder of any such monetary encumbrance in satisfaction of such holder's administrative/processing fees.

3.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening Date, Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the "**Title Report**"). Upon the later of (a) thirty (30) days following the Opening Date; or (b) thirty (30) days following Buyer's receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute "**Disapproved Matters**" which Seller, Buyer and Escrow Holder will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed permitted exceptions. Any failure by Buyer to timely provide a written notice regarding Permitted Exceptions and Disapproved Matters will be deemed a determination by Buyer that all title exceptions listed on the Title Report are Approved Matters.

4. RENTAL PROPERTY PROVISIONS. If the Property is subject to one or more leases for residential or commercial purposes, this Agreement will be subject to the additional provisions described in Addendum 1 attached hereto.

5. SUITABILITY AND CONDITION OF PROPERTY.

5.1 Determination of Suitability. Buyer is acquiring the Property for the purposes described in Recital B above. Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of

Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement as provided in Section 6.1 below.

5.2 Environmental Due Diligence. Buyer may elect to obtain a Phase I Environmental Assessment ("**Phase I**") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("**Phase II**"). Upon forty-eight (48) hours prior written notice, Buyer, its agents and consultants, may have access to the Property in order to conduct the Phase I (and, if required, Phase II); provided, however, that if the Property is used for business/rental purposes, entry for the conduct of such testing will occur in a manner that will cause as little disruption as possible to business activities on the Property and preserve to the greatest extent possible the rights and privacy of Seller and/or tenants; provided further that any invasive testing that may be required as a part of a Phase II will occur at times and in those locations mutually agreed upon by the Parties. Buyer will be responsible to repair any damage caused by invasive testing. Subject to the requirement of forty-eight (48) hours prior notice to Seller, Buyer and its consultants may conduct such other inspections of the Property as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use.

5.3 Right of Entry. Buyer, its agents and consultants, will have a right of entry to the Property in order to conduct any testing and inspections, as described in Section 5.2 above. Buyer will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities with respect to Buyer's exercise of this right of entry and will keep the Property free from mechanics lien claims. Buyer maintains and will continue to maintain adequate public liability insurance coverage throughout the term of this Agreement. Buyer's indemnity obligations as set forth herein will survive termination of this Agreement.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. If Buyer elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3, 5.1, 6.4, or 9.16 herein or pursuant to any Addendum attached hereto, Buyer may do so by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. If Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3 or 6.2 herein, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In such event, the Party so terminating shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"). Upon such termination, all other obligations and liabilities of the Parties under this Agreement shall cease and terminate.

6.2 Buyer's Breach. If Buyer materially defaults its obligation to perform under this Agreement and fails to cure such default within thirty (30) days following written notice from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and shall be liable for payment of liquidated damages, as set forth below. Upon such termination, all obligations and liabilities of the Parties under this Agreement shall cease and terminate.

6.3 Intentionally Deleted.

6.4 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within thirty (30) days following written notice from Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date are to the best of Seller's knowledge, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer the interests in the Property described herein and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

7.1.3 Hazardous Materials. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer that a release of hazardous substance has occurred on or beneath the real Property. Seller warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property. To the best of Seller's knowledge, Seller has not used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives,

radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

7.1.4 Litigation. There are no known claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not aware of any of the following which Seller would be subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

7.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

7.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

7.2 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of / in connection with any misrepresentation made by Seller pursuant to this Article 8.

8. REMAINDER PARCEL CURATIVE WORK AND RIGHT OF ENTRY.

8.1 Remainder Parcel. That portion of the Master Parcel being retained in fee by Seller ("**Remainder Parcel**") will be affected by construction activities on the Property in connection with the Project. Buyer and Seller agree that in addition to payment by Buyer of the Purchase Price and the performance by Buyer of the other obligations described herein, Buyer, its contractors or assigns shall perform those construction activities, if any, described in Section A of Addendum 2 attached hereto concurrent with Project-related construction activities on the Property.

8.2 Seller Right to Remove/Reconstruct. The compensation to be paid by Buyer to Seller pursuant to this Agreement may include the value of and cost to remove, relocate, reconstruct and/or refurbish certain improvements located upon the Property, as more particularly described in Section B of Addendum 2 attached hereto. If any such improvements are not removed from the Property or reconstructed or refurbished prior to the date set forth in Addendum 2 (but not sooner than Close of Escrow), Buyer, its agents, contractors or assigns

shall have the right (but not the obligation) to remove such improvements and dispose of the same in any manner Buyer deems appropriate, without further notice, responsibility or payment to Seller whatsoever.

