



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

680



**FROM:** Regional Park & Open-Space District

**SUBMITTAL DATE:**  
6/12/12

**SUBJECT:** Resolution No. 2012-6, Authorization to Purchase Interests in Real Property –  
Unincorporated Area of Western Riverside County, DISTRICT I/I, I/II, V/V

**RECOMMENDED MOTION:** That the Board approves and:

1. Adopts Resolution No. 2012-6, Authorization to Purchase Interests in Real Property located in the Unincorporated Area of Western Riverside County, Metropolitan Water District's Parcel Numbers as shown on the enclosed Exhibit A, by Grant Deed from the Metropolitan Water District of Southern California (MWD); and
2. Approves the Purchase and Sale Agreement between the Riverside County Regional Park and Open-Space District (District) and MWD for the purchase of real property interests shown on the attached Exhibit A; and
3. Authorize the Chairman of the Board of Directors to execute the Purchase and Sale Agreement on behalf of the District and any other necessary documents to complete the conveyances of real property and this transaction; and

(continued on page 2)

Brande Hune, Chief for Scott Bangle, General Manager

2012-027D CQ

**FINANCIAL DATA**

<b>Current F.Y. Total Cost:</b>	\$ 490,000	<b>In Current Year Budget:</b>	Yes
<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	No
<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	2012-13

**SOURCE OF FUNDS:** Development Impact Fees Western Riverside County Multipurpose Trail Facilities Fund, Highgrove Trail Commitment (previously approved commitment)

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

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Alex Gann

**County Executive Office Signature**

- Consent
- Policy
- Consent
- Policy

Dept't Recomm.:  
Per Exec. Ofc.:

**DISTRICT**

**Prev. Agn. Ref.:** 5/1512, 13.1; 9/28/04, 3.33 and 13.3

**District:** I/I, I/II, V/V

**Agenda Number:**

**13.3**

FORM APPROVED COUNTY COUNSEL  
BY:   
CYNTHIA M. GUNZEL  
DATE: 7-18-12  
Departmental Concurrence

**SUBJECT:** Resolution No. 2012-6, Authorization to Purchase Interests in Real Property – Unincorporated Area of Western Riverside County, DISTRICT I/I, I/II, V/V

**RECOMMENDED MOTION (continued):**

4. Finds that the acquisition of the real property interests, ("Project"), is exempt from the California Environmental Quality Act (CEQA) Guidelines Sections 15325(f) and 15316.

**BACKGROUND:**

The City of Riverside and the District desire to jointly purchase the fee simple and easement interests in real property from MWD in their respective areas with the intent of expanding the regional trails network. The proposal before the Board today approves the acquisition of the real property interests described in Exhibit A for the eventual development of the 7 Mile Box Springs Feeder Trail which shall expand the existing Highgrove Trail. In addition, it creates a major link between Citrus Heritage State Park, the Lake Matthews area and Box Springs Mountain Reserve.

Approving these motions will allow the District, with assistance from the Economic Development Agency – Real Estate Division providing real estate acquisition services, to complete the acquisition, environmental studies and design work for the Highgrove Trail expansion segment, 7 Mile Box Springs Feeder Trail. MWD is selling the property in an as-is condition and is not providing any representations or warranties associated with the property. The District and the City have completed its efforts, pursuant to the MOU, to perform desired due diligence for acquisition of these properties. Representatives of each entity involved in the purchase and sale of the real property interests walked the trail on April 11, 2012 and April 19, 2012. General opinion implied that the project will consist of minimal changes to the land and provide trails in natural state.

The approval of this Purchase and Sale Agreement for the acquisition of the real property interests described herein has been reviewed and determined to be exempt from CEQA under CEQA Guidelines Section 15325(f) and 15316 because the Project consists of the acquisition of land for park and open-space purposes.

On May 15, 2012, M.O. 13.1 the Board approved and adopted Resolution No. 2012-4, Notice of Intention to Purchase Interests in Real Property in the Unincorporated Area of Western Riverside County.

This Resolution No. 2012-6 has been reviewed and approved as to form by County Counsel.

**SUBJECT:** Resolution No. 2012-6, Authorization to Purchase Interests in Real Property – Unincorporated Area of Western Riverside County, DISTRICT I/I, I/II, V/V

**BACKGROUND (continued):**

**FISCAL:**

Funds in the amount of \$300,000 for the purchase of interests in real property were approved by the Board May 15, 2012, M.O. 13.1. All other costs associated with this trail segment project are shown with estimated budgets and they will be paid as part of an existing commitment to Highgrove Trail by the Western Riverside County Multipurpose Trail Facilities Fund/Development Impact Fee, approved by the Board September 28, 2004, M.O. 3.33 and 13.3.

<b>Item</b>	<b>Estimated Budget</b>
CEQA	\$112,500
Board actions	6,000
Phase I environmental	5,850
EDA real property services	25,000
Legal services	3,000
Title insurance	3,200
Escrow fee	1,200
Estimated work for surplus	22,000
Other County/District services	11,250
<b>Total</b>	<b>\$190,000</b>

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RESOLUTION NO. 2012-6  
AUTHORIZATION TO PURCHASE INTERESTS IN REAL PROPERTY  
FROM METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
IN THE UNINCORPORATED AREA OF WESTERN RIVERSIDE COUNTY,  
COUNTY OF RIVERSIDE, CALIFORNIA  
METROPOLITAN WATER DISTRICT'S PARCEL NUMBERS  
AS SHOWN ON THE ENCLOSED EXHIBIT A BY GRANT DEED

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors  
(Board) of Riverside County Regional Park and Open-Space District (District) in regular session  
assembled on \_\_\_\_\_ at 11:30 a.m. in the meeting room of the Board of Directors located  
on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California,  
authorizes the purchase of real property interests, at a purchase price not to exceed Three  
Hundred Thousand Dollars (\$300,000) from Metropolitan Water District of Southern California  
(MWD); plus miscellaneous escrow, closing and due diligence costs in the approximate amount  
of One Hundred Ninety Thousand Dollars (\$190,000) for the following described real property:  
Certain real property located in the Unincorporated Area of Western Riverside County, State of  
California, identified by and as Metropolitan Water District's Parcel Number(s), more  
particularly described in Exhibit "A" Legal Description, attached hereto and thereby made a part  
of hereof.

BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of  
Directors of Riverside County Regional Park and Open-Space District is authorized to execute  
the Purchase and Sale Agreement on behalf of the District and any other documents to complete  
the conveyance of real property and this transaction.

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 7-18-12  
DATE  
SYNTHIA M. GUNZEL

**EXHIBIT A**

EXHIBIT A

Box Springs Feeder  
Easement Assignment  
1610-3-66; 1610-4-11, 12;  
1610-4-29; 1610-4-58, 60;  
1610-4-61, 77  
MWD to  
Riverside County Regional Park and  
Open-Space District

All right, title and interest in those easements over certain parcels of land in the County of Riverside, State of California conveyed to The Metropolitan Water District of Southern California by the various documents recorded in Official Records of said County as referenced below:

MWD Parcel 1610-3-66

Recorded November 4, 1977 as Instrument No. 220136 in Book 1977, page 220136.

MWD Parcel 1610-4-11

Recorded March 30, 1978 as Instrument No. 59611 in Book 1978, page 59611.

MWD Parcel 1610-4-12

Recorded June 07, 1978 as Instrument No. 115205 in Book 1978, page 115205.

MWD Parcel 1610-4-29

Recorded June 04, 1975 as Instrument No. 64947 in Book 1975, page 64947.

MWD Parcel 1610-4-58

Recorded July 26, 1979 as Instrument No. 157615 in Book 1979, page 157615.

MWD Parcel 1610-4-60

Recorded June 10, 1977 as Instrument No. 107026 in Book 1977, page 107026.

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EXHIBIT A

Box Springs Feeder  
Easement Assignment  
1610-3-66; 1610-4-11, 12;  
1610-4-29; 1610-4-58, 60;  
1610-4-61, 77  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-61

Recorded August 27, 1975 as Instrument No. 105050 in Book 1975, page 105050; and  
Recorded December 17, 1976 as Instrument No. 194906 in Book 1976, page 194906.

MWD Parcel 1610-4-77

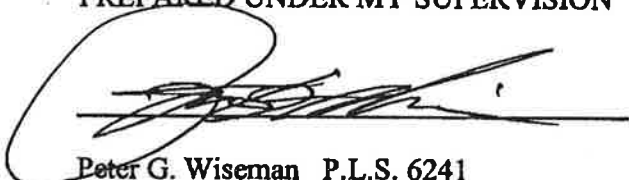
Recorded August 25, 1976 as Instrument No. 126481 in Book 1976, page 126481.

All as depicted within the area shown on Exhibit "B" attached hereto and made a  
part hereof.

Subject to any and all existing uses, licenses, permits, easements, rights of way,  
covenants, conditions and restrictions.

END OF DESCRIPTION

PREPARED UNDER MY SUPERVISION



Peter G. Wiseman P.L.S. 6241



Date



EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

All right, title and interest in those certain parcels of land in the County of Riverside, State of California conveyed to The Metropolitan Water District of Southern California by various documents recorded in Official Records of said County as referenced below:

MWD Parcel 1610-03-65

Recorded November 04, 1977 as Instrument No. 220137 in Book 1977, page 220137.

MWD Parcel 1610-3-69

Recorded November 02, 1977 as Instrument No. 218159 in Book 1977, page 218159.

MWD Parcel 1610-4-1

Recorded November 04, 1977 as Instrument No. 220137 in Book 1977, page 220137.

MWD Parcel 1610-4-4

Recorded June 04, 1975 as Instrument No. 64943 in Book 1975, page 64943.

MWD Parcel 1610-4-5

Recorded June 07, 1978 as Instrument No. 115204 in Book 1978, page 115204.

MWD Parcel 1610-4-14

Recorded July 20, 1978 as Instrument No. 150127 in Book 1978, page 150127.

MWD Parcel 1610-4-33

Recorded December 31, 1974 as Instrument No. 164528 in Book 1974, page 164528.

Continued next page;



EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-37

Recorded January 10, 1975 as Instrument No. 3301 in Book 1975, page 3301.

MWD Parcel 1610-4-41

Recorded November 08, 1979 as Instrument No. 238651 in Book 1979, page 238651.

MWD Parcel 1610-4-45

Recorded January 02, 1975 as Instrument No. 103 in Book 1975, page 103.

MWD Parcel 1610-4-53

Recorded April 11, 1975 as Instrument No. 41246 in Book 1975, page 41246.

MWD Parcel 1610-4-57

Recorded February 24, 1975 as Instrument No. 21144 in Book 1975, page 21144;  
EXCEPTING therefrom that portion conveyed as Instrument No. 157615 Recorded July 26, 1979 in  
Book 1979, page 157615.

MWD Parcel 1610-4-61

Recorded February 21, 1975 as Instrument No. 20640 in Book 1975, page 20640;  
EXCEPTING therefrom those portions conveyed by Instrument No. 105050 Recorded August 27,  
1975 in Book 1975, page 105050; and by Instrument No. 194906 Recorded December 17, 1976 in  
Book 1976, page 194906.

MWD Parcel 1610-4-63

Recorded January 22, 1975 as Instrument No. 7915 in Book 1975, page 7915.

MWD Parcel 1610-4-66

Recorded December 23, 1974 as Instrument No. 161457 in Book 1974, page 161457.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-77

Recorded January 27, 1975 as Instrument No. 9856 in Book 1975, page 9856; EXCEPTING therefrom that portion conveyed by Instrument No. 126481 Recorded in Book 1976, page 126481.

MWD Parcel 1610-4-81

Recorded March 07, 1975 as Instrument No. 26752 in Book 1975, page 26752.

MWD Parcel 1610-4-85

Recorded April 01, 1975 as Instrument No. 36414 in Book 1975, page 36414.

MWD Parcel 1610-4-89

Recorded June 25, 1975 as Instrument No. 74942 in Book 1975, page 74942.

MWD Parcel 1610-5-45

Recorded April 15, 1975 as Instrument No. 42644 in Book 1975, page 42644.

MWD Parcel 1610-5-53

Recorded April 25, 1975 as Instrument No. 47188 in Book 1975, page 47188.

MWD Parcel 1610-5-57

Recorded April 17, 1975 as Instrument No. 43599 in Book 1975, page 43599.

MWD Parcel 1610-5-61

Recorded April 25, 1975 as Instrument No. 47189 in Book 1975, page 47189.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-5-69

Recorded February 19, 1975 as Instrument No. 19313 in Book 1975, page 19313.

MWD Parcel 1610-5-73

Recorded February 20, 1975 as Instrument No. 19890 in Book 1975, page 19890.

MWD Parcel 1610-5-77

Recorded March 31, 1975 as Instrument No. 35824 in Book 1975, page 35824.

MWD Parcel 1610-5-81

Recorded February 02, 1975 as Instrument No. 16703 in Book 1975, page 16703.

MWD Parcel 1610-5-105

Recorded May 13, 1975 as Instrument No. 54771 in Book 1975, page 54771.

MWD Parcel 1610-5-109

Recorded February 08, 1977 as Instrument No. 21072 in Book 1977, page 21072.

MWD Parcel 1610-5-113

Recorded February 08, 1977 as Instrument No. 21703 in Book 1977, page 21073.

MWD Parcel 1610-5-117

Recorded January 06, 1976 as Instrument No. 1005 in Book 1976, page 1005.

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EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-1

Recorded October 24, 1975 as Instrument No. 131390 in Book 1975, page 131390.

MWD Parcel 1610-6-3

Recorded June 15, 1976 as Instrument No. 84387 in Book 1976, page 84387.

MWD Parcel 1610-6-5

Recorded June 21, 1977 as Instrument No. 114156 in Book 1977, page 114156.

MWD Parcel 1610-6-9

Recorded March 20, 1975 as Instrument No. 31948 in Book 1975, page 31948.

MWD Parcel 1610-6-13

Recorded January 03, 1975 as Instrument No. 603 in Book 1975, page 603.

MWD Parcel 1610-6-17

Recorded January 23, 1975 as Instrument No. 8469 in Book 1975, page 8469.

