

TRANSFER AGREEMENT
BY AND BETWEEN
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
AND CITY OF BLYTHE

This TRANSFER AGREEMENT ("Agreement") is hereby entered into on November 27, 2012 ("Effective Date") by and between the Riverside County Regional Park and Open-Space District, a park and open-space district duly created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, ("District"), and the City of Blythe, a California municipal corporation, ("City"). District and City may sometimes hereinafter collectively be referred to as the "Parties".

RECITALS

WHEREAS, the District is the owner of certain real property located in the City of Blythe, Riverside County, California, consisting of approximately 31 acres of land, roadway and improvements, commonly known as "Quechan Park", ("Property"), formerly with Assessor Parcel Numbers 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007 and a portion of 833-310-004, now with Assessor Parcel Number 833-310-014 and described as Parcel A, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, the District is authorized to exercise its powers to hold, use, or dispose of real property, in particular pursuant to the California Public Resources Code Section 5540, whereby the District may dispose of real property of every kind that has not been formally dedicated for park and open-space purposes and rights therein necessary to the full exercise of its powers; and

WHEREAS, that certain Memorandum of Understanding ("MOU") was entered into on May 23, 2000, whereby the parties acknowledged the importance of pursuing and implementing improvements to the Property to greatly benefit the recreational, social and economic needs of the residents of the City of Blythe and the Palo Verde Valley. The MOU is attached to the below referenced Termination Agreement, and by this reference is incorporated herein; and

WHEREAS, that certain Agreement for the Lease of Quechan Park was entered into on December 21, 2004, and once amended on August 1, 2006, ("Lease"), whereby the City would lease, manage, operate and make improvements to the Property in furtherance of common recreational, social and economic goals of the Parties. The Lease is attached to the below referenced Termination Agreement, and by this reference incorporated herein; and

WHEREAS, for clarification purposes, while the MOU and the Lease referenced both the County of Riverside ("County") and the District as if each was one contracting

party, the District is and was the record owner of the Property, manages and controls the ownership of the Property, was intended as the contracting party to the MOU and Lease; and

WHEREAS, for the sake of dispensing with any matters that may affect the title involving the MOU or Lease, the Termination Agreement shall serve to clear all such matters and will be entered into concurrently with this Agreement between the District, the City and the County of Riverside; and

WHEREAS, in addition to the above, a portion of the Property is subject to that certain Lease Agreement dated March 1, 1966 ("State Lease") originally between the County and the State Lands Commission ("SLC"), concerning portions of the Colorado River over and upon those certain tide and submerged lands situated in the County of Riverside, State of California, as identified in the State Lease; and

WHEREAS, the parties understand that the existing State Lease is due to expire on or about February 28, 2015.

WHEREAS, as a condition to the approval of this Agreement, District and the City have agreed to work together to submit applications to obtain any approvals that may be required by the SLC under the State Lease, including but not limited to, requesting assignment of the existing State Lease to the City and requesting approval of a new State Lease between the City and SLC for an entirely new term; and

WHEREAS, the District agrees to take all reasonable action that may be required on its part to cooperate in the filing and processing of any SLC applications by City, and to advocate on City's behalf in the granting of a new State Lease for the Property. District further agrees to tender payment on behalf of City, in an amount up to Three Thousand Dollars (\$3,000), for any costs it may incur in filing any applications with the SLC in furtherance of this transaction; and

District agrees to tender payment on behalf of the City for any costs it may incur related to filing any SLC applications, in an amount not to exceed Three Thousand Dollars (\$3,000).

WHEREAS, the District and the City desire to enter into this Agreement to provide the terms and conditions for the conveyance of Quechan Park to City; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Transfer of the Property.** District now desires to transfer and City desires to accept title to the Property for the consideration described herein. The transfer of Property shall be consummated pursuant to the terms and conditions of this Agreement.

Concurrently with approval and execution of this Agreement, the Parties shall execute a Termination Agreement and all the associated termination documents to terminate the Lease and the MOU (collectively the "Termination Agreement").

2. **Valuation of the Property.** The Parties agree that the value of the Property is two hundred sixty-five thousand dollars (\$265,000) as provided in the Appraisal dated March 28, 2011.

3. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within sixty days (60) following the full approval and execution of this Agreement ("Closing Date"). For purposes of this Agreement, the Closing Date shall mean consummation of the transfer of the Property by the Parties in accordance with this Agreement.

4. **City's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of the District, the close of this transaction shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.

4.1 City Obligations.

4.1.1 City agrees to accept the real property interest and all the responsibilities therewith to be granted to it by the District via Grant Deed, substantially in the form attached as Exhibit "B", attached hereto and by this reference incorporated herein.

4.1.2 Subject to the limitations provided in Section 7 of this Agreement, City shall continue to own and operate the Property for a public purpose, including having a public park component. Parties agree that City's public use of the Property may involve a portion of the Property having commercial components open to the general public for public use, similar to other District and County properties.

4.1.3 District intends to make certain sewer improvements to its Mayflower Park (the "Mayflower Park Project"). The City shall apply and credit up to \$265,000 to the District, the credit to be applied toward the cost of sewer fees, including capacity fees, that would otherwise be owed to City related to the District's Mayflower Park Project ("Credit"). The manner in which the Credit shall be made available and applied in favor of the District shall be determined prior to transfer of the Property. Once the Property is transferred to the City, the City shall maintain the Credit's availability until District needs it applied and District has actually received the Credit to its Mayflower Park Project. In the event the Credit amount exceeds any sewer fees required to be paid to City as part of the Mayflower Park Project, City will not be required to pay any difference or apply the excess Credit against any other portion of the Mayflower Park

Project, any other project, or against any reoccurring monthly usage fees. The estimate for the sewer fees provided to the District by the City in the amount of \$133,000 is material and relied upon by the District and that the rates in which this estimate was based upon will not be raised.