8.3 Right of Entry. Pursuant to the TCE, Seller grants to Buyer, its authorized agents or contractors, a right of entry on the Property in order to perform the construction obligations described above and in Addendum 2 as well as to perform inspections in connection with such construction activities. Buyer will provide not less than forty-eight (48) hours prior written notice to Seller regarding its entry upon the Property pursuant to the TCE. Buyer's right to use the TCE Property shall continue in effect for a period ("**Construction Period**") as shown in Addendum 3. Buyer shall use commercially reasonable efforts to complete its work within the Construction Period; provided, however, that in the event of circumstances over which Buyer has no reasonable control (i.e., inclement weather, labor disputes, material shortages, etc.), and upon verification of such justified delays, the Construction Period may be extended for such period as Buyer and Seller may agree. In the event of a delay beyond the Construction Period and an agreement by Buyer and Seller to extend the Construction Period, Buyer agrees to pay to Seller the "Monthly Rate" amount as shown in Addendum 3, prorated to the actual date of Buyer's termination of use of the TCE Property (or a portion thereof to which the Monthly Rate applies). Buyer agrees to pay to Seller the amount as shown in ADDENDUM 3 per month, prorated to the actual date of Buyer's termination of use of the TCE Property. In no event shall Buyer's use of the TCE Property extend beyond August 1, 2016, the projected Project completion date, unless the parties agree in writing to extend the TCE period and Buyer pays consideration for the extended period. Buyer shall execute and record a quitclaim deed for release and relinquish TCE interest upon termination or expiration of the TCE period.

9. MISCELLANEOUS.

9.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
Attn: Anne Mayer, Executive Director
4080 Lemon Street, 3rd Floor
P. O. Box 12208
Riverside, CA 92502-2208
Telephone: (951) 787-7141
Facsimile: (951) 787-7906

With Copy to: Best Best & Krieger LLP
Attn: Steven DeBaun, Esq.
3750 University Avenue
Riverside, CA 92501
Telephone: (951) 686-1450
Facsimile: (951) 686-3083

To Seller: County of Riverside
c/o Vince Yzaguirre
3403 10th Street, 5th Floor
Riverside, CA 92501
Telephone: (951) 955-9011
Facsimile: (951) 955-4837

With Copy to: Overland, Pacific & Cutler
Attention: Mark La Bonte
2280 Market Street, Suite 340
Riverside, CA 92501
Telephone: (951) 683-2353
Facsimile: (951) 683-3901

To Title Company: Lawyers Title Insurance Corporation
Attention: Chris Maziar
4100 Newport Place Drive, Suite 120
Newport Beach, CA 92660
Telephone: (949) 724-3170
Fax: (949) 258-5740

9.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances caused by Seller occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives and will survive Close of Escrow and the recordation of the Grant Deed and Easement Deeds for a period not to exceed applicable statute of limitations.

9.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Fee Property immediately upon Close of Escrow, subject to any Tenant Leases accepted by Buyer in the manner provided in this Agreement. All risk of loss or damage to the Fee Property will pass from the Seller to the Buyer at the Close of Escrow.

9.4 Brokers and Sales Commissions. If either Party elects to use the services of a real estate broker, sales person or finder, the Party that has obligated itself in writing with respect to such services shall deposit with Escrow Holder (or, with respect to Seller, the payment to Seller at Closing will be debited) in an amount sufficient to satisfy all brokerage commissions and finder's fees for what such Party has become obligated. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

9.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and Easement Deeds and the Close of Escrow.

9.6 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

9.7 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

9.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

9.9 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

9.10 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

9.11 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

9.12 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

9.13 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

9.14 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

9.15 Successors and Assigns. Subject to the provisions of Section 9.14 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

9.16 Ratification. Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein are subject to the approval and ratification of this Agreement by the Buyer's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event the Buyer's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Buyer may terminate this Agreement and the Escrow as provided in Section 6.1 herein.

9.17 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

9.18 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

9.19 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

9.20 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

9.21 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

9.22 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Date: _____

BUYER:

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the State of
California

Attn: Anne Mayer, Executive Director
4080 Lemon Street, 3rd Floor
Riverside, California 92501

By: _____

Anne Mayer, Executive Director

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

Steven DeBaun, Attorney for
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

SELLER:

COUNTY OF RIVERSIDE, a Political Subdivision

By: _____

Deputy

By: _____

John Tavaglione, Chairman
Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

By: _____


Synthia M. Gunzel, Deputy

LIST OF EXHIBITS

Exhibit A -	Depiction of Master Parcel
Exhibit B-1 -	Legal Description of the Fee Property
Exhibit B-2 -	Depiction of the Fee Property
Exhibit C-1 -	Legal Description of the Aerial Easement Property
Exhibit C-2 -	Depiction of the Aerial Easement Property
Exhibit D-1 -	Legal Description of the TCE Property
Exhibit D-2 -	Depiction of the TCE Property
Exhibit E-1 -	Legal Description of the Permanent Easement Property
Exhibit E-2 -	Depiction of the Permanent Easement Property
Exhibit F -	Grant Deed
Exhibit G -	Easement Deed
Exhibit H -	TCE Deed
Exhibit I -	Permanent Easement Deed
Addendum 1 -	Rental Property
Addendum 2 -	Construction Activities
Addendum 3 -	Temporary Construction Easements