MWD Parcel 1610-6-19

Recorded April 17, 1975 as Instrument No. 43601 in Book 1975, page 43601.

MWD Parcel 1610-6-21

Recorded April 17, 1975 as Instrument No. 43600 in Book 1975, page 43600.

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EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-25

Recorded February 10, 1975 as Instrument No. 15953 in Book 1975, page 15953.

MWD Parcel 1610-6-29

Recorded November 14, 1975 as Instrument No. 142208 in Book 1975, page 142208.

MWD Parcel 1610-6-33

Judgment and Final Order of Condemnation and Order for Disbursement recorded October 27, 1977 as Instrument No. 214206 in Book 1977, page 214206.

MWD Parcel 1610-6-37

Judgment and Final Order of Condemnation and Order for Disbursement recorded November 18, 1977 as Instrument No. 231496 in Book 1977, page 231496.

MWD Parcel 1610-6-41

Recorded October 27, 1975 as Instrument No. 132030 in Book 1975, page 132030.

MWD Parcel 1610-6-45

Recorded January 06, 1977 as Instrument No. 2407 in Book 1977, page 2407.

MWD Parcel 1610-6-53

Recorded September 18, 1975 as Instrument No. 114465 in Book 1975, page 114465.

MWD Parcel 1610-6-57

Recorded August 12, 1977 as Instrument No. 155884 in Book 1977, page 155884.

MWD Parcel 1610-6-61

Recorded February 26, 1975 as Instrument No. 22384 in Book 1975, page 22384.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-63

Recorded February 13, 1975 as Instrument No. 17295 in Book 1975, page 17295.

MWD Parcel 1610-6-65

Recorded July 11, 1975 as Instrument No. 82592 in Book 1975, page 82592.

MWD Parcel 1610-6-66

Recorded July 11, 1975 as Instrument No. 82593 in Book 1975, page 82593.

MWD Parcel 1610-6-77

Recorded February 26, 1975 as Instrument No. 22386 in Book 1975, page 22386.

MWD Parcel 1610-6-85

Recorded April 30, 1976 as Instrument No. 58051 in Book 1976, page 58051.

MWD Parcel 1610-6-89

Recorded March 31, 1978 as Instrument No. 60613 in Book 1978, page 60613.

MWD Parcel 1610-6-93

Recorded March 11, 1975 as Instrument No. 27896 in Book 1975, page 27896.

MWD Parcel 1610-6-101

Recorded September 03, 1976 as Instrument No. 131902 in Book 1976, page 131902.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-109

Recorded February 10, 1975 as Instrument No. 15952 in Book 1975, page 15952.

MWD Parcel 1610-6-113

Recorded December 24, 1974 as Instrument No. 162167 in Book 1974, page 162167.

MWD Parcel 1610-6-117

Recorded May 09, 1975 as Instrument No. 53592 in Book 1975, page 53592.

MWD Parcel 1610-6-121

Recorded January 30, 1975 as Instrument No. 12507 in Book 1975, page 12057

MWD Parcel 1610-6-125

Recorded August 11, 1976 as Instrument No. 117901 in Book 1976, page 117901.

MWD Parcel 1610-6-129

Recorded December 17, 1976 as Instrument No. 194226 in Book 1976, page 194226.

MWD Parcel 1610-6-133

Recorded August 26, 1977 as Instrument No. 166521 in Book 1977, page 166521.

MWD Parcel 1610-6-135

Recorded October 24, 1975 as Instrument No. 131391 in Book 1975, page 131391.

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EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-137

Recorded October 24, 1975 as Instrument No. 131392 in Book 1975, page 131392.

MWD Parcel 1610-6-139

Recorded October 24, 1975 as Instrument No. 131393 in Book 1975, page 131393.

MWD Parcel 1610-6-141

Recorded March 31, 1978 as Instrument No. 60614 in Book 1978, page 60614.

MWD Parcel 1610-7-1

Recorded September 30, 1976 as Instrument No. 146106 in Book 1976, page 146106.

MWD Parcel 1610-7-5

Recorded December 06, 1974 as Instrument No. 155352 in Book 1974, page 155352.

MWD Parcel 1610-7-9

Recorded March 14, 1977 as Instrument No. 41426 in Book 1977, page 41426.

MWD Parcel 1610-7-13

Recorded November 21, 1974 as Instrument No. 149515 in Book 1974, page 149515.

MWD Parcel 1610-7-17

Recorded February 27, 1975 as Instrument No. 22888 in Book 1975, page 22888.

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EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-7-21

Recorded November 04, 1977 as Instrument No. 220138 in Book 1977, page 220138.

MWD Parcel 1610-7-25

Recorded October 29, 1974 as Instrument No. 139148 in Book 1974, page 139148.

MWD Parcel 1610-7-26

Recorded September 30, 1976 as Instrument No. 146107 in Book 1976, page 146107.

MWD Parcel 1610-7-29

Recorded December 05, 1974 as Instrument No. 154754 in Book 1974, page 154754.

MWD Parcel 1610-7-31 and 1610-7-32

Recorded March 11, 1976 as Instrument No. 31933 in Book 1976, page 31933.

MWD Parcel 1610-7-34

Recorded December 05, 1974 as Instrument No. 154756 in Book 1974, page 154756.

MWD Parcel 1610-7-35

Recorded March 11, 1976 as Instrument No. 31932 in Book 1976, page 31932.

MWD Parcel 1610-7-37

Recorded December 02, 1974 as Instrument No. 152716 in Book 1974, page 152716.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-7-38 and 1610-7-40

Recorded March 11, 1976 as Instrument No. 31933 in Book 1976, page 31933.

MWD Parcel 1610-7-41

Judgment and Final Order of Condemnation and Order for Disbursement, recorded  
December 07, 1977 as Instrument No. 242929 in Book 1977, page 242929.

MWD Parcel 1610-7-42

Recorded September 30, 1976 as Instrument No. 146108 in Book 1976, page 146108.

MWD Parcel 1610-7-45

Recorded December 06, 1974 as Instrument No. 155354 in Book 1974, page 155354.

MWD Parcel 1610-7-46 and 1610-7-48

Recorded March 11, 1976 as Instrument No. 31931 in Book 1976, page 31931.

MWD Parcel 1610-7-49

Recorded January 07, 1975 as Instrument No. 1808 in Book 1975, page 1808.

MWD Parcel 1610-7-50

Recorded September 30, 1976 as Instrument No. 146109 in Book 1976, page 146109.

MWD Parcel 1610-7-53

Recorded January 26, 1978 as Instrument No. 15614 in Book 1978, page 15614.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-7-58

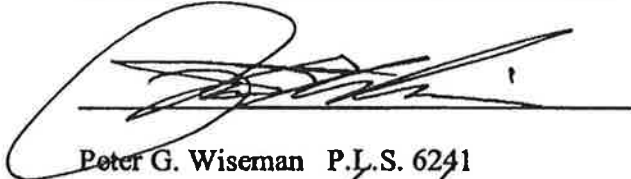
Recorded January 20, 1977 as Instrument No. 10739 in Book 1977, page 10739,  
EXCEPTING therefrom that portion conveyed by Instrument No. 2006-0788908, Recorded October  
26, 2006.

All as depicted within the area shown on Exhibit "B" attached hereto and made a  
part hereof.

Subject to any and all existing uses, licenses, permits, easements, rights of way,  
covenants, conditions and restrictions.

**END OF DESCRIPTION**

PREPARED UNDER MY SUPERVISION

  
Peter G. Wiseman P.L.S. 6241

04/19/2012  
Date



**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**With**

**RIVERSIDE COUNTY REGIONAL PARK &  
OPEN-SPACE DISTRICT**

**Dated March 30, 2012**

**(BOX SPRINGS FEEDER PARCELS)**

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**TABLE OF CONTENTS**

LIST OF PARTICULARS.....	1
AGREEMENT AND JOINT ESCROW INSTRUCTIONS .....	3
ARTICLE I PURCHASE AND SALE.....	3
ARTICLE II PURCHASE PRICE .....	4
ARTICLE III PURCHASER'S ACCEPTANCE OF PHYSICAL CONDITION OF PROPERTY .....	4
ARTICLE IV CONDITION OF TITLE.....	6
ARTICLE V CLOSING.....	7
ARTICLE VI RISK OF LOSS.....	10
ARTICLE VII DEFAULT AND REMEDIES .....	10
ARTICLE VIII EFFECTIVE DATE.....	12
ARTICLE IX REPRESENTATIONS, WARRANTIES AND COVENANTS .....	12
ARTICLE X DUE DILIGENCE PERIOD.....	15
ARTICLE XI MISCELLANEOUS PROVISIONS .....	16

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (this “**Agreement**”) is made and entered into as of the date specified hereinbelow on the List of Particulars, by and between Seller and Purchaser. The following terms shall have the meanings specified, when used in this Agreement:

**LIST OF PARTICULARS**

Date of Agreement:	March 30, 2012 (for reference only)
MWD Parcel Number:	1610-2-1 through 1610-7-58
Seller:	THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a metropolitan water district duly organized and existing pursuant to the Metropolitan Water District Act of the State of California, as amended
Purchaser:	RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Article 3 of the State of California, by and through its Board of Supervisors ("Governing Board")
Property:	Approximately 53.87 acres located west of Seller’s Henry J. Mills Water Treatment Plant in the City and County of Riverside, commonly known as the Box Springs Feeder pipeline and consisting of the Box Spring Feeder Parcels, more particularly described in Article I of this Agreement
Purchase Price:	Three Hundred Thousand and No/100 Dollars (\$300,000), all cash payable at the close of escrow
Deposit:	Four Thousand Five Hundred and No/100 Dollars (\$4,500), constituting one and one-half percent (1.5%) of the Purchase Price
Purpose:	Sale conducted by Seller done pursuant to the California Surplus Lands Act (Government Code Section 54220 <i>et seq.</i> )
Transfer Instrument:	Easement Parcels (defined in Article I) shall transfer by an Assignment of Easement and the Fee Parcels (defined in Article I) shall transfer by Grant Deed (collectively "Transfer Deed") pursuant to Article V of this Agreement

Escrow Agent: Orange Coast Title Company  
3536 Concoors, #120  
Ontario, California 91764  
Attention: Irene Genders  
Fax: (714) 415-7943  
Email: ireneg@octitle.com

Title Company: Orange Coast Title Company  
3536 Concoors, #120  
Ontario, California 91764  
Attention: Manny Villalobos  
Fax: (714) 415-7976  
Email: mvillalobos@octitle.com

Title Company: Lawyers Title Company  
3480 Vine Street, #100  
Riverside, California 92507  
Attention: Peggy Jones  
Fax: (951) 781-1169  
Email: tu67@ltic.com

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

R E C I T A L S

A. Seller desires to sell the Property (defined in the List of Particulars and in Section 1.1 below) to Purchaser, and Purchaser desires to purchase the Property from Seller pursuant to the terms and conditions contained in this Agreement;

B. In order to set forth the terms and conditions of such purchase and sale, Seller and Purchaser desire to enter into this Agreement.

C. Seller is a public corporation whose primary goal is the acquisition and distribution of water to its member public agencies. As such, Seller acquired the Property for the purpose of developing, constructing, operating and maintaining a water treatment facility and associated appurtenances to serve the water needs of its surrounding service area. Seller has determined that the Property is surplus and, having complied with Article 8, Chapter 5, Part 1, Division 2, Title 5 of the California Government Code Sections 54220-54232 (the "Surplus Lands Act"), desires to sell the Property to Purchaser.

D. Pursuant to the Surplus Lands Act, Purchaser intends to devote the Property to the Public Purpose described in the List of Particulars. Relying on Purchaser's representation of the proposed use, Seller has agreed to discount the Purchase Price from its appraised value.

E. These recitals and the List of Particulars are deemed material terms and conditions of this Agreement. Capitalized terms not defined in this Section 1.1 or below shall have the meaning ascribed to them in the List of Particulars and in these Recitals.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**A G R E E M E N T**

**ARTICLE I  
PURCHASE AND SALE**

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the following described property (collectively, the "**Property**");

1.1.1. **Property.** As used in this Agreement, "Property" shall mean the Easement Parcels and the Fee Parcels, defined as follows:

- a) The Easement Parcels are legally described in **Exhibit 1**;
- b) The Fee Parcels are legally described in **Exhibit 2**.



1.1.2. **Rights and Appurtenances.** All rights and appurtenances pertaining to the foregoing, including any right, title and interest of Seller in and to adjacent streets, gores, alleys or rights-of-way, except that Seller shall retain all minerals and mineral rights.

## **ARTICLE II PURCHASE PRICE**

2.1 **Purchase Price.** The Purchase Price for the Property shall be as specified in the List of Particulars and shall be paid by Purchaser to Seller, in immediately available funds, as follows:

2.1.1 **Deposit.** Seller hereby waives the initial deposit.

2.1.2 **Remainder Payment.** Prior to the Closing, Purchaser shall deliver to Escrow Agent the Purchase Price by wire transfer of immediately available funds.

## **ARTICLE III PURCHASER'S ACCEPTANCE OF PHYSICAL CONDITION OF PROPERTY**

3.1 **Physical Condition.** Prior to the Closing, Purchaser shall have inspected the Property to the extent Purchaser deems necessary or desirable. Purchaser's failure to notify Seller prior to the expiration of the Due Diligence Period (defined in Section 10.1), as provided in Article X of this Agreement, shall constitute Purchaser's representation to Seller that Purchaser is satisfied in all respects as to the location and physical condition of the Property.

3.2 **Seller's Disclaimer re Condition of Property.** Purchaser acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology, (b) the income to be derived from the property, (c) the suitability of the property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property, (f) the manner or quality of the construction or materials, if any, incorporated into the property, (g) the manner, quality, state of repair or lack of repair of the property or (h) any other matter with respect to the property, including, that Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any law, rule or regulation of any governmental entity having jurisdiction over hazardous substances ("hazardous substances law")

3.3 **Hazardous Substance Defined.** For purposes of this agreement, "Hazardous Substances" shall mean any and all: (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Hazardous Substance Laws (defined below); (b) materials, substances, products, by-

products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Hazardous Substance Laws (defined below) or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decision of any state or federal court; and (c) substances, products, by-products, waste or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products or waste.