4.1.4 City shall have executed the Termination Agreement and any documents necessary to effectuate the termination of the Lease and MOU, including the Surrender of Leasehold.

4.1.5 City acknowledges and accepts that the Property is subject to the existing State Lease. It is the parties intention to transfer the existing State Lease over to the City, and to have the City execute a new State Lease for the Property between the City and SLC for a new term. City shall perform any actions which are reasonably necessary to obtain SLC approval for the new State Lease, any will submit the required applications in a timely manner.

4.2 City shall provide, prior to Closing Date:

4.2.1 Documentation for the agreed upon Credit amount for the District's Mayflower Park Project; and

4.2.2 Fully executed Termination Agreement and Surrender of Leasehold in recordable form for recordation by the District; and

4.2.3 All such other documents, including but not limited to any reports or documents requested by District in writing and obtained by the City for due diligence, and sums, if any, as are necessary to close this transaction.

5. District's Obligations and Conditions Precedent to Close of this Transaction. For the benefit of City, the close of this transaction shall be conditioned upon the timely performance by District of all obligations required of District by the terms of this Agreement.

5.1 District Obligations:

5.1.1 District agrees to transfer and convey, in fee, title to the City the Property with certain conditions that shall run with the land, substantially in the form Grant Deed attached as Exhibit "B".

5.1.2 District shall have executed the Termination Agreement and any documents necessary to effectuate the termination of the Lease and MOU, including the Surrender of Leasehold.

5.1.3 District shall submit its application to the SLC to seek the transfer of the existing State Lease to City, and will actively cooperate with City in

seeking any other requisite approvals related to this Agreement. This specifically includes, but is not necessarily limited to, District taking any action that may reasonably be required to assist City in obtaining a new State Lease for the Property for a brand new term. District will act in a timely manner. District agrees to tender payment on behalf of the City for any costs it may incur related to filing any SLC applications, in an amount not to exceed Three Thousand Dollars (\$3,000).

5.2 District shall provide:

5.2.1 The Grant Deed in favor of the City; and

5.2.2 Fully executed Termination Agreement and Surrender of Leasehold in recordable form for recordation by the District; and

5.2.3 Shall provide all such other documents and sums, if any, as are necessary to close this transaction.

6. **Mutual Obligations.** The terms and conditions provided herein are part of the consideration and are material to the transfer of this Property. The Parties acknowledge that the rights created by this Agreement and the performance of the respective obligations created in Sections 4.1.2, 4.1.3, 6 and 7 shall survive consummation of the transfer of the Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations is complete.

- 6.1 The District will fund an additional well at Hidden Beaches, not to exceed \$350,000, to assist with consistent water flow for efficient operation of the City's sewer force main system.
- 6.2 The District will dedicate the sewer main to the City once its construction is complete starting at the southern boundary of Mayflower Park and extending to the City's sewer lift station on 6th Ave. This infrastructure shall be constructed to City standards.
- 6.3 The City will not charge the District any sewer connection charges for the Mayflower Park Project sewer improvements. However, City will be entitled to collect any applicable fees and charges related to any residential sewer connections located outside of Mayflower Park as provided in Section 6.4 below.
- 6.4 For the Mayflower Park Project, the District will review and consider, but not be obligated to, the inclusion of additive alternates to the sewer constriction bid package contemplating residential availability. The following must occur for any addition to be practical.

- 6.4.1 The City will provide the detail to include in the bid package.
- 6.4.2 The City will waive additional plan check and inspection fees associated with the required engineering changes.
- 6.4.3 The District project will not be delayed by this modification.
- 6.4.4 The District and the City will conduct an on-site community educational meeting before the project is initiated.
- 6.4.5 The City will be entitled to collect all applicable fees from the residents seeking to make residential connections, including but not limited to, all construction inspection fees and connection fees that may be associated with making the residential connections. District itself will be exempt from the payment of any fees that may be required as a result of these residential connections outside Mayflower Park.
- 6.4.6 Once installed, residents will pay the City directly for ongoing sewer services.
- 6.4.7 Residents will not be required to sign annexation papers to participate in City provided sewer services.
- 6.5 The City acknowledges and will continue to utilize the Equivalent Dwelling Unit (EDU) formula or a substantially similar formula for calculating the sewer collection and wastewater plant rates for each specified use, such as RV spaces and residential units. The rate charged to users of a specified use will be the same for all said users in the system. The City will maintain consistency in the rate differentials between each specified use. The District agrees to pay the applicable rates, if due and payable, as they may be amended from time to time.

7. **Right of First Refusal.** City shall not dispose of or sell the Property except in accordance with the provisions of this Agreement. In the event that City (a) desires to dispose of the Property having received an unsolicited offer to purchase the Property from a Qualified Purchaser, defined below, (b) desires to dispose of the Property without having received an offer to purchase, or (c) desires to significantly alter the public purpose use of the Property to a non-public purpose use, City shall notify the District within thirty (30) days of the occurrence of any of the above described events. In such case District shall have the first right on whether to acquire the Property back from the City or refuse such acquisition as provided in this section ("Right of First Refusal"). A Qualified Purchaser shall be an independent third party that is not directly or indirectly owned or controlled by or under common control with District or City, and intends to purchase the Property for its own account.

7.1 In the event that such sale shall be pursuant to an unsolicited written offer ("Offer") from a Qualified Purchaser, which the City Council has expressed a desire to accept, City shall follow the procedures as set forth below.

7.1.1 If City receives an Offer it is willing to accept, City shall give District a copy of the Offer and certify to District that the proposed purchaser is a Qualified Purchaser ("Offer Notice").

7.1.2. District shall have 60 days from the delivery of the Offer Notice ("Acceptance Period") within which to notify the City of its election to purchase the Property under the terms and conditions specified in the Offer, by giving written notice to the City ("Acceptance Notice") of such election. District has the right, but not the obligation, to purchase the Property back from the City.

7.1.3 On delivery of the Acceptance Notice, the City and District shall forthwith proceed to consummate the conveyance of the Property on the terms and conditions set forth in the Offer.

7.1.4 If the Acceptance Notice is not given in a timely manner or if District chooses not to purchase the Property, then the City may thereafter proceed to sell the Property any time within 90 days after the expiration of the Acceptance Period, on the terms and conditions set forth in the Offer, free and clear of any rights of District under this Right of First Refusal with respect to that sale only.

7.2 In the event that City desires to dispose of the Property without having received an unsolicited Offer, the following procedures shall apply:

7.2.1 Within 60 days of receiving the City's notice that it desires to dispose of the Property, District shall provide its response on whether District desires to acquire the Property back from the City or refuse such acquisition.

7.2.2 If District elects to acquire the Property back, the City and District shall proceed to consummate the conveyance of the Property provided the District reimburses the City all portions of the Credit applied in favor of the District and the value of the out of pocket improvements made to the Property by the City minus depreciation. Out of pocket improvements shall mean any documented funds expended by the City to make improvements to the Property where the source of such funds were not donated or granted to the City without the obligation to reimburse.

7.2.3 If the District's response is not given in a timely manner or if District chooses not to purchase the Property, then the City may thereafter

proceed to dispose of the Property free and clear of any rights of District under this Right of First Refusal.

7.3 In the event that City desires to significantly alter the public purpose/use of the Property to a non-public purpose/use, the following procedures shall apply:

7.3.1 Prior to taking any action City will first have the obligation to consult with District to determine if District believes the proposed alteration in use constitutes a significant alteration of the public purpose/use of the Property and/or whether the alteration in use would be acceptable to the District. District will provide its response to City in writing within 45 days of receiving the City's proposal. Any determination by District will be made in good faith, taking into account the best interests of the Blythe Community.

7.3.2 Any such consultation will not automatically trigger a right in District to reacquire the Property. If District determines that the proposed alteration in purpose/use would be significant and will not authorize the change, City may withdraw the proposed alteration without penalty. City retains the right to file any legal challenge to the District's determination based on an assertion that it was not made in good faith or is contrary to the terms of this Agreement.

7.3.3 If City decides to proceed with an alteration in use contrary to the District's determination, having exhausted its rights to challenge that decision, City shall provide written notice to District within thirty (30) days of that determination. In such case the provisions of 7.2 will apply, giving District the option to reacquire the Property as provided in that section.

7.3.4 Nothing in this Section shall limit City's ability to grant special event permits or other permits or approvals related to the temporary use of the Property.

7.4 Any sale or proposed sale on any other terms and conditions or after expiration of said 90 days shall be a new sale subject to all of the terms of this Right of First Refusal.

7.5 The Right of First Refusal set forth in this section may not be assigned or transferred by District except to the County of Riverside.

7.6 This Right of First Refusal shall terminate at the end of the tenth year from the Effective Date of this Agreement.

8. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional

papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Deed by the Park District to the City will occur within the times described herein Section 3 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

9. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the District:

Riverside County Regional Park
and Open-Space District
Scott Bangle
General Manager
4600 Crestmore Road
Riverside, CA 92509
Telephone: (951) 955-4398

If to the City:

City of Blythe

David Lane
City Manager
235 N. Broadway
Blythe, CA 92225
Telephone: (760) 922-6161

10. **Conflict of Interest.** No member, official or employee of the District or City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

12. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

13. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

15. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

16. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

17. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

18. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

19. **Survival.** The rights and obligations created by Sections 4 through 7 in this Agreement with respect to credit to the District for charges and fees pertaining to sewer improvements, the development of the additional well, and dedication to the City of the sewer main associated with the District's Mayflower Park and the Right of First Refusal shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.

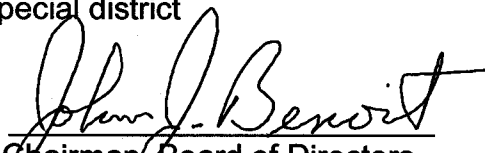
20. **Successor-In-Interests.** The terms and conditions of this Agreement shall bind the successors-in-interests to the Parties, respectively.

21. This Agreement will be null and void if not duly approved and executed by both Parties.

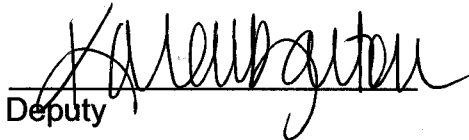
22. The recitals on the first and second pages of this Agreement are incorporated into the Agreement by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

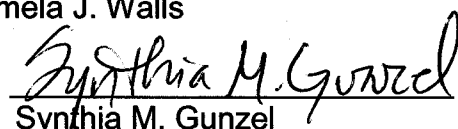
DISTRICT:
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT,
a special district

By: 
Chairman, Board of Directors
JOHN J. BENOTT

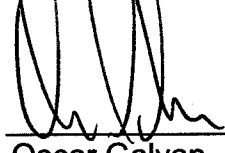
ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: 
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL
Pamela J. Walls