3.4 **Hazardous Substance Laws.** For purposes of this Agreement, “Hazardous Substance Laws” shall mean and include all federal, state and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including but not limited to response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or cleanup-of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental cleanup.

3.5 **As-Is Nature of Sale.** Purchaser further acknowledges and agrees that having been given the opportunity to inspect the property, Purchaser is relying solely on its own investigation of the property and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that any information provided or to be provided by or on behalf of Seller with respect to the property including, without limitation, information made available to Purchaser by Seller, may have been obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of information so obtained. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any agent, employee, representative or other person. Purchaser further acknowledges and agrees that the sale of the property as provided for herein is made on an “AS-IS” condition and basis "WITH ALL FAULTS" as of the Date of Closing.

3.6 **General Release.** Purchaser and anyone claiming by, through or under Purchaser (collectively, “releasor”) hereby fully and irrevocably release Seller, its employees, officers, directors, representatives and agents from any and all claims that releasor may now have or hereafter acquire against Seller, its employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions, including environmental matters, affecting the property or any portion thereof. This release includes claims of which Purchaser is presently unaware or which Purchaser does not presently suspect to exist in Purchaser’s favor which, if known by Purchaser, would materially affect Purchaser’s release of Seller. Purchaser specifically waives the provisions of California civil code section 1542, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

\_\_\_\_\_  
Purchaser's Initials

It is understood and agreed that the Purchase Price has been adjusted by prior negotiation to reflect that the Property is sold by Seller and purchased by Purchaser subject to the foregoing.

#### **ARTICLE IV CONDITION OF TITLE**

##### **4.1 Permitted Exceptions.**

4.1.1 Purchaser agrees to accept title to Property subject to the following matters (collectively, with any additional exceptions approved by Purchaser pursuant to Section 4.2, the “**Property Permitted Exceptions**”):

4.1.1.1 Real property taxes, any general or special assessments or bonds, taxes with respect to any possessory interest and any association fees.

4.1.1.2 Those matters shown on any survey which Purchaser elects to obtain that are not reflected in the Title Report.

4.1.1.3 All other matters not specifically disapproved by Purchaser pursuant to Section 4.2 below.

4.2 **Approval of Title.** Purchaser hereby acknowledges receiving the preliminary title report on or before the Effective Date issued by Land America Lawyer's Title, together with copies of all documents shown as exceptions therein; and that update issued by Orange Coast Title (collectively “**Title Report**”), disclosing the condition of title to the Property. Purchaser shall have ten (10) days from the Effective Date (as defined in Section 8.1) of this Agreement (the “**Title Review Period**”) to disapprove, by written notice delivered to Seller and Escrow Agent, any exceptions to title, except those Permitted Exceptions described in Section 4.1. If Purchaser does not so disapprove of any of such exceptions shown on the Title Report within the Title Review Period, Purchaser shall be deemed to have approved the Title Report. Seller, at its sole option, shall have ten (10) days, from and after delivery to it of Purchaser's disapproval notice, to agree that, prior to the Closing, Seller shall cause to be removed some or all of the exceptions to title to which Purchaser objects. Seller shall have no obligation to remove any exceptions to title. If Seller does not agree to remove the objectionable exceptions, Purchaser may elect to waive said objections or, in the alternative, may elect to terminate its obligations under this Agreement, by

written notice to Escrow Agent and Seller. If Purchaser does not elect to terminate its obligations under this Agreement within twenty (20) days following the expiration of the Title Review Period, as terminated by notice or passage of time, Purchaser shall be deemed to have waived its objections to the Title Report.

4.3 **Title Policy.** Either a CLTA Owner's Title Insurance Policies or a commitment therefor (each a "**CLTA Title Policy**" or together, the "**CLTA Title Policies**"), shall be issued to Purchaser by Title Company, or its underwriter, at the Closing. Such policies shall be CLTA Owner's Title Insurance Policies unless Purchaser elects prior to the Closing, by appropriate escrow instructions to Escrow Agent, to cause Title Company or its underwriter to issue ALTA Owner's Title Insurance Policies (each a "**ALTA Title Policy**" or together, the "**ALTA Title Policies**") in place of either CLTA Title Policy. Purchaser shall not be entitled to an ALTA Title Policy if the issuance thereof would cause any delay in the Closing. If Purchaser elects to have an ALTA Title Policy issued, Purchaser shall pay all costs associated with, and the premium for, said ALTA Title Policy in excess of the costs and premium that would have been incurred for a CLTA Title Policy. Purchaser shall obtain, at its sole cost, any survey required in connection with the ALTA Title Policy. The CLTA Title Policies or ALTA Title Policies shall be in the amount of the Purchase Price, for the protection of Purchaser as a fee owner of the Property, subject only to the Permitted Exceptions (and Title Company's standard printed exceptions).

4.4 **No General Title Warranty.** Nothing in this Agreement or in the deed or deeds from Seller to Purchaser recorded at the Closing shall be construed as a warranty or representation by Seller concerning Seller's title to the Property, and Seller makes no such warranty or representation. Purchaser is relying solely upon the Title Report, the CLTA Title Policies or ALTA Title Policies and Purchaser's own investigations respecting the state of title to the Property.

## **ARTICLE V CLOSING**

5.1 **Closing Through Escrow.** Subject to the provisions of this Agreement, Purchaser and Seller shall consummate and close the purchase and sale of the Property contemplated by this Agreement no later than fifteen (15) days after the end of the Due Diligence Period, (the "**Closing**"), unless the same shall be extended by Seller. The purchase and sale contemplated by this Agreement shall be consummated through an escrow which Purchaser and Seller shall cause to be established with Escrow Agent contemporaneously with the execution of this Agreement. This Agreement shall be deposited in escrow and shall constitute escrow instructions to Escrow Agent from Purchaser and Seller. The parties agree to execute and deliver to the Escrow Agent, such reasonable and customary escrow instructions in the usual form of escrow agreement for the purpose of consummating the sale contemplated by this Agreement; provided, however, that standard extension provisions in such escrow instructions shall not apply and that in the event of conflicts between the provisions of this Agreement any such escrow instructions, the provisions of this Agreement shall control. Escrow Agent shall perform all customary functions of an escrow agent to consummate this transaction, including among other duties of Escrow Agent, recordation of the deed to be executed by Seller and calculation of the prorations and Closing costs, as described herein, as well as serving as depository for all funds, instruments and documents needed

for the Closing. The Escrow Agent shall also be instructed to issue at the Closing the CLTA Title Policies or the ALTA Title Policies showing title to the Property vested in Purchaser, subject only to applicable Permitted Exceptions.

## 5.2 **Seller's Obligations with Respect to Closing.**

5.2.1 Prior to the Closing, Seller shall deliver to Escrow Agent the following documents (all duly executed and acknowledged by Seller, where required):

5.2.1.1 **Transfer Deed.** An (i) Assignment of Easement in substantially the form attached to this Agreement as **Exhibit 1**, and (ii) A Grant Deed in substantially the form attached to this Agreement as **Exhibit 2**, both executed by Seller and conveying the property to Purchaser, subject to no exceptions other than the Property Permitted Exceptions;

5.2.1.2 A duly executed and acknowledged General Assignment transferring leases and license agreements that assign and transfer to Purchaser, following Closing, the Seller's interests under the leases, and that contains the form and substance of the assignment appended to this Agreement as **Exhibit 3**;

5.2.1.3 Letters to Tenants ("Tenant Letters") at the Property and improvements that instruct the tenants, after the Closing Date, to pay rent to Purchaser and to recognize Purchaser as the new lessor under their respective leases;

5.2.1.4 Originals or, if originals are not available, complete copies of all leases and license agreements in Seller's possession. Seller will not provide Purchaser with a rent roll or estoppel certificates.

5.2.1.5 **Foreign Person.** An affidavit of Seller in the form prescribed by Treasury Regulation § 1.1445-2 certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended;

5.3 **Purchaser's Obligations at Closing.** Prior to Closing, Purchaser shall deliver to Escrow Agent the following (all duly executed and acknowledged by Purchaser, where required):

5.3.1 **Remainder Payment.** Purchaser shall deliver the balance of the Purchase Price.

5.3.2 **Evidence of Authority.** A copy of the duly adopted resolution of the Governing Board of Purchaser (as defined in the List of Particulars), certified as true and complete as of Closing, authorizing the execution, delivery and performance by Purchaser of this Agreement and the documents required hereby, and designating one or more persons to execute such documents in Purchaser's name in connection with this Agreement, together with an incumbency certificate for each person executing documents on behalf of Purchaser with specimen signatures for such persons.

5.4 **Closing Costs.** Seller shall pay the following closing costs: all of Seller's attorneys' fees and costs; one-half (1/2) of the fees and costs due to Escrow Agent for services rendered as escrow agent. Purchaser shall pay the following closing costs: all premiums and charges relating to the issuance of the CLTA Title Policies, all of Purchaser's attorneys' fees and costs; one-half (1/2) of the fees and costs due to Escrow Agent for services rendered as escrow agent; any sales, use or personal property tax or assessment payable in connection with the transfer of the personal property, if any; any and all recording charges, stamp taxes, filing fees, other sales and transfer fees; any additional premium for an ALTA Owner's Policies of Title Insurance if Purchaser elects to receive same, including the cost of any survey, the cost of any title endorsements to the CLTA Title Policies or ALTA Title Policies and the premium for the Lender's Title Policies. Purchaser shall, and does hereby, indemnify, defend and hold harmless Seller from any and all sales, use or personal property taxes or assessments to be paid by Purchaser pursuant to this Section 5.4, and such indemnification by Purchaser shall survive the Closing.

5.5 **Proration.** Unless otherwise specified in this Agreement, all expenses with respect to the Property shall be prorated to the Closing, as set forth below. The provisions of this Section 5.5 shall survive the Closing. Rents and fees, if any, shall not be prorated. Purchaser shall be entitled to recover only those rents and fees accruing to the Seller having due dates after Closing.

5.5.1 **Taxes, Assessments and Fees.** *[Intentionally omitted.]*

5.5.2 **Purchaser's Indemnity.** If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by Seller in its sole and absolute discretion. If, as of the Closing, the Property is not being treated as a separate tax parcel, then within thirty (30) days after the Closing, Purchaser shall, at its sole cost and expense, have the Property assessed separately for tax and assessment purposes. In the event the Property has been assessed for property tax purposes at such rates as would result in "roll-back" taxes upon changes in land usage or ownership of the Property, Purchaser agrees to pay all such taxes and indemnify, defend and save Seller harmless from and against any and all claims and liabilities for such taxes. This indemnification by Purchaser shall survive the Closing. Purchaser shall assume all future obligations on any real property taxes, general or special assessments or bond, taxes with respect to any possessory interest or association fees. Purchaser acknowledges that the Property may be subject to future assessments in connection with the development of the Property and other real property in the vicinity thereof.

5.5.3 **Utilities.** No provision has been made for the proration of water charges, fuel charges or utility charges as Seller shall terminate its account with the providers of any such services as of the date of Closing, and Purchaser shall, prior to the date of Closing, make application to the providers of such services for the continuation of such services in the name of Purchaser, or its designee. It is anticipated that in connection with any such services, the meters will be read on or about the date of Closing, and Seller shall be responsible for paying the bills for such services accruing prior to the date of Closing, and Purchaser shall be responsible for the payment of all such accounts accruing on or after the date of Closing. If any such accounts are not handled in this manner, then they shall be prorated as of the date of Closing in the same manner as described in Section 5.5.1 above.

5.6 **Delivery of Possession.** Upon the satisfaction by Seller of all of Seller's obligations, as set forth in Section 5.2 hereof, and upon the satisfaction by Purchaser of all of Purchaser's obligations, as set forth in Section 5.3 hereof, and upon the satisfaction of any and all other conditions precedent to this Agreement, if any, Escrow Agent shall cause the recordation of the Transfer Deed, distribute to Purchaser and to Seller the items and documents described in Section 5.2 and Section 5.3, respectively, and the purchase and sale transaction contemplated in this Agreement shall be finally consummated. Delivery of possession of the Property to Purchaser at the Closing shall be made subject only to contractual obligations approved or to be assumed by Purchaser and to the Permitted Exceptions.

## **ARTICLE VI RISK OF LOSS**

6.1 **Casualty.** Purchaser assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause prior to the Closing.

6.2 **Condemnation.** If, prior to the Closing, action is initiated or threatened to take the Property, or any substantial part thereof, by eminent domain or condemnation proceedings or by deed in lieu thereof, then Purchaser may either (a) terminate this Agreement by delivering written notice to Seller of such termination within five (5) days after Seller notifies Purchaser of the condemnation, or (b) consummate the Closing, in which latter event, Seller shall deliver to Purchaser, at Closing, any proceeds actually received by Seller in respect of such condemnation or assign to Purchaser, at Closing, all of Seller's right, title and interest in the award of the condemning authority, provided that in no event shall Purchaser be entitled to receive payment or assignment of such proceeds in an amount greater than the Purchase Price. If Purchaser fails to timely deliver to Seller written notice of termination of this Agreement as described in (a) above, then Purchaser shall be deemed to have elected to proceed in accordance with (b) above.

6.3 **Determination of Substantial Portion.** For purposes of Section 6.2 hereof, a "substantial portion" of the Property shall be deemed to include any taking or casualty loss equal to or greater than ten percent (10%) of the Purchase Price, and shall not include any taking or casualty loss of less than such amount. If any taking or casualty loss is less than a "substantial portion" of the Property, then Seller may elect to (a) terminate this Agreement or (b) direct Purchaser to proceed with Closing, in which event Seller shall deliver to Purchaser at the Closing any proceeds actually received by Seller attributable to the Property from such taking or casualty loss, or shall assign to Purchaser at Closing all of Seller's right, title and interest in any claim to such proceeds.