By: 
Cynthia M. Gunzel
Deputy County Counsel

CITY:
CITY OF BLYTHE, a California
municipal corporation

By: 
Oscar Galvan, Mayor

ATTEST:

By: 
Mallory Sutterfield, City Clerk

APPROVED AS TO FORM:

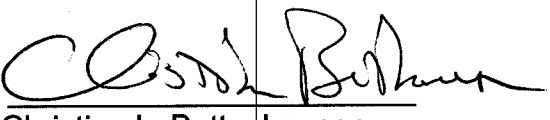
By: 
Christian L. Bettenhausen
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A
LEGAL DESCRIPTION PARCEL "A"

PARCEL "A"

BEING PORTIONS OF PARCEL 1 AND PARCEL 3 AS DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS INSTRUMENT NO. 430266, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THOSE PORTIONS OF GOVERNMENT LOTS 5 AND 6 IN FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 28, 1874, TOGETHER WITH A PORTION OF THE ACCRETIONAL LANDS LYING SOUTHEASTERLY OF SAID GOVERNMENT LOTS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 00°54'50" EAST 162.02 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO A POINT LYING PARALLEL WITH AND 162.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°59'00" EAST 1382.07 FEET ALONG SAID PARALLEL LINE AND THE NORTH LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°59'00" EAST 1125.49 FEET TO A POINT ON THE MEANDER LINE OF THE WEST BANK OF THE COLORADO RIVER AS ESTABLISHED BY UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 28, 1874;

THENCE SOUTH 65°57' WEST (FORMERLY RECORDED SOUTH 66°00' WEST) 91.39 FEET ALONG SAID MEANDER LINE TO A POINT WHICH IS DISTANT 136.75 FEET WHEN MEASURED ALONG SAID LINE, FROM THE MOST SOUTHWESTERLY END OF THAT SEGMENT HAVING A BEARING OF NORTH 66°00' WEST, AND BEING 11.03 CHAINS IN LENGTH, AS SHOWN ON UNITED STATES GOVERNMENT PLAT OF SAID SURVEY OF 1874;

THENCE SOUTH 33°07'50" WEST 1620.44 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY ROUTE 64 (U.S. NO. 60), AS PER CALIFORNIA STATE HIGHWAY RIGHT OF WAY MAP XI-RIV-64-F, COLORADO RIVER BRIDGE PLANS;

THENCE NORTH 73°49'10" WEST 330.00 FEET ALONG SAID NORTHERLY LINE;

THENCE NORTH 59°35'10" WEST 203.35 FEET;

THENCE NORTH 73°49'10" WEST 279.09 FEET ALONG SAID NORTHERLY LINE;

THENCE NORTH 62°02' 38" WEST 303.33 FEET ALONG SAID NORTHERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.93 FEET THROUGH A CENTRAL ANGLE OF 5°29'43", A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST;

THENCE NORTH 22°27'39" EAST 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 75.84 FEET THROUGH A CENTRAL ANGLE OF 144°50'55" TO THE TO THE SOUTHERLY RIGHT OF WAY LINE OF B STREET (40.00 FEET IN WIDTH) AS SHOWN ON RIVERSIDE COUNTY MAP NO. 818-RR, , ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 620.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS NORTH 12°41'26" WEST;

THENCE ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING FOUR (4) COURSES:

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 349.62 FEET THROUGH A CENTRAL ANGLE OF 32°18'34";

THENCE NORTH 45°00'00" EAST 496.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 269.71 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 211.83 FEET THROUGH A CENTRAL ANGLE OF 45°00'00";

THENCE NORTH 90°00'00" EAST 107.50 FEET;

THENCE NORTH 00°00'00" EAST 219.94 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RIGHT OF WAY AND EASEMENTS OF RECORD, INCLUDING TAKING OF ACCESS RIGHTS BY THE STATE OF CALIFORNIA IN EMINENT DOMAIN PROCEEDINGS ENTITLED PEOPLE OF THE STATE OF CALIFORNIA, ETC VS. ANNE C. EVANS, AT EL., NO. 68131, FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE.

SAID DESCRIBED PARCEL CONTAINING 34.19 ACRES, MORE OR LESS.

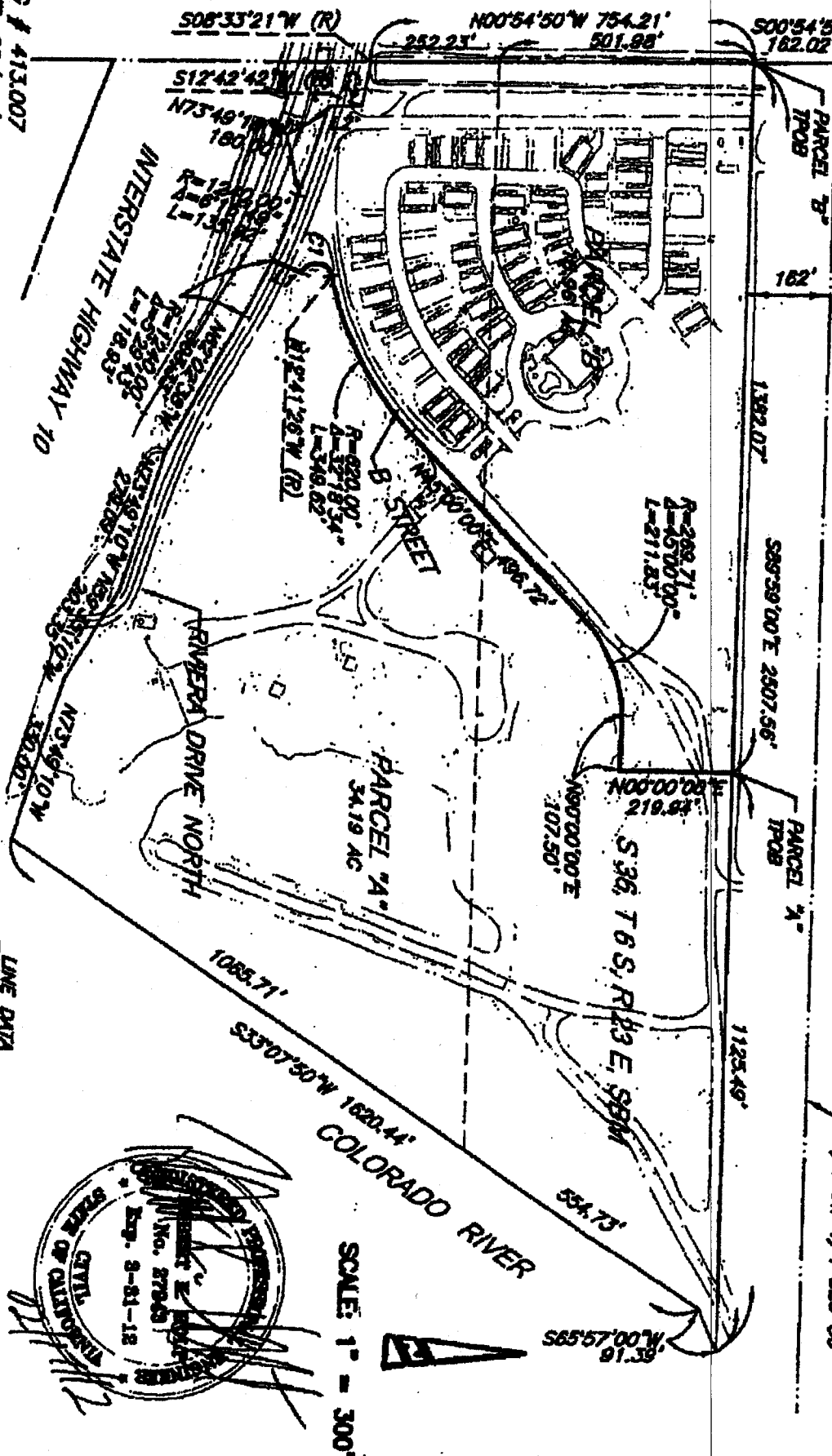
FOR GRAPHICAL PURPOSES SEE EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "D"

NW COR OF S 1/2 NW
1/4 SW 1/4 SEC 36
POC

MAP SHOWING ADJUSTED LOT LINES AND SITE PLAN

SHEET 1 OF 1
NLY LINE OF S 1/2 NW
1/4 SW 1/4 SEC 36



THE # 413.007
DATE: 02/16/2012

The Holt Group, Inc.
ENGINEERING PLANNING SURVEYING

201 E. Hobsonway, Blythe, CA. 92225
Phone: (760) 922-4658 Fax: (760) 922-4660
1601 N. Imperial Ave., El Centro, CA. 92243
Phone: (760) 337-3883 Fax: (760) 337-5697

LEGEND

- NEW LOT LINE
- EXISTING LOT LINE TO REMAIN
- EXISTING LOT LINE TO BE DELETED

LINE DATA

NO.	BEARING	DISTANCE
L1	N22°27'39"E(R)	60.00'
L2	N01°40'25"W	63.62'

CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	30.00'	144°50'55"	75.84'
C2	1230.00'	04°08'21"	89.21'

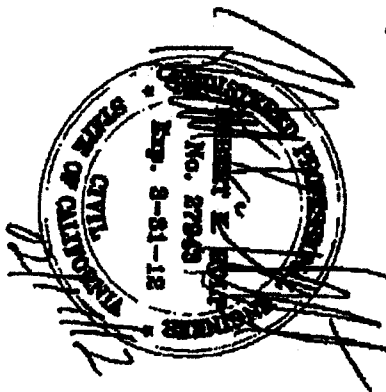


EXHIBIT "B"
GRANT DEED

RECORDING REQUESTED BY:

City of Blythe

WHEN RECORDED MAIL TO:

City of Blythe
Attn: City Manager
235 N. Broadway
Blythe, CA 92225

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §6103
NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

PROPERTY: Quechan Park, Blythe, CA
APN: 833-310-014
PARCEL A

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, (hereinafter referred to as "**Grantor**"), hereby grants and conveys to the CITY OF BLYTHE, a California municipal corporation (hereinafter referred to as "**Grantee**"), the fee simple interest in and to that certain real property situated in the County of Riverside, State of California, referenced as Parcel A, more fully described in **EXHIBIT A** attached hereto and incorporated herein by reference ("**Property**").

A. Grantee covenants and agrees, for itself and its successors-in-interest and assigns that it shall not dispose of or sell the Property except in accordance with the provisions of that certain Transfer Agreement dated _____ ("**Agreement**") entered into between Grantor and Grantee. In the event that Grantee (a) desires to dispose of the Property having received an unsolicited offer to purchase the Property from a Qualified Purchaser, defined below, (b) desires to dispose of the Property without having received an offer to purchase, or (c) desires to significantly alter the public purpose use of the Property to a non-public purpose use, Grantee shall notify the Grantor within thirty (30) days of the occurrence of any of the above described events. In such case Grantor shall have the first right on whether to acquire the Property back from the Grantee or refuse such acquisition as provided in this section ("**Right of First Refusal**"). A Qualified Purchaser shall be an independent third party that is not directly or indirectly owned or controlled by or under common control with Grantor or Grantee, and intends to purchase the Property for its own account.