6.4 **Disposition of Deposit.** *[Intentionally omitted.]*

## **ARTICLE VII DEFAULT AND REMEDIES**

7.1 **Purchaser Default.** If Purchaser refuses or fails to consummate the purchase of the Property pursuant to this Agreement for any reason other than termination hereof pursuant to a right granted to Purchaser hereunder to do so, or breach by Seller of its agreements hereunder, then

Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Purchaser written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder, except as may be otherwise expressly provided herein, and Seller shall retain, as liquidated damages, the Deposit, together with all interest earned thereon.

**PURCHASER AND SELLER AGREE THAT IF PURCHASER BREACHES ITS DUTIES UNDER THIS AGREEMENT: (A) SELLER'S DAMAGES WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO DETERMINE; AND (B) TAKING INTO ACCOUNT ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT REPRESENTS THE BEST AND MOST REASONABLE ESTIMATE OF SELLER'S DAMAGES AT THE TIME OF THE EXECUTION OF THIS AGREEMENT. CONSEQUENTLY, IN THE EVENT OF PURCHASER'S DEFAULT UNDER THIS AGREEMENT, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT AND TO RETAIN THE DEPOSIT PLUS ALL INTEREST EARNED THEREON.**



\_\_\_\_\_  
Purchaser's Initials

  
\_\_\_\_\_  
Seller's Initials

7.2 **Consequences of Termination or Non-Termination of This Agreement.** If this Agreement is terminated by Purchaser pursuant to a right guaranteed to Purchaser hereunder to do so the following shall occur: (i) the Deposit, together with interest accrued thereon, (or any portion thereof) deposited by Purchaser with Escrow Agent or any portion of the Deposit paid or released to Seller in accordance with the terms hereof, shall be refunded to Purchaser; (ii) any documents deposited with Escrow Agent by either party shall be returned to the party depositing the same; (iii) Purchaser shall return to Seller all documents delivered by Seller to Purchaser pursuant to this Agreement; and (iv) Purchaser shall pay any applicable Escrow and title cancellation charges. Upon completion of all the foregoing, this Agreement shall be deemed terminated and neither party shall have any further rights against or obligations to the other hereunder. If this Agreement is not timely terminated by Purchaser at the end of the Due Diligence Period described in Section 10.1, the Deposit shall be released by Escrow Agent to Seller and thereafter said Deposit shall, without exception, be nonrefundable to Purchaser. Promptly after any termination of this Agreement and the Escrow for whatever reason other than a breach by Seller hereunder, Seller at its option, may request from Purchaser and Purchaser shall deliver to Seller, without any representation or warranty, at no cost to Purchaser, copies of any technical data and reports prepared by third parties for the benefit of Purchaser with respect to the physical or environmental condition of the Property, including, but not limited to, engineering studies, soils studies, geological studies and other engineering information in Purchaser's possession or under Purchaser's control.

7.2.1 **Seller Default.** If Seller defaults under this Agreement, then Purchaser may, at Purchaser's option, bring an action to terminate this Escrow or pursue any other rights or remedies that Purchaser may have at law. Accordingly, Purchaser agrees that, in the event Seller



defaults in any of its obligations hereunder, Purchaser's sole remedy shall be a monetary remedy and Purchaser waives any right to bring an action of specific performance or to otherwise seek enforcement of Seller's obligations hereunder. Purchaser specifically waives any and all rights it may have pursuant to the provisions of California Civil Code Sections 1680, 3384, 3387 and 3389.

## **ARTICLE VIII EFFECTIVE DATE**

8.1 **Effective Date.** This Agreement shall constitute an offer to purchase the Property on the terms and conditions set forth herein upon the delivery to Seller of four (4) counterparts of this Agreement, which have been duly executed by a duly authorized designee of Purchaser. Such offer may be accepted only by Seller's delivery of all four (4) fully executed counterparts to Escrow Agent within two (2) business days after the date of this Agreement. The date of receipt by Escrow Agent of four (4) fully executed counterparts of this Agreement shall be the "**Effective Date**" for the purposes hereof and Escrow Agent shall write such date on all four (4) counterparts hereof and shall return two (2) counterpart to Purchaser's attorney and one (1) counterpart to Seller's attorney, and shall retain one (1) counterpart for its files. Notwithstanding Seller's execution of this Agreement as provided herein, this Agreement shall be subject in all respects to the terms and conditions this Agreement.

## **ARTICLE IX REPRESENTATIONS, WARRANTIES AND COVENANTS**

9.1 **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller all of the following, as of the date hereof and as of the date of the Closing; and all representations and warranties of Purchaser in this Agreement shall survive the Closing and any termination of this Agreement:

9.1.1 **Use of Property.** Purchaser may take by grant, purchase and may hold, use, enjoy, and lease or dispose of real property, or any interest or right therein, within or without the boundaries of the Purchase, necessary to the full exercise of its powers. No action in this purchase transaction shall be deemed or intended to result in an affirmative or actual dedication of the Property.

9.1.2 **Authority.** The execution, delivery and performance of this Agreement by Purchaser have been duly authorized and approved by all requisite action, and no other authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order to enable Purchaser to enter into or to comply with the terms of this Agreement.

9.1.3 **Binding Effect of Documents.** As of the Effective Date, this Agreement and all other documents and certificates executed and delivered by Purchaser in connection with the transaction contemplated by this Agreement constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any statute, ordinance, contract, document, understanding, agreement or instrument to which Purchaser is a party or by which it is bound.

9.1.4 **SAWPA and WMWD.** Purchaser has investigated easements held by Santa Ana Watershed Project Authority and Western Municipal Water District and has confirmed to Purchaser's satisfaction that there are no covenants, conditions, restrictions, contractual or otherwise imposed by law or local zoning that would either interfere with or prohibit the land uses and purposes for which Purchaser is buying the Property. Seller has made no representations or warranties concerning the suitability, availability, or legal permissibility of potential uses for the Property.

9.1.5 **Accuracy of Representations and Warranties.** Each of the representations and warranties of Purchaser contained in this Agreement and in any document or certificate delivered in connection herewith (including all information previously furnished by Purchaser to Seller) is at the date hereof and as of the date of the Closing shall be true and correct in all material respects.

9.1.6 **No Conflicts of Interest.** Purchaser acknowledges that, prior to the execution of this Agreement; it has disclosed to Seller any potential conflicts of interest between Seller and Purchaser. In addition, Purchaser hereby represents and warrants to Seller, without any qualification as to Purchaser's knowledge, that no officers, officials or employees of Seller have a financial interest in this Agreement in contravention of California Government Code Sections 1090 - 1098.

9.2 **Seller's Representations and Warranties.** In consideration of Purchaser entering into this Agreement, and as an inducement to Purchaser to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Purchaser (and the continued truth and accuracy of which shall constitute a condition precedent to Purchaser's obligations hereunder):

9.2.1 **Authorization.** This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller. Seller has full right and authority to enter into and consummate this Agreement and all related documents. Each person executing this Agreement on behalf of Seller hereby represents that the execution of this Agreement has been duly authorized by the party on whose behalf the person is executing this Agreement.

9.2.2 **Threatened Actions.** To the best of Seller's actual knowledge, without investigation, there are no actions, suits, investigations or proceedings pending against or threatened or affecting the Property, whether in law or equity or before any governmental authority that would impair Seller's ability to transfer the Property as of the Effective Date.

9.2.3 **Third Party Consents.** To the best of Seller's actual knowledge, without investigation, except as otherwise provided herein, no consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

9.2.4 **Condemnation.** To the best of Seller's actual knowledge, without investigation, there are no pending or threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

9.2.5 **Agreements.** Except as otherwise provided in Section 9.2.5.1, to the best of Seller's actual knowledge, without investigation, there are no leases, licenses, easements, tenancies, possessory rights, rights of way, rights of first refusal, option rights, or other third party rights to lease, use, occupy, or purchase all or any portion of the Property and there are no other existing contracts or agreements of any kind affecting the Property entered into by Seller, or to Seller's knowledge without inquiry any predecessor in title of Seller under which any person or entity will have any rights against Purchaser or the Property after the Closing, except as may be reflected in the Condition of Title or otherwise described in this Agreement. Seller shall not grant, convey, transfer or enter into any such leases, licenses, easements, tenancies, rights, contracts, or agreements prior to the Closing (except to Purchaser in accordance with the terms of this Agreement) without the prior written approval of Purchaser, which Purchaser may withhold in its sole discretion.

9.2.5.1 **Disclosures.** Without waiving the scope and generality of Section 9.2.5, Seller is aware of encumbrances disclosed in the Title Report delivered to Purchaser on or before the Effective Date. Seller is further aware that use and/or development of the Property may be subject to regulation or oversight by the Santa Ana Watershed Project Authority.

9.2.6 **Maintenance Contracts.** There are no maintenance, service or similar agreements (whether oral or written) affecting or relating to the Property that will remain in effect after Closing.

9.2.7 **Hazardous Substances.** To the best of Seller's actual knowledge, without investigation, Seller has not introduced to the Property any Hazardous Substance in a manner that constitutes a violation of any Hazardous Substances Law, or which may expose Purchaser to liability to third parties, or individually or in the aggregate poses a significant risk to human health or the environment, or which could reasonably be expected to cause any person to incur investigation, removal, remediation or other cleanup costs under any Hazardous Substances Law. To the best of Seller's actual knowledge, there has been no proceeding or inquiry instituted or threatened by any governmental authority with respect to the presence of Hazardous Substances on the Property or any portion thereof. Nothing in this section imposes any responsibility on Seller for any matter disclosed to Purchaser by its own investigation of the Property or any matter disclosed in any reports provided by its own agents or by Seller.

9.2.8 **No Prior Conveyance.** Seller has not previously conveyed, and shall not convey after the Effective Date of this Agreement, except to Purchaser in accordance with the terms of this Agreement, any right, title or interest in and to the Property, or any of the water rights which are appurtenant or attributable to the Property, or which (to the extent owned by Seller) are used in the operation of the Property.

## ARTICLE X DUE DILIGENCE PERIOD

10.1 **Inspection.** Purchaser shall have until 5:00 p.m. on the thirtieth (30th) day following the Effective Date, to inspect the Property and all matters relating to the Property that Purchaser deems necessary or advisable, and to determine, in Purchaser's reasonable discretion, whether or not to proceed with the transactions contemplated herein (such period is referred to herein as the "**Due Diligence Period**"). If Purchaser, in its reasonable discretion, is not satisfied with any aspect of the Property, and if Purchaser and Seller have not reached a written agreement in settlement thereof on or before the last day of the Due Diligence Period, then Purchaser shall deliver to Seller and Escrow Agent a termination notice, to be received by Seller on or before the last day of the Due diligence Period, informing Seller of Purchaser's desire to terminate this Agreement. If such notice is properly delivered, then Escrow Agent shall immediately return the Deposit, together with all interest accrued thereon, to Purchaser without requiring any consent or notice from Seller and, upon Purchaser's receipt thereof, neither party hereto shall have any further rights against or obligations to the other under this Agreement, except as may be otherwise expressly provided herein. If Purchaser does not properly deliver a termination notice to Seller within the time period provided in this Section, then the inspection of the Property by Purchaser shall be deemed satisfactory to Purchaser, and Purchaser shall be deemed to have accepted the Property in its existing condition.

10.2 **Access to Property.** During the Due Diligence Period, Seller shall provide Purchaser and Purchaser's agents with access to the Property, and all books, records and information relating thereto, to the extent that these documents are available, upon reasonable notice and during normal business hours. Purchaser shall be liable for any damage or injury to any person or property occasioned by the acts of Purchaser, its employees, agents or representatives during any such inspection, and Purchaser shall, and does hereby, indemnify, defend and hold harmless Seller and its officers, directors, agents and employees from any and all liens, claims, demands or liability resulting therefrom. Prior to entry onto the Property by Purchaser or any of Purchaser's employees, agents or representatives, Purchaser shall deliver to Seller evidence reasonably satisfactory to Seller that Purchaser maintains (i) comprehensive general liability insurance covering Purchaser's operations in the minimum amount of \$1,000,000 per occurrence, and naming Seller as an additional insured, and (ii) workers' compensation insurance covering Purchaser's employees. In lieu of the foregoing, a duly organized public entity purchaser may provide Seller with evidence of self insurance, in the foregoing amounts, that is satisfactory to Seller in Seller's sole and absolute discretion. The indemnification by Purchaser contained in this Section shall survive the Closing and any termination of this Agreement, as the case may be.

10.3 **Condition of Premises.** During the Due Diligence Period, Purchaser is to avoid the commission of waste, damaging or contaminating the Property, including any fixtures, improvements, landscaping, trees, or plants, and shall take all reasonable steps to maintain the Property in its original state and condition as of the date Seller provides Purchaser with access to the Property. Prior to the completion of the Due Diligence Period, Purchaser will restore the Property to a condition that is equal to or better than its condition at the commencement of the Due Diligence Period.

**ARTICLE XI  
MISCELLANEOUS PROVISIONS**

11.1 **Broker's Commission.** Seller and Purchaser each represent and warrant to the other that neither has employed, retained or consulted any broker, agent or other finder with respect to the Property and Seller and Purchaser shall each indemnify, defend and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages, including, without limitation, costs and reasonable attorneys' fees incurred in connection with the foregoing, which may be asserted or recovered against the other on account of any brokerage fee, commission or other compensation arising in breach of this representation and warranty.

11.2 **Notices:** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing. If not otherwise provided hereunder, all notices, demands or requests to be sent to any party hereto shall be deemed to have been properly given or served by delivering the same personally to each party, by sending the same through a nationally recognized overnight courier service, or by depositing the same in the United States mail, addressed to such party, postage prepaid, and registered or certified with return receipt requested, at the addresses for such parties listed below:

Seller: Metropolitan Water District of Southern California  
Post Office Box 54153  
Los Angeles, California 90054-0153  
Attention: Heriberto F. Diaz, Senior Deputy General Counsel

Purchaser: RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT  
Economic Development Agency  
3403 10<sup>th</sup> Street, Suite 1500  
Riverside, California 92501  
Attention: Vincent Yzaguirre, Deputy Director

All notices, demands and requests shall be effective when personally delivered to the addressee or received by overnight courier, or upon the third day after being deposited in the United States mail in accordance with the foregoing.