1. In the event that such sale shall be pursuant to an unsolicited written offer ("**Offer**") from a Qualified Purchaser, which Grantee's City Council has expressed a desire to accept, Grantee shall follow the procedures as set forth below.

1.1 If Grantee receives an Offer it is willing to accept, Grantee shall give Grantor a copy of the Offer and certify to Grantor that the proposed purchaser is a Qualified Purchaser ("**Offer Notice**").

1.2 Grantor shall have 60 days from the delivery of the Offer Notice ("**Acceptance Period**") within which to notify the Grantee of its election to purchase the Property under

the terms and conditions specified in the Offer, by giving written notice to the Grantee ("Acceptance Notice") of such election. Grantor has the right, but not the obligation, to purchase the Property back from the Grantee.

1.3 On delivery of the Acceptance Notice, the Grantee and Grantor shall forthwith proceed to consummate the conveyance of the Property on the terms and conditions set forth in the Offer.

1.4 If the Acceptance Notice is not given in a timely manner or if Grantor chooses not to purchase the Property, then the Grantee may thereafter proceed to sell the Property any time within 90 days after the expiration of the Acceptance Period, on the terms and conditions set forth in the Offer, free and clear of any rights of Grantor under this Right of First Refusal with respect to that sale only.

2. In the event that Grantee desires to dispose of the Property without having received an unsolicited Offer, the following procedures shall apply:

2.1 Within 60 days of receiving the Grantee's notice that it desires to dispose of the Property, Grantor shall provide its response on whether Grantor desires to acquire the Property back from the Grantee or refuse such acquisition.

2.2 If Grantor elects to acquire the Property back, the Grantee and Grantor shall proceed to consummate the conveyance of the Property provided the Grantor reimburses the Grantee all portions of the Credit applied in favor of the Grantor and the value of the out of pocket improvements made to the Property by the Grantee minus depreciation. Out of pocket improvements shall mean any documented funds expended by the Grantee to make improvements to the Property where the source of such funds were not donated or granted to the Grantee without the obligation to reimburse.

2.3 If the Grantor's response is not given in a timely manner or if Grantor chooses not to purchase the Property, then the Grantee may thereafter proceed to dispose of the Property free and clear of any rights of Grantor under this Right of First Refusal.

3. In the event that Grantee desires to significantly alter the public purpose/use of the Property to a non-public purpose/use, the following procedures shall apply:

3.1 Prior to taking any action Grantee will first have the obligation to consult with Grantor to determine if Grantor believes the proposed alteration in use constitutes a significant alteration of the public purpose/use of the Property and/or whether the alteration in use would be acceptable to the Grantor. Grantor will provide its response to Grantee in writing within 45 days of receiving the Grantee's proposal. Any determination by Grantor will be made in good faith, taking into account the best interests of the Blythe Community.

3.2 Any such consultation will not automatically trigger a right in Grantor to reacquire the Property. If Grantor determines that the proposed alteration in purpose/use would be significant and will not authorize the change, Grantee may withdraw the proposed alteration without penalty. Grantee retains the right to file any legal challenge to the Grantor's determination based on an assertion that it was not made in good faith or is contrary to the terms of this Agreement.

3.3 If Grantee decides to proceed with an alteration in use contrary to the Grantor's determination, having exhausted its rights to challenge that decision, Grantee shall provide written notice to Grantor within thirty (30) days of that determination. In such case the provisions of 2 will apply, giving Grantor the option to reacquire the Property as provided in that section.

3.4 Nothing in this Section shall limit Grantee's ability to grant special event permits or other permits or approvals related to the temporary use of the Property.

4. Any sale or proposed sale on any other terms and conditions or after expiration of said 90 days shall be a new sale subject to all of the terms of this Right of First Refusal.

5 The Right of First Refusal set forth in this section may not be assigned or transferred by Grantor except to the County of Riverside.

6. This Right of First Refusal shall terminate at the end of the tenth year from the Effective Date of this Agreement.

B. The City acknowledges and accepts that the Property is subject to that certain Lease Agreement dated March 1, 1966 ("State Lease") originally between the County and the State Lands Commission ("SLC") concerning portions of the Colorado River over and upon those certain tide and submerged lands situated in the County of Riverside, State of California. The City shall perform the necessary actions to obtain SLC approval under the State Lease, including the submission of its application to the SLC to seek a new State Lease for a new term in a timely manner. Grantee agrees to take all reasonable action that may be required on its part to assist City in obtaining the requisite approvals.

C. Grantee covenants and agrees, for itself and its successors-in-interest and any assigns, that it shall continue to own and operate the Property for a public purpose, including having a public park component, in accordance with the Agreement. Grantor agrees that Grantee's public use of the Property may involve a portion of the Property having commercial components open to the general public for public use, similar to other Grantor and County properties.