11.3 **Time.** Time is of the essence in this Agreement and each and every provision of this Agreement.

11.4 **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one agreement, binding on all parties hereto.

11.6 **Severability.** If all or any portion of any of the provisions of this Agreement shall be declared invalid, illegal or unenforceable by laws applicable thereto, then the performance of said offending provision or provisions shall be excused by the parties hereto and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

11.7 **Captions.** The titles or captions of the provisions of this Agreement are merely for convenience of reference and are not representations of matters included or excluded from such provisions.

11.8 **Entire Agreement.** The parties hereto expressly acknowledge and agree that, with regard to the subject matter of this agreement and the transactions contemplated herein, (1) there are no oral agreements between the parties hereto and (2) this agreement, including the defined terms and all exhibits and addenda, if any, attached hereto, (a) embodies the final and complete agreement between the parties, (b) supersedes all prior and contemporaneous negotiations, offers, proposals, agreements, commitments, promises, acts, conduct, course of dealing, representations, statements, assurances and understandings, whether oral or written, and (c) may not be varied or contradicted by evidence of any such prior or contemporaneous matter or by evidence of any subsequent oral agreement of the parties hereto.

11.9 **No Modifications Except in Writing.** No modification hereof shall be binding unless set forth in writing and signed by the party or parties to be bound by the modification.

11.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.11 **Termination.** If a condition to Purchaser's obligations under this Agreement is not met, then Purchaser may terminate this Agreement by written notice given to Seller on or before the Closing, whereupon Escrow Agent shall return the Deposit, together with all interest accrued thereon, to Purchaser without requiring any consent or notice from Seller and, upon Purchaser's receipt thereof, this Agreement shall be null and void and, except as may be otherwise expressly provided herein, neither party hereto shall have any rights against or obligations to the other under this Agreement.

11.12 **Agreement Conditioned Upon Compliance with Government Code.** Purchaser acknowledges and agrees that, notwithstanding any provision to the contrary contained in this Agreement, this Agreement, and Seller's obligations hereunder, are expressly subject to and conditioned upon compliance with the Surplus Land Statute.

11.13 **Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either Seller or Purchaser, Seller and Purchaser shall perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing, or if necessary, after the Closing, any and all further acts, deeds and assurances as may, from time to time, be reasonably required to consummate the transactions contemplated in this Agreement.

11.14 **Agreement Not to Be Recorded.** Seller and Purchaser acknowledge and agree that neither this Agreement nor any memorandum or summary hereof shall be recorded. Seller and Purchaser further acknowledge and agree that, prior to the Closing, neither Seller nor Purchaser shall disclose any material term of this Agreement to any party not affiliated with Seller or Purchaser, without the prior written consent of the other party hereto; provided, however, that in addition to any reporting requirements imposed on Seller by any applicable state or federal law or regulation, whether presently existing or hereafter enacted or amended, Seller shall have, and hereby expressly reserves, the absolute and unconditional right to disclose, report or otherwise communicate, at any time and from time to time after the Closing, any or all of the financial, business or legal terms or conditions of the transaction contemplated by this Agreement to any person, entity, agency, department or board, whether public or private, for such purposes or reasons as Seller may deem necessary, proper, advisable or convenient, including, without limitation, the right to disclose the terms of sale to any appraiser, broker or other person under contract with or otherwise incurs legal fees to resolve a breach hereof Seller in connection with the sale, lease, or other disposition of other real estate or personal property, wherever located. Seller and Purchaser agree to notify any of their respective employees, agents, representatives or brokers involved in this transaction of this confidentiality requirement. Purchaser further acknowledges that Seller may enforce any breach of such confidentiality by seeking injunctive relief, or by suit for damages, or both, or by any other legal means. However, nothing contained in this paragraph 11.14 shall require the parties to take any action that is not consistent with the California Public Records Act.

11.15 **Attorney's Fees and Expenses.** In the event legal action is commenced to enforce or interpret, or for breach of, any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party costs and expenses incurred not limited to taxable costs, and reasonable attorneys' fees incurred by the prevailing party, in addition to all other relief and remedies to which the prevailing party may be entitled.

11.16 **Survival of Covenants, Etc.** All agreements, conditions, and other obligations set forth in this Agreement shall survive the Closing and any doctrine that would hold that performance is deemed completed upon the closing of escrow shall not apply to this Agreement because many obligations under this Agreement are to be performed after the Closing.

11.17 **Holiday.** When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions or this Agreement.

11.18 **Exhibits.** All Exhibits attached to, and to which reference is made in, this Agreement are incorporated into, and shall be deemed a part of, this Agreement.

11.19 **Ambiguities Not to be Construed Against Drafting Party.** The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

11.20 **Assignment by Purchaser.** Purchaser may not assign this agreement without Seller's prior written consent, which consent shall be given or withheld in Seller's sole and absolute discretion. Any purported assignment of Purchaser's interest in this Agreement in violation of this provision shall be null and void and shall vest no rights or interests in the purported assignee.

11.21 **Offer to Purchase.** Execution of this Agreement by Purchaser constitutes an offer to buy the Property from Seller on the terms and conditions set forth herein. Under no circumstances whatsoever, including, without limitation, any oral representations or statements, shall this Agreement be deemed an offer by Seller to sell the Property or be binding upon Seller until executed by a duly authorized officer, employee or representative of Seller.

*[Signature Page to Follow]*




IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement and Joint Escrow Instructions to become effective as of the Effective Date.

SELLER:

PURCHASER:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a metropolitan water district duly organized and existing pursuant to the Metropolitan Water District Act, as amended

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Article 3 of the State of California, by the through its Board of Supervisors ("Governing Board")

By:   
Ralph T. Hicks  
Group Manager,  
Real Property Management  
and Development Group

By: \_\_\_\_\_  
John J. Benoit  
Chairman of the Board

Date: 7-10-12

Date: \_\_\_\_\_


ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board


By: \_\_\_\_\_  
Deputy

(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:   
Humberto F. Diaz  
Sr. Deputy General Counsel

Pamela J. Walls  
County Counsel  
By:   
Synthia M. Gunzel  
Deputy County Counsel

The undersigned, a duly authorized representative of Escrow Agent, hereby accepts this Agreement and agrees to act as Escrow Agent in accordance herewith.

ORANGE COAST TITLE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT 1**

**Full Assignment of Recorded Easement  
with Appended Legal Description**

When recorded mail to:

Riverside County Regional Park and  
Open-Space District  
4600 Crestmore Rd.  
Jurupa Valley, California 92509

**FREE RECORDING**

This instrument is for the benefit of the County  
of Riverside and is entitled to be recorded  
without fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: MWD Box Springs Feeder

DOCUMENTARY TRANSFER TAX \$ None  
(Exempt—Section 11911, California  
Revenue and Taxation Code)

OFFICIAL BUSINESS

Document is entitled to free recording per  
Government Code Section 6103.

**FULL ASSIGNMENT OF RECORDED EASEMENT**

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation for valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and convey to the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Article 3 of the State of California, by the through its Board of Supervisors, all of its rights, title and interest in and to those certain permanent easements granted to The Metropolitan Water District of Southern California, a public corporation, and legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference.

Said easements granted rights to construct, reconstruct, maintain, operate, enlarge, remove, and replace a line or lines of pipe at any time and from time to time for water transportation, with every appendage or structure necessary or convenient to be installed at any time in connection therewith, subject to the restrictions for grading and buildings or other structures, within the real property as described in Exhibit "A" attached hereto and incorporated herein by this reference.

THE METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA

Jeffrey Kightlinger  
General Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Ralph T. Hicks  
Real Property Development and  
Asset Management Group Manager

Authorized by Metropolitan Water District Administrative Code Section 8254(a)

State of California )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
notary public, personally appeared, \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Signature

**RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT  
CERTIFICATE OF ACCEPTANCE OF FULL ASSIGNMENT OF RECORDED EASEMENT**

THIS IS TO CERTIFY that the interest in real property conveyed by the Full Assignment of Recorded Easement dated \_\_\_\_\_ from THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA to RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT is hereby accepted by order of the Board of Directors on \_\_\_\_\_ and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT consents to recordation thereof.

Dated: \_\_\_\_\_

**RIVERSIDE COUNTY REGIONAL PARK AND  
OPEN-SPACE DISTRICT**, a park and open-space district

By: \_\_\_\_\_  
CHAIRMAN, BOARD OF DIRECTORS

EXHIBIT A

Box Springs Feeder  
Easement Assignment  
1610-3-66; 1610-4-11, 12;  
1610-4-29; 1610-4-58, 60;  
1610-4-61, 77  
MWD to  
Riverside County Regional Park and  
Open-Space District

All right, title and interest in those easements over certain parcels of land in the County of Riverside, State of California conveyed to The Metropolitan Water District of Southern California by the various documents recorded in Official Records of said County as referenced below:

MWD Parcel 1610-3-66

Recorded November 4, 1977 as Instrument No. 220136 in Book 1977, page 220136.

MWD Parcel 1610-4-11

Recorded March 30, 1978 as Instrument No. 59611 in Book 1978, page 59611.

MWD Parcel 1610-4-12

Recorded June 07, 1978 as Instrument No. 115205 in Book 1978, page 115205.

MWD Parcel 1610-4-29

Recorded June 04, 1975 as Instrument No. 64947 in Book 1975, page 64947.

MWD Parcel 1610-4-58

Recorded July 26, 1979 as Instrument No. 157615 in Book 1979, page 157615.

MWD Parcel 1610-4-60

Recorded June 10, 1977 as Instrument No. 107026 in Book 1977, page 107026.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Easement Assignment  
1610-3-66; 1610-4-11, 12;  
1610-4-29; 1610-4-58, 60;  
1610-4-61, 77  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-61

Recorded August 27, 1975 as Instrument No. 105050 in Book 1975, page 105050; and  
Recorded December 17, 1976 as Instrument No. 194906 in Book 1976, page 194906.

MWD Parcel 1610-4-77

Recorded August 25, 1976 as Instrument No. 126481 in Book 1976, page 126481.

All as depicted within the area shown on Exhibit "B" attached hereto and made a  
part hereof.

Subject to any and all existing uses, licenses, permits, easements, rights of way,  
covenants, conditions and restrictions.

END OF DESCRIPTION

PREPARED UNDER MY SUPERVISION

  
Peter G. Wiseman P.L.S. 6241

04/19/2012  
Date

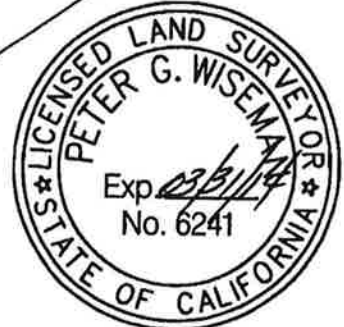
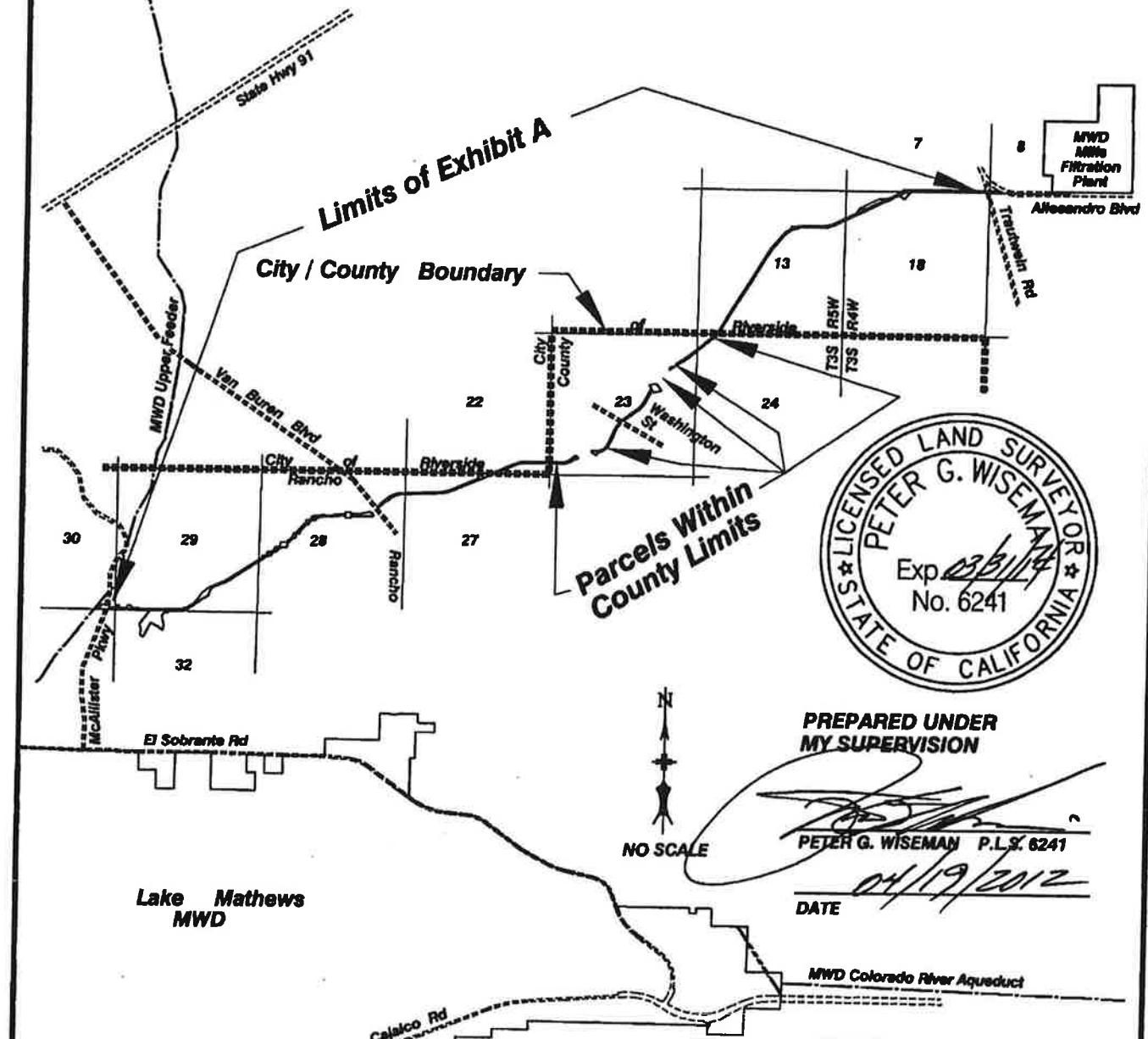


J:\Box Springs feeder\row\legal\BoxSpringsFeeder-EsmtAssign\_County.doc

04/16/2012

# EXHIBIT B

Portions of Sections 23, 24 T3S, R5W, SBM,  
Rancho El Sobrante de San Jacinto, MAPS 1/8,  
In the County of Riverside, California



PREPARED UNDER  
MY SUPERVISION

PETER G. WISEMAN P.L.S. 6241

DATE 04/19/2012



**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**  
**COLORADO RIVER AQUEDUCT  
Box Springs Feeder**  
**EASEMENT ASSIGNMENT  
MWD to  
Riverside County Regional Park  
and Open-Space District  
MWD 1610-3-66 to 1610-4-77**

**EXHIBIT 2**

**Grant Deed  
with Appended Legal Description**



**GRANT DEED**

RECORDING REQUESTED BY AND  
WHEN RECORD RETURN TO:

Riverside County Regional Park and  
Open-Space District  
4600 Crestmore Rd.  
Jurupa Valley, California 92509

Project: MWD Box Springs Feeder

DOCUMENTARY TRANSFER TAX \$ None  
(Exempt—Section 11911, California  
Revenue and Taxation Code)

OFFICIAL BUSINESS

Document is entitled to free recording per  
Government Code Section 6103.