GRANTOR:

Dated: _____

RIVERSIDE COUNTY REGIONAL PARK AND
OPEN-SPACE DISTRICT, a special district

By: _____

Its: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
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 acknowledged 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. _____

Signature of Notary Public

**EXHIBIT A TO
GRANT DEED**

Legal Description of Property

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION PARCEL "A"

PARCEL "A"

BEING PORTIONS OF PARCEL 1 AND PARCEL 3 AS DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS INSTRUMENT NO. 430266, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THOSE PORTIONS OF GOVERNMENT LOTS 5 AND 6 IN FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 28, 1874, TOGETHER WITH A PORTION OF THE ACCRETIONAL LANDS LYING SOUTHEASTERLY OF SAID GOVERNMENT LOTS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 00°54'50" EAST 162.02 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO A POINT LYING PARALLEL WITH AND 162.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°59'00" EAST 1382.07 FEET ALONG SAID PARALLEL LINE AND THE NORTH LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°59'00" EAST 1125.49 FEET TO A POINT ON THE MEANDER LINE OF THE WEST BANK OF THE COLORADO RIVER AS ESTABLISHED BY UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 28, 1874;

THENCE SOUTH 65°57' WEST (FORMERLY RECORDED SOUTH 66°00' WEST) 91.39 FEET ALONG SAID MEANDER LINE TO A POINT WHICH IS DISTANT 136.75 FEET WHEN MEASURED ALONG SAID LINE, FROM THE MOST SOUTHWESTERLY END OF THAT SEGMENT HAVING A BEARING OF NORTH 66°00' WEST, AND BEING 11.03 CHAINS IN LENGTH, AS SHOWN ON UNITED STATES GOVERNMENT PLAT OF SAID SURVEY OF 1874;

THENCE SOUTH 33°07'50" WEST 1620.44 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY ROUTE 64 (U.S. NO. 60), AS PER CALIFORNIA STATE HIGHWAY RIGHT OF WAY MAP XI-RIV-64-F, COLORADO RIVER BRIDGE PLANS;

THENCE NORTH 73°49'10" WEST 330.00 FEET ALONG SAID NORTHERLY LINE;

THENCE NORTH 59°35'10" WEST 203.35 FEET;

THENCE NORTH 73°49'10" WEST 279.09 FEET ALONG SAID NORTHERLY LINE;

THENCE NORTH 62°02' 38" WEST 303.33 FEET ALONG SAID NORTHERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.93 FEET THROUGH A CENTRAL ANGLE OF 5°29'43", A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST;

THENCE NORTH 22°27'39" EAST 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 75.84 FEET THROUGH A CENTRAL ANGLE OF 144°50'55" TO THE TO THE SOUTHERLY RIGHT OF WAY LINE OF B STREET (40.00 FEET IN WIDTH) AS SHOWN ON RIVERSIDE COUNTY MAP NO. 818-RR, , ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 620.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS NORTH 12°41'26" WEST;

THENCE ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING FOUR (4) COURSES:

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 349.62 FEET THROUGH A CENTRAL ANGLE OF 32°18'34";

THENCE NORTH 45°00'00" EAST 496.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 269.71 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 211.83 FEET THROUGH A CENTRAL ANGLE OF 45°00'00";

THENCE NORTH 90°00'00" EAST 107.50 FEET;

THENCE NORTH 00°00'00" EAST 219.94 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RIGHT OF WAY AND EASEMENTS OF RECORD, INCLUDING TAKING OF ACCESS RIGHTS BY THE STATE OF CALIFORNIA IN EMINENT DOMAIN PROCEEDINGS ENTITLED PEOPLE OF THE STATE OF CALIFORNIA, ETC VS. ANNE C. EVANS, AT EL., NO. 68131, FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE.

SAID DESCRIBED PARCEL CONTAINING 34.19 ACRES, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SHEET 1 OF 1

MAP SHOWING ADJUSTED LOT LINES AND SITE PLAN

-N2LY LINE OF S 1/2 NW
1/4 SW 1/4 SEC 36



The Holt Group, Inc.
ENGINEERING BY ANIMUS

201 E. Hobsonway, Blythe, CA 92225
Phone: (760) 922-4658 Fax: (760) 922-4660
1601 N. Imperial Ave., El Centro, CA, 92224
Phone: (760) 337-3983 Fax: (760) 337-5597

LEGEND:
 _____ NEW LOT LINE
 _____ EXISTING LOT LINE TO REMAIN
 ----- EXISTING LOT LINE TO BE DELETED

LINE DATA		
NO.	BEARING	DISTANCE
L1	N22°27'39"E(R)	60.00'
L2	N01°40'25"W	63.62'

CURVE DATA		
NO.	RADIUS	ARC
C1	30.00'	144.50.56"
C2	1230.00'	04.08.21"

CERTIFICATE OF ACCEPTANCE
CITY OF BLYTHE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____
from RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, to
CITY OF BLYTHE, a California municipal corporation, is hereby accepted by order of the Council on
_____ and the CITY OF BLYTHE, consents to recordation thereof.

Dated _____

CITY OF BLYTHE, a California municipal corporation

By _____

ATTACHED TO: GRANT DEED
PROPERTY: Quechan Park, Blythe, CA
APN: 833-310-014

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 - RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 - RIVERSIDE, CA 92502

DOC # 2012-0586583
12/04/2012

Customer Copy Label

The paper to which this label is
affixed has not been compared
with the filed/recorded document

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

NLY

RECORD SURRENDER OF LEASEHOLD

Title of Document

(Regional Parks and Open-Space District ~ Item 13.1 of 11/27/12)

SURRENDER OF LEASEHOLD

Recording requested by and when recorded, return to:

Riverside County Regional Park
and Open-Space District
General Manager
4600 Crestmore Road
Riverside, CA 92509

City of Blythe
City Manager
235 N. Broadway
Blythe, CA 92225

THIS SURRENDER OF LEASEHOLD ("Agreement") is made as of November 29, 2012, by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, as Lessor, ("District"), the County of Riverside, a political subdivision of the State of California, ("County") and the City of Blythe, a California municipal corporation, as Lessee ("City"), sometimes collectively referred to as the "Parties."