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This document is recorded for the benefit of the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA and recording is fee exempt under §27383 of the Government Code and §11922 of the Revenue and Taxation Code.

Seller is a public corporation whose primary goal is the acquisition and distribution of water to its member public agencies. As such, Seller acquired the Property (described below) for the purpose of developing, constructing, operating and maintaining a water treatment facility and associated appurtenances to serve the water needs of its surrounding service area. Seller has determined that the Property is surplus and this Grant Deed and transfer complies with Article 8, Chapter 5, Part 1, Division 2, Title 5 of the California Government Code Sections 54220-54232 (the "Surplus Lands Act").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public entity duly organized and existing pursuant to the Metropolitan Water District Act of the State of California, as amended ("**Grantor**"), hereby does grant to RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Article 3 of the State of California, by the through its Board of Supervisors ("**Grantee**"), its successors and assigns forever, all of Grantor's rights, title and interest in and to that certain tract of land (the "**Property**") situated in the County of Riverside, State of California, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference, and shown on **Exhibit "B"** attached hereto, together with all right, title and interest of Grantor in and to adjacent streets, gores, alleys and rights of way, and all water, water rights, sewer rights, water courses and other appurtenances located on or appurtenant to the Property; excepting and withholding from this grant the mineral rights, which

are reserved to THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA and its heirs and assigns; such rights comprising oil, gas and any other mineral on, in and under the Property; further, reserving the right of ingress and egress to the Property for the purpose of exploration or exploitation of such rights.

THE METROPOLITAN WATER  
DISTRICT OF SOUTHERN CALIFORNIA

Jeff Kightlinger  
General Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ralph T. Hicks  
Real Property Development and  
Asset Management Group Manager

Authorized by Metropolitan Water District Administrative Code Section 8254(a)

State of California )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
notary public, personally appeared, \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Signature

**RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT  
CERTIFICATE OF ACCEPTANCE OF GRANT DEED**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_ from THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA to RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Article 3 of the State of California, by the through its Board of Supervisors ("Governing Board"), is hereby accepted by order of the Board of Directors on \_\_\_\_\_ and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT consents to recordation thereof.

Dated: \_\_\_\_\_

**RIVERSIDE COUNTY REGIONAL PARK AND  
OPEN-SPACE DISTRICT**, a park and open-space district

By: \_\_\_\_\_  
CHAIRMAN, BOARD OF DIRECTORS

**EXHIBIT A**

**Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District**

**All right, title and interest in those certain parcels of land in the County of Riverside, State of California conveyed to The Metropolitan Water District of Southern California by various documents recorded in Official Records of said County as referenced below:**

**MWD Parcel 1610-03-65**

**Recorded November 04, 1977 as Instrument No. 220137 in Book 1977, page 220137.**

**MWD Parcel 1610-3-69**

**Recorded November 02, 1977 as Instrument No. 218159 in Book 1977, page 218159.**

**MWD Parcel 1610-4-1**

**Recorded November 04, 1977 as Instrument No. 220137 in Book 1977, page 220137.**

**MWD Parcel 1610-4-4**

**Recorded June 04, 1975 as Instrument No. 64943 in Book 1975, page 64943.**

**MWD Parcel 1610-4-5**

**Recorded June 07, 1978 as Instrument No. 115204 in Book 1978, page 115204.**

**MWD Parcel 1610-4-14**

**Recorded July 20, 1978 as Instrument No. 150127 in Book 1978, page 150127.**

**MWD Parcel 1610-4-33**

**Recorded December 31, 1974 as Instrument No. 164528 in Book 1974, page 164528.**

**Continued next page;**

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-37

Recorded January 10, 1975 as Instrument No. 3301 in Book 1975, page 3301.

MWD Parcel 1610-4-41

Recorded November 08, 1979 as Instrument No. 238651 in Book 1979, page 238651.

MWD Parcel 1610-4-45

Recorded January 02, 1975 as Instrument No. 103 in Book 1975, page 103.

MWD Parcel 1610-4-53

Recorded April 11, 1975 as Instrument No. 41246 in Book 1975, page 41246.

MWD Parcel 1610-4-57

Recorded February 24, 1975 as Instrument No. 21144 in Book 1975, page 21144;  
EXCEPTING therefrom that portion conveyed as Instrument No. 157615 Recorded July 26, 1979 in  
Book 1979, page 157615.

MWD Parcel 1610-4-61

Recorded February 21, 1975 as Instrument No. 20640 in Book 1975, page 20640;  
EXCEPTING therefrom those portions conveyed by Instrument No. 105050 Recorded August 27,  
1975 in Book 1975, page 105050; and by Instrument No. 194906 Recorded December 17, 1976 in  
Book 1976, page 194906.

MWD Parcel 1610-4-63

Recorded January 22, 1975 as Instrument No. 7915 in Book 1975, page 7915.

MWD Parcel 1610-4-66

Recorded December 23, 1974 as Instrument No. 161457 in Book 1974, page 161457.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-77

Recorded January 27, 1975 as Instrument No. 9856 in Book 1975, page 9856; EXCEPTING therefrom that portion conveyed by Instrument No. 126481 Recorded in Book 1976, page 126481.

MWD Parcel 1610-4-81

Recorded March 07, 1975 as Instrument No. 26752 in Book 1975, page 26752.

MWD Parcel 1610-4-85

Recorded April 01, 1975 as Instrument No. 36414 in Book 1975, page 36414.

MWD Parcel 1610-4-89

Recorded June 25, 1975 as Instrument No. 74942 in Book 1975, page 74942.

MWD Parcel 1610-5-45

Recorded April 15, 1975 as Instrument No. 42644 in Book 1975, page 42644.

MWD Parcel 1610-5-53

Recorded April 25, 1975 as Instrument No. 47188 in Book 1975, page 47188.

MWD Parcel 1610-5-57

Recorded April 17, 1975 as Instrument No. 43599 in Book 1975, page 43599.

MWD Parcel 1610-5-61

Recorded April 25, 1975 as Instrument No. 47189 in Book 1975, page 47189.

Continued next page;

**EXHIBIT A**

**Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District**

**MWD Parcel 1610-5-69**

**Recorded February 19, 1975 as Instrument No. 19313 in Book 1975, page 19313.**

**MWD Parcel 1610-5-73**

**Recorded February 20, 1975 as Instrument No. 19890 in Book 1975, page 19890.**

**MWD Parcel 1610-5-77**

**Recorded March 31, 1975 as Instrument No. 35824 in Book 1975, page 35824.**

**MWD Parcel 1610-5-81**

**Recorded February 02, 1975 as Instrument No. 16703 in Book 1975, page 16703.**

**MWD Parcel 1610-5-105**

**Recorded May 13, 1975 as Instrument No. 54771 in Book 1975, page 54771.**

**MWD Parcel 1610-5-109**

**Recorded February 08, 1977 as Instrument No. 21072 in Book 1977, page 21072.**

**MWD Parcel 1610-5-113**

**Recorded February 08, 1977 as Instrument No. 21703 in Book 1977, page 21073.**

**MWD Parcel 1610-5-117**

**Recorded January 06, 1976 as Instrument No. 1005 in Book 1976, page 1005.**

**Continued next page;**

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-1

Recorded October 24, 1975 as Instrument No. 131390 in Book 1975, page 131390.

MWD Parcel 1610-6-3

Recorded June 15, 1976 as Instrument No. 84387 in Book 1976, page 84387.

MWD Parcel 1610-6-5

Recorded June 21, 1977 as Instrument No. 114156 in Book 1977, page 114156.

MWD Parcel 1610-6-9

Recorded March 20, 1975 as Instrument No. 31948 in Book 1975, page 31948.

MWD Parcel 1610-6-13

Recorded January 03, 1975 as Instrument No. 603 in Book 1975, page 603.

MWD Parcel 1610-6-17

Recorded January 23, 1975 as Instrument No. 8469 in Book 1975, page 8469.

MWD Parcel 1610-6-19

Recorded April 17, 1975 as Instrument No. 43601 in Book 1975, page 43601.

MWD Parcel 1610-6-21

Recorded April 17, 1975 as Instrument No. 43600 in Book 1975, page 43600.

Continued next page;



EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-25

Recorded February 10, 1975 as Instrument No. 15953 in Book 1975, page 15953.

MWD Parcel 1610-6-29

Recorded November 14, 1975 as Instrument No. 142208 in Book 1975, page 142208.

MWD Parcel 1610-6-33

Judgment and Final Order of Condemnation and Order for Disbursement recorded October 27, 1977 as Instrument No. 214206 in Book 1977, page 214206.

MWD Parcel 1610-6-37

Judgment and Final Order of Condemnation and Order for Disbursement recorded November 18, 1977 as Instrument No. 231496 in Book 1977, page 231496.

MWD Parcel 1610-6-41

Recorded October 27, 1975 as Instrument No. 132030 in Book 1975, page 132030.

MWD Parcel 1610-6-45

Recorded January 06, 1977 as Instrument No. 2407 in Book 1977, page 2407.

MWD Parcel 1610-6-53

Recorded September 18, 1975 as Instrument No. 114465 in Book 1975, page 114465.

MWD Parcel 1610-6-57

Recorded August 12, 1977 as Instrument No. 155884 in Book 1977, page 155884.

MWD Parcel 1610-6-61

Recorded February 26, 1975 as Instrument No. 22384 in Book 1975, page 22384.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-63

Recorded February 13, 1975 as Instrument No. 17295 in Book 1975, page 17295.

MWD Parcel 1610-6-65

Recorded July 11, 1975 as Instrument No. 82592 in Book 1975, page 82592.

MWD Parcel 1610-6-66

Recorded July 11, 1975 as Instrument No. 82593 in Book 1975, page 82593.

MWD Parcel 1610-6-77

Recorded February 26, 1975 as Instrument No. 22386 in Book 1975, page 22386.

MWD Parcel 1610-6-85

Recorded April 30, 1976 as Instrument No. 58051 in Book 1976, page 58051.

MWD Parcel 1610-6-89

Recorded March 31, 1978 as Instrument No. 60613 in Book 1978, page 60613.

MWD Parcel 1610-6-93

Recorded March 11, 1975 as Instrument No. 27896 in Book 1975, page 27896.

MWD Parcel 1610-6-101

Recorded September 03, 1976 as Instrument No. 131902 in Book 1976, page 131902.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-109

Recorded February 10, 1975 as Instrument No. 15952 in Book 1975, page 15952.

MWD Parcel 1610-6-113

Recorded December 24, 1974 as Instrument No. 162167 in Book 1974, page 162167.

MWD Parcel 1610-6-117

Recorded May 09, 1975 as Instrument No. 53592 in Book 1975, page 53592.

MWD Parcel 1610-6-121

Recorded January 30, 1975 as Instrument No. 12507 in Book 1975, page 12057

MWD Parcel 1610-6-125

Recorded August 11, 1976 as Instrument No. 117901 in Book 1976, page 117901.

MWD Parcel 1610-6-129

Recorded December 17, 1976 as Instrument No. 194226 in Book 1976, page 194226.

MWD Parcel 1610-6-133

Recorded August 26, 1977 as Instrument No. 166521 in Book 1977, page 166521.

MWD Parcel 1610-6-135

Recorded October 24, 1975 as Instrument No. 131391 in Book 1975, page 131391.

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EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-137

Recorded October 24, 1975 as Instrument No. 131392 in Book 1975, page 131392.

MWD Parcel 1610-6-139

Recorded October 24, 1975 as Instrument No. 131393 in Book 1975, page 131393.

MWD Parcel 1610-6-141

Recorded March 31, 1978 as Instrument No. 60614 in Book 1978, page 60614.

MWD Parcel 1610-7-1

Recorded September 30, 1976 as Instrument No. 146106 in Book 1976, page 146106.

MWD Parcel 1610-7-5

Recorded December 06, 1974 as Instrument No. 155352 in Book 1974, page 155352.

MWD Parcel 1610-7-9

Recorded March 14, 1977 as Instrument No. 41426 in Book 1977, page 41426.

MWD Parcel 1610-7-13

Recorded November 21, 1974 as Instrument No. 149515 in Book 1974, page 149515.

MWD Parcel 1610-7-17

Recorded February 27, 1975 as Instrument No. 22888 in Book 1975, page 22888.

Continued next page;

**EXHIBIT A**

**Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District**

**MWD Parcel 1610-7-21**

**Recorded November 04, 1977 as Instrument No. 220138 in Book 1977, page 220138.**

**MWD Parcel 1610-7-25**

**Recorded October 29, 1974 as Instrument No. 139148 in Book 1974, page 139148.**

**MWD Parcel 1610-7-26**

**Recorded September 30, 1976 as Instrument No. 146107 in Book 1976, page 146107.**

**MWD Parcel 1610-7-29**

**Recorded December 05, 1974 as Instrument No. 154754 in Book 1974, page 154754.**

**MWD Parcel 1610-7-31 and 1610-7-32**

**Recorded March 11, 1976 as Instrument No. 31933 in Book 1976, page 31933.**

**MWD Parcel 1610-7-34**

**Recorded December 05, 1974 as Instrument No. 154756 in Book 1974, page 154756.**

**MWD Parcel 1610-7-35**

**Recorded March 11, 1976 as Instrument No. 31932 in Book 1976, page 31932.**

**MWD Parcel 1610-7-37**

**Recorded December 02, 1974 as Instrument No. 152716 in Book 1974, page 152716.**

**Continued next page;**

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-7-38 and 1610-7-40

Recorded March 11, 1976 as Instrument No. 31933 in Book 1976, page 31933.

MWD Parcel 1610-7-41

Judgment and Final Order of Condemnation and Order for Disbursement, recorded December 07, 1977 as Instrument No. 242929 in Book 1977, page 242929.

MWD Parcel 1610-7-42

Recorded September 30, 1976 as Instrument No. 146108 in Book 1976, page 146108.

MWD Parcel 1610-7-45

Recorded December 06, 1974 as Instrument No. 155354 in Book 1974, page 155354.

MWD Parcel 1610-7-46 and 1610-7-48

Recorded March 11, 1976 as Instrument No. 31931 in Book 1976, page 31931.

MWD Parcel 1610-7-49

Recorded January 07, 1975 as Instrument No. 1808 in Book 1975, page 1808.

MWD Parcel 1610-7-50

Recorded September 30, 1976 as Instrument No. 146109 in Book 1976, page 146109.

MWD Parcel 1610-7-53

Recorded January 26, 1978 as Instrument No. 15614 in Book 1978, page 15614.

Continued next page;

EXHIBIT A

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-7-58

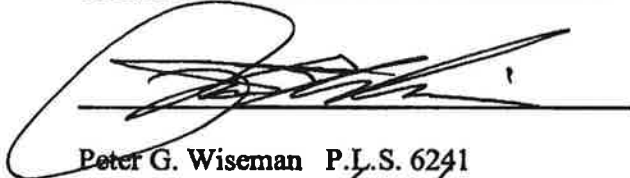
Recorded January 20, 1977 as Instrument No. 10739 in Book 1977, page 10739,  
EXCEPTING therefrom that portion conveyed by Instrument No. 2006-0788908, Recorded October  
26, 2006.

All as depicted within the area shown on Exhibit "B" attached hereto and made a  
part hereof.

Subject to any and all existing uses, licenses, permits, easements, rights of way,  
covenants, conditions and restrictions.

**END OF DESCRIPTION**

PREPARED UNDER MY SUPERVISION

  
Peter G. Wiseman P.L.S. 6241

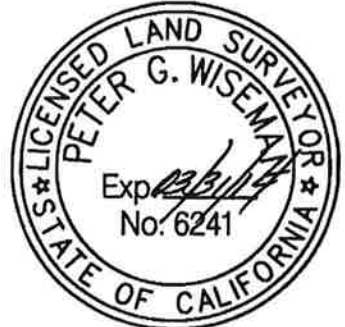
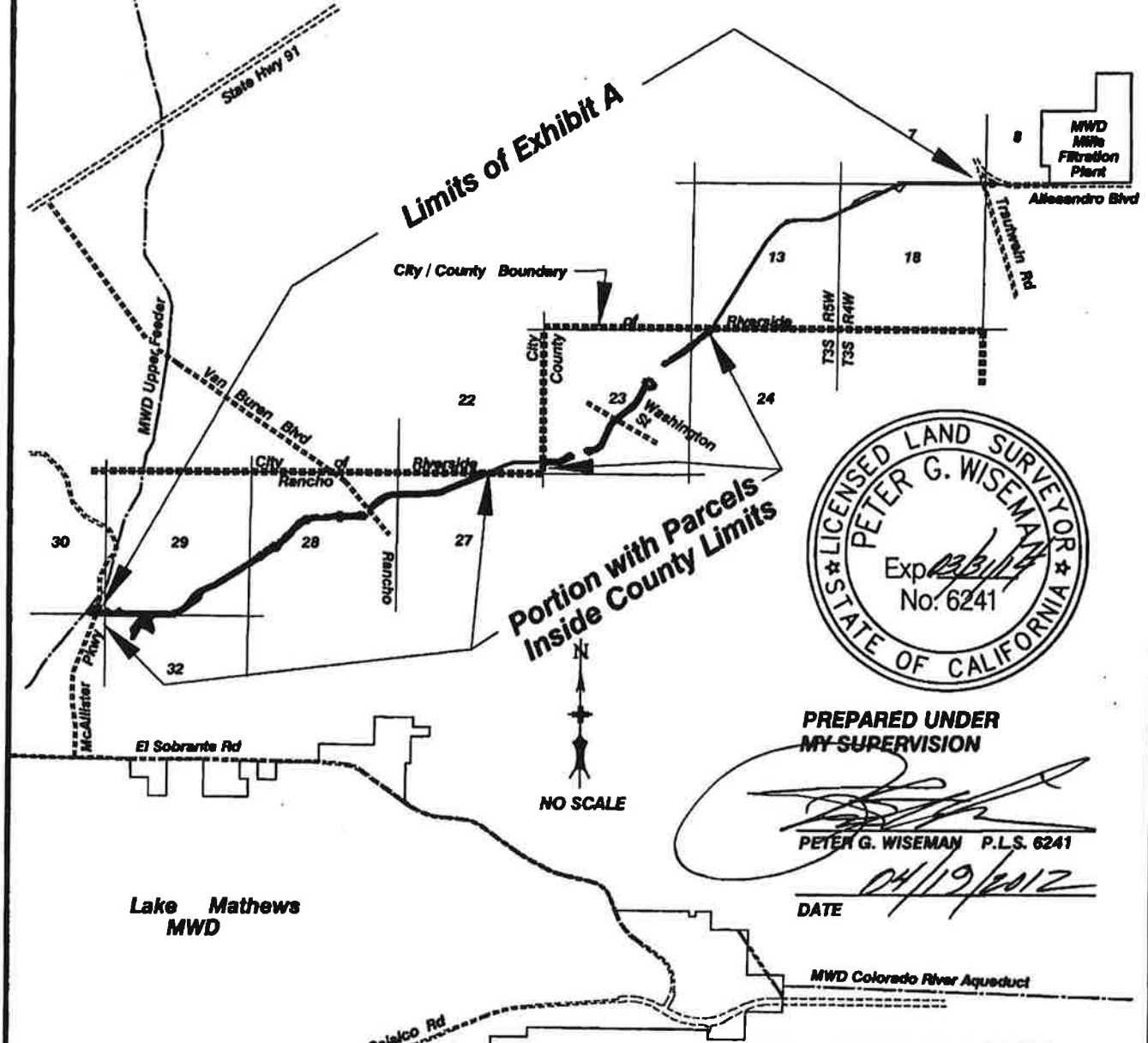
Date

04/19/2012



# EXHIBIT B

Portions of Sections 23, 24, 27, 28, 29, 30, 31, 32 T3S, R5W, SBM,  
Rancho El Sobrante de San Jacinto, MAPS 1/8,  
In the County of Riverside, California



PREPARED UNDER  
MY SUPERVISION

*[Signature]*  
PETER G. WISEMAN P.L.S. 6241

DATE 04/19/2012

**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**  
**COLORADO RIVER AQUEDUCT  
Box Springs Feeder  
GRANT DEED  
MWD to  
Riverside County Regional Park  
and Open-Space District  
MWD 1610-3-65 to 1610-7-58  
Excepting Parcels in City of Riverside**



**EXHIBIT 3**

**General Assignment  
with Appended Exhibit**

## GENERAL ASSIGNMENT

This General Assignment (“Assignment”) is entered as of \_\_\_\_\_ between The Metropolitan Water District of Southern California (“Assignor”) and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Article 3 of the State of California, by the through its Board of Supervisors (“Assignee”).

### RECITALS

A. Assignor and Assignee have entered into an Agreement of Purchase and Sale dated \_\_\_\_\_ (“Purchase Agreement”) in which Assignee has agreed to purchase certain real property commonly known as the Box Springs Feeder parcels located in the County of Riverside, State of California (“Property”), described in the attached **Exhibits A-1** and **A-2** and incorporated in this Assignment. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee certain rights and interests relating to the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

### AGREEMENT

#### ARTICLE I ASSIGNMENT

1.1 Matters Assigned. Assignor hereby assigns, sells, transfers, sets over, and delivers to Assignee all of Assignor's estate, right, title, and interest in and to:

- (i) all leases, licenses, permits, approvals, entitlements, dedications, and other development rights approved or granted by any governmental authorities or otherwise in connection with the Property;
- (ii) all rights of Assignor relating to contracts listed in **Exhibit B** attached hereto and incorporated herein;
- (iii) consents, easements, rights of way, and approvals issued, approved, or granted by any private parties to make use of utilities and to insure vehicular and pedestrian ingress and egress to the Property; and
- (iv) any other materials owned by Assignor exclusively for use in connection with the development of the Property or the construction of improvements thereon.

(Hereinafter “Matters Assigned”)

1.2 Reservations. Section 1.1 shall not be construed as a waiver of an express reservation of rights contained in either the Purchase Agreement or the “Transfer Deeds” as that term is defined in the Purchase Agreement. Any conflict existing between this Assignment and any reservation of rights contained in the Purchase Agreement or the Transfer Deeds shall be interpreted so as to give effect to the Seller's reservation of rights.

## **ARTICLE II ASSIGNOR COVENANTS**

2.1 Assignor covenants that the Matters Assigned are not in default and that no acts or events have occurred that upon the giving of notice or the passage of time or both could become defaults.

## **ARTICLE III INDEMNITY**

3.1 Indemnity by Assignor. Assignor agrees to indemnify Assignee against all liability, claims, damages, losses, costs, or expenses, including attorney's fees and court costs relating to the Matters Assigned, and accruing on or before the Closing Date.

3.2 Indemnity by Assignee. Assignee agrees to indemnify Assignor against all liability, claims, damages, losses, costs, or expenses, including attorney's fees and court costs relating to the Matters Assigned and accruing after the Closing Date.

## **ARTICLE IV GENERAL PROVISIONS**

4.1 Successors. This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

4.2 Severability. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected, and shall remain in full force and effect.

4.3 Waivers. No waiver or breach of any covenant or provision shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

4.4 Construction. Headings are solely for the parties' convenience, are not a part of this Assignment, and shall not be used to interpret this Assignment. The singular form shall include the plural and vice versa. This Assignment shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Assignment.

4.5 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

4.6 Amendment. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

4.7 Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient, or proper to complete any conveyances, transfers, sales, and assignments contemplated by this Assignment. In addition, each party shall do any other acts and execute, acknowledge, and deliver any requested documents in order to carry out the intent and purpose of this Assignment.

4.8 Third-Party Rights. Nothing in this Assignment, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

4.9 Attorney's Fees. In the event of any litigation between Assignor and Assignee arising out of the obligations of Assignor under this Assignment or concerning interpretation of any of its provisions, the losing party shall pay the prevailing party's costs and the expenses of the litigation, including reasonable attorney's fees.

4.10 Governing Law. This Assignment shall be governed and construed in accordance with California law.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a metropolitan water district duly organized and existing pursuant to the Metropolitan Water District Act, as amended

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Article 3 of the State of California, by the through its Board of Supervisors ("Governing Board")

By: \_\_\_\_\_  
Ralph T. Hicks  
Group Manager,  
Real Property Management  
and Development Group

By: \_\_\_\_\_  
John J. Benoit  
Chairman of the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy  
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

By: \_\_\_\_\_  
Heriberto F. Diaz  
Sr. Deputy General Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Deputy County Counsel

The undersigned, a duly authorized representative of Escrow Agent, hereby accepts this Agreement and agrees to act as Escrow Agent in accordance herewith.

ORANGE COAST TITLE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBITS A-1 and A-2**

**EXHIBIT A-1**

**Box Springs Feeder  
Easement Assignment  
1610-3-66; 1610-4-11, 12;  
1610-4-29; 1610-4-58, 60;  
1610-4-61, 77  
MWD to  
Riverside County Regional Park and  
Open-Space District**

**All right, title and interest in those easements over certain parcels of land in the County of Riverside, State of California conveyed to The Metropolitan Water District of Southern California by the various documents recorded in Official Records of said County as referenced below:**

**MWD Parcel 1610-3-66**

**Recorded November 4, 1977 as Instrument No. 220136 in Book 1977, page 220136.**

**MWD Parcel 1610-4-11**

**Recorded March 30, 1978 as Instrument No. 59611 in Book 1978, page 59611.**

**MWD Parcel 1610-4-12**

**Recorded June 07, 1978 as Instrument No. 115205 in Book 1978, page 115205.**

**MWD Parcel 1610-4-29**

**Recorded June 04, 1975 as Instrument No. 64947 in Book 1975, page 64947.**

**MWD Parcel 1610-4-58**

**Recorded July 26, 1979 as Instrument No. 157615 in Book 1979, page 157615.**

**MWD Parcel 1610-4-60**

**Recorded June 10, 1977 as Instrument No. 107026 in Book 1977, page 107026.**

**Continued next page;**

EXHIBIT A-1

Box Springs Feeder  
Easement Assignment  
1610-3-66; 1610-4-11, 12;  
1610-4-29; 1610-4-58, 60;  
1610-4-61, 77  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-61

Recorded August 27, 1975 as Instrument No. 105050 in Book 1975, page 105050; and  
Recorded December 17, 1976 as Instrument No. 194906 in Book 1976, page 194906.

MWD Parcel 1610-4-77

Recorded August 25, 1976 as Instrument No. 126481 in Book 1976, page 126481.

All as depicted within the area shown on Exhibit "B" attached hereto and made a  
part hereof.

Subject to any and all existing uses, licenses, permits, easements, rights of way,  
covenants, conditions and restrictions.

**END OF DESCRIPTION**

PREPARED UNDER MY SUPERVISION

  
Peter G. Wiseman P.L.S. 6241

04/19/2012  
Date



J:\Box Springs feeder\row\legal\BoxSpringsFeeder-EsmtAssign\_County.doc

04/16/2012



EXHIBIT A -2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

All right, title and interest in those certain parcels of land in the County of Riverside, State of California conveyed to The Metropolitan Water District of Southern California by various documents recorded in Official Records of said County as referenced below:

MWD Parcel 1610-03-65

Recorded November 04, 1977 as Instrument No. 220137 in Book 1977, page 220137.

MWD Parcel 1610-3-69

Recorded November 02, 1977 as Instrument No. 218159 in Book 1977, page 218159.

MWD Parcel 1610-4-1

Recorded November 04, 1977 as Instrument No. 220137 in Book 1977, page 220137.

MWD Parcel 1610-4-4

Recorded June 04, 1975 as Instrument No. 64943 in Book 1975, page 64943.

MWD Parcel 1610-4-5

Recorded June 07, 1978 as Instrument No. 115204 in Book 1978, page 115204.

MWD Parcel 1610-4-14

Recorded July 20, 1978 as Instrument No. 150127 in Book 1978, page 150127.

MWD Parcel 1610-4-33

Recorded December 31, 1974 as Instrument No. 164528 in Book 1974, page 164528.

Continued next page;

EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-37

Recorded January 10, 1975 as Instrument No. 3301 in Book 1975, page 3301.

MWD Parcel 1610-4-41

Recorded November 08, 1979 as Instrument No. 238651 in Book 1979, page 238651.

MWD Parcel 1610-4-45

Recorded January 02, 1975 as Instrument No. 103 in Book 1975, page 103.

MWD Parcel 1610-4-53

Recorded April 11, 1975 as Instrument No. 41246 in Book 1975, page 41246.

MWD Parcel 1610-4-57

Recorded February 24, 1975 as Instrument No. 21144 in Book 1975, page 21144;  
EXCEPTING therefrom that portion conveyed as Instrument No. 157615 Recorded July 26, 1979 in  
Book 1979, page 157615.

MWD Parcel 1610-4-61

Recorded February 21, 1975 as Instrument No. 20640 in Book 1975, page 20640;  
EXCEPTING therefrom those portions conveyed by Instrument No. 105050 Recorded August 27,  
1975 in Book 1975, page 105050; and by Instrument No. 194906 Recorded December 17, 1976 in  
Book 1976, page 194906.

MWD Parcel 1610-4-63

Recorded January 22, 1975 as Instrument No. 7915 in Book 1975, page 7915.

MWD Parcel 1610-4-66

Recorded December 23, 1974 as Instrument No. 161457 in Book 1974, page 161457.

Continued next page;

EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-4-77

Recorded January 27, 1975 as Instrument No. 9856 in Book 1975, page 9856; EXCEPTING therefrom that portion conveyed by Instrument No. 126481 Recorded in Book 1976, page 126481.

MWD Parcel 1610-4-81

Recorded March 07, 1975 as Instrument No. 26752 in Book 1975, page 26752.

MWD Parcel 1610-4-85

Recorded April 01, 1975 as Instrument No. 36414 in Book 1975, page 36414.

MWD Parcel 1610-4-89

Recorded June 25, 1975 as Instrument No. 74942 in Book 1975, page 74942.

MWD Parcel 1610-5-45

Recorded April 15, 1975 as Instrument No. 42644 in Book 1975, page 42644.

MWD Parcel 1610-5-53

Recorded April 25, 1975 as Instrument No. 47188 in Book 1975, page 47188.

MWD Parcel 1610-5-57

Recorded April 17, 1975 as Instrument No. 43599 in Book 1975, page 43599.

MWD Parcel 1610-5-61

Recorded April 25, 1975 as Instrument No. 47189 in Book 1975, page 47189.

Continued next page;

EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-5-69

Recorded February 19, 1975 as Instrument No. 19313 in Book 1975, page 19313.

MWD Parcel 1610-5-73

Recorded February 20, 1975 as Instrument No. 19890 in Book 1975, page 19890.

MWD Parcel 1610-5-77

Recorded March 31, 1975 as Instrument No. 35824 in Book 1975, page 35824.

MWD Parcel 1610-5-81

Recorded February 02, 1975 as Instrument No. 16703 in Book 1975, page 16703.

MWD Parcel 1610-5-105

Recorded May 13, 1975 as Instrument No. 54771 in Book 1975, page 54771.

MWD Parcel 1610-5-109

Recorded February 08, 1977 as Instrument No. 21072 in Book 1977, page 21072.

MWD Parcel 1610-5-113

Recorded February 08, 1977 as Instrument No. 21703 in Book 1977, page 21073.

MWD Parcel 1610-5-117

Recorded January 06, 1976 as Instrument No. 1005 in Book 1976, page 1005.

Continued next page;

EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-1

Recorded October 24, 1975 as Instrument No. 131390 in Book 1975, page 131390.

MWD Parcel 1610-6-3

Recorded June 15, 1976 as Instrument No. 84387 in Book 1976, page 84387.

MWD Parcel 1610-6-5

Recorded June 21, 1977 as Instrument No. 114156 in Book 1977, page 114156.

MWD Parcel 1610-6-9

Recorded March 20, 1975 as Instrument No. 31948 in Book 1975, page 31948.

MWD Parcel 1610-6-13

Recorded January 03, 1975 as Instrument No. 603 in Book 1975, page 603.

MWD Parcel 1610-6-17

Recorded January 23, 1975 as Instrument No. 8469 in Book 1975, page 8469.

MWD Parcel 1610-6-19

Recorded April 17, 1975 as Instrument No. 43601 in Book 1975, page 43601.

MWD Parcel 1610-6-21

Recorded April 17, 1975 as Instrument No. 43600 in Book 1975, page 43600.

Continued next page;

EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-25

Recorded February 10, 1975 as Instrument No. 15953 in Book 1975, page 15953.

MWD Parcel 1610-6-29

Recorded November 14, 1975 as Instrument No. 142208 in Book 1975, page 142208.

MWD Parcel 1610-6-33

Judgment and Final Order of Condemnation and Order for Disbursement recorded October 27, 1977 as Instrument No. 214206 in Book 1977, page 214206.

MWD Parcel 1610-6-37

Judgment and Final Order of Condemnation and Order for Disbursement recorded November 18, 1977 as Instrument No. 231496 in Book 1977, page 231496.

MWD Parcel 1610-6-41

Recorded October 27, 1975 as Instrument No. 132030 in Book 1975, page 132030.

MWD Parcel 1610-6-45

Recorded January 06, 1977 as Instrument No. 2407 in Book 1977, page 2407.

MWD Parcel 1610-6-53

Recorded September 18, 1975 as Instrument No. 114465 in Book 1975, page 114465.

MWD Parcel 1610-6-57

Recorded August 12, 1977 as Instrument No. 155884 in Book 1977, page 155884.

MWD Parcel 1610-6-61

Recorded February 26, 1975 as Instrument No. 22384 in Book 1975, page 22384.

Continued next page;

EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-63

Recorded February 13, 1975 as Instrument No. 17295 in Book 1975, page 17295.

MWD Parcel 1610-6-65

Recorded July 11, 1975 as Instrument No. 82592 in Book 1975, page 82592.

MWD Parcel 1610-6-66

Recorded July 11, 1975 as Instrument No. 82593 in Book 1975, page 82593.

MWD Parcel 1610-6-77

Recorded February 26, 1975 as Instrument No. 22386 in Book 1975, page 22386.

MWD Parcel 1610-6-85

Recorded April 30, 1976 as Instrument No. 58051 in Book 1976, page 58051.

MWD Parcel 1610-6-89

Recorded March 31, 1978 as Instrument No. 60613 in Book 1978, page 60613.

MWD Parcel 1610-6-93

Recorded March 11, 1975 as Instrument No. 27896 in Book 1975, page 27896.

MWD Parcel 1610-6-101

Recorded September 03, 1976 as Instrument No. 131902 in Book 1976, page 131902.

Continued next page;

EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-109

Recorded February 10, 1975 as Instrument No. 15952 in Book 1975, page 15952.

MWD Parcel 1610-6-113

Recorded December 24, 1974 as Instrument No. 162167 in Book 1974, page 162167.

MWD Parcel 1610-6-117

Recorded May 09, 1975 as Instrument No. 53592 in Book 1975, page 53592.

MWD Parcel 1610-6-121

Recorded January 30, 1975 as Instrument No. 12507 in Book 1975, page 12057

MWD Parcel 1610-6-125

Recorded August 11, 1976 as Instrument No. 117901 in Book 1976, page 117901.

MWD Parcel 1610-6-129

Recorded December 17, 1976 as Instrument No. 194226 in Book 1976, page 194226.

MWD Parcel 1610-6-133

Recorded August 26, 1977 as Instrument No. 166521 in Book 1977, page 166521.

MWD Parcel 1610-6-135

Recorded October 24, 1975 as Instrument No. 131391 in Book 1975, page 131391.

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EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-6-137

Recorded October 24, 1975 as Instrument No. 131392 in Book 1975, page 131392.

MWD Parcel 1610-6-139

Recorded October 24, 1975 as Instrument No. 131393 in Book 1975, page 131393.

MWD Parcel 1610-6-141

Recorded March 31, 1978 as Instrument No. 60614 in Book 1978, page 60614.

MWD Parcel 1610-7-1

Recorded September 30, 1976 as Instrument No. 146106 in Book 1976, page 146106.

MWD Parcel 1610-7-5

Recorded December 06, 1974 as Instrument No. 155352 in Book 1974, page 155352.

MWD Parcel 1610-7-9

Recorded March 14, 1977 as Instrument No. 41426 in Book 1977, page 41426.

MWD Parcel 1610-7-13

Recorded November 21, 1974 as Instrument No. 149515 in Book 1974, page 149515.

MWD Parcel 1610-7-17

Recorded February 27, 1975 as Instrument No. 22888 in Book 1975, page 22888.

Continued next page;

EXHIBIT A-2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-7-21

Recorded November 04, 1977 as Instrument No. 220138 in Book 1977, page 220138.

MWD Parcel 1610-7-25

Recorded October 29, 1974 as Instrument No. 139148 in Book 1974, page 139148.

MWD Parcel 1610-7-26

Recorded September 30, 1976 as Instrument No. 146107 in Book 1976, page 146107.

MWD Parcel 1610-7-29

Recorded December 05, 1974 as Instrument No. 154754 in Book 1974, page 154754.

MWD Parcel 1610-7-31 and 1610-7-32

Recorded March 11, 1976 as Instrument No. 31933 in Book 1976, page 31933.

MWD Parcel 1610-7-34

Recorded December 05, 1974 as Instrument No. 154756 in Book 1974, page 154756.

MWD Parcel 1610-7-35

Recorded March 11, 1976 as Instrument No. 31932 in Book 1976, page 31932.

MWD Parcel 1610-7-37

Recorded December 02, 1974 as Instrument No. 152716 in Book 1974, page 152716.

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EXHIBIT A=2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-7-38 and 1610-7-40

Recorded March 11, 1976 as Instrument No. 31933 in Book 1976, page 31933.

MWD Parcel 1610-7-41

Judgment and Final Order of Condemnation and Order for Disbursement, recorded  
December 07, 1977 as Instrument No. 242929 in Book 1977, page 242929.

MWD Parcel 1610-7-42

Recorded September 30, 1976 as Instrument No. 146108 in Book 1976, page 146108.

MWD Parcel 1610-7-45

Recorded December 06, 1974 as Instrument No. 155354 in Book 1974, page 155354.

MWD Parcel 1610-7-46 and 1610-7-48

Recorded March 11, 1976 as Instrument No. 31931 in Book 1976, page 31931.

MWD Parcel 1610-7-49

Recorded January 07, 1975 as Instrument No. 1808 in Book 1975, page 1808.

MWD Parcel 1610-7-50

Recorded September 30, 1976 as Instrument No. 146109 in Book 1976, page 146109.

MWD Parcel 1610-7-53

Recorded January 26, 1978 as Instrument No. 15614 in Book 1978, page 15614.

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EXHIBIT A -2

Box Springs Feeder  
Grant Deed  
1610-3-65 thru 1610-5-81  
1610-5-105 thru 1610-7-58  
MWD to  
Riverside County Regional Park and  
Open-Space District

MWD Parcel 1610-7-58

Recorded January 20, 1977 as Instrument No. 10739 in Book 1977, page 10739,  
EXCEPTING therefrom that portion conveyed by Instrument No. 2006-0788908, Recorded October  
26, 2006.

All as depicted within the area shown on Exhibit "B" attached hereto and made a  
part hereof.

Subject to any and all existing uses, licenses, permits, easements, rights of way,  
covenants, conditions and restrictions.

END OF DESCRIPTION

PREPARED UNDER MY SUPERVISION

  
Peter G. Wiseman P.L.S. 6241

04/19/2012  
Date



J:\Box Springs feeder\row\legal\1610-3-65CountyGrtdDd.doc 04/16/2012

## **EXHIBIT B**

### **List of Existing Contracts**

1. Lease between Metropolitan Water District of Southern California and David H. Duda, dated or our about May 1, 1991;
2. License Amendment No. 1 between Metropolitan Water District of Southern California and C.L. Smith and Joan Smith dated on or about July 27, 1989;
3. License Agreement between Metropolitan Water District of Southern California and Western Municipal Water District of Riverside County, dated on or about September 1, 1976.