Recitals

A. The District is the owner of certain real property located in the City of Blythe, Riverside County, California, consisting of approximately 27 acres of land, roadway and improvements, commonly known as "Quechan Park", ("Property"), formerly with Assessor Parcel Numbers 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007, portion of 833-310-004, now as described in Lot Line Adjustment No. 2012-02, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

B. That certain Memorandum of Understanding ("MOU") was entered into on May 23, 2000, as shown in Exhibit "B", attached hereto and by this reference incorporated herein, acknowledging the importance of pursuing and implementing

improvements to the Property to greatly benefit the recreational, social and economic needs of the residents of the City of Blythe and the Palo Verde Valley, by the District and the City.

C. That certain Agreement for the Lease of Quechan Park was entered into on December 21, 2004, and once amended on August 1, 2006, ("Lease"), as shown in Exhibit "C", attached hereto and by this reference incorporated herein, whereby the City would manage, operate and make improvements to the Property in furtherance of common recreational, social and economic goals of the Parties.

D. Subject to the terms and conditions in this Agreement and the Termination Agreement, City desires to surrender City's interest in the Lease, the leasehold estate created, and all rights to the Property, and to release District from District's obligations under the Lease, and District desires to accept this surrender and to release City from City's obligations under the Lease.

E. County desires to surrender and release any County's rights, title or interest in the Lease, the leasehold estate created, and to the Property, further evidenced by County executing and delivering to District a Quitclaim Deed releasing, remitting and requiting any interest County may have had in the Property, and District desires to accept this surrender and to release County from the Lease.

F. On November 27, 2012, District, County and City entered into that certain Termination Agreement ("Termination Agreement"), terminating the Lease and the MOU subject to certain terms and conditions. The terms of the Termination Agreement are incorporated by this reference.

G. The execution and recordation of this Agreement is intended to provide recorded public notice of the termination of the Lease and MOU as agreed between District and City in the Termination Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, District, County and City agree as follows:

Section 1. Incorporation by Reference

The recitals are incorporated into this Agreement by this reference.

Section 2. Surrender


City surrenders all rights in, to, or under the Lease and the leasehold estate created, as of November 27, 2012, and District accepts this surrender of the Leasehold. The Parties further mutually agree to terminate the MOU.

Section 3. Mutual Release

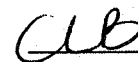
A. District, County and City release, waive and discharge each other and their agents, elected officials, contractors, officers, directors, employees, representatives, together with their predecessors and successors in interest, from any and all claims, demands, actions, injuries, causes of action, obligations, damages, loss of services, expenses and compensation and liabilities related in any way to all known or unknown resulting from, relating to, or arising, now or later, from any obligations in connection with or included in the Lease, and from all claims, actions and demands ("Dispute") that each may have against the other(s) by reason of the Lease. District, County and City represent and warrant that they have not sold, assigned, or otherwise transferred any of the claims released by this Agreement.

B. Each party agrees that all rights under Civil Code § 1542 and under any other applicable, similar law are expressly waived. Civil Code § 1542 reads 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.

 District

 County

 City

C. Each party represents and warrants to the other party that the party has read and understood the Agreement with the release provisions and that each party has had the legal effect of this Agreement explained by competent legal counsel of that party's own choice and that each party is executing this Agreement of that party's own free will.

Section 4. Acceptance of Surrender

County and City hereby surrender their respective Leasehold interests in the Property and District accepts the surrender of the entire Leased Premises and Leasehold from the City and the County for the purpose of terminating this Lease. The Parties acknowledge that the phased improvements of the Leased Premises identified in the Lease have not been completed and that the condition of the Property is largely unimproved. District accepts the Property in its current condition, and City has no further obligation to complete any of the improvements or perform any of the obligations set forth in the Lease and MOU. When the District transfers the Property to the City, District shall have no liability with respect to the condition of the Leased Premises.

Section 5. Successors and Assigns

This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

Section 6. Governing Law

This Agreement is governed by California law.

Section 7. Conflict Between Agreements

This Agreement is intended to provide recordable public notice of the termination of the Lease as agreed between the parties in the Termination Agreement. Therefore to the degree there are conflicts between the terms and conditions of the Termination Agreement and this Agreement, the terms and conditions in the Termination Agreement will prevail.

Section 8. Execution of Transfer Agreement.

City's surrender of its interest in the Lease is expressly contingent upon District concurrently executing the transfer agreement, transferring the Property from District to City ("Transfer Agreement"). The Transfer Agreement is incorporated herein by this reference. This Agreement will be void and of no effect if the Transfer Agreement is not executed concurrently with the execution of this Agreement. For purposes of execution and recordation, the Termination Agreement will be executed first, followed by this Agreement, and concluding with the Transfer Agreement and its exhibits.

IN WITNESS WHEREOF, executed as of the date first above written.

DISTRICT:

**RIVERSIDE COUNTY REGIONALPARK AND
OPEN SPACE DISTRICT, a special district**

By: 

Chairman, Board of Directors
JOHN J. BENOIT

Date: November 29, 2012

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: 

Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 

Synthia M. Gunzel
Deputy County Counsel

(SEAL)

Surrender of Leasehold
Quechan Park property

COUNTY:

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

By: 

John Tavaglione, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 

Deputy County Counsel
Patricia Munroe

CITY:

**CITY OF BLYTHE, a California
municipal corporation**

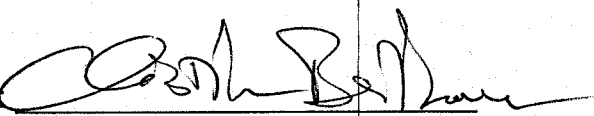
By: 

Oscar Galvan, Mayor

ATTEST:


Mallory Sutterfield, City Clerk

APPROVED AS TO FORM:

By: 
Christian L. Bettenhausen
City Attorney

ATTACH ACKNOWLEDGEMENTS

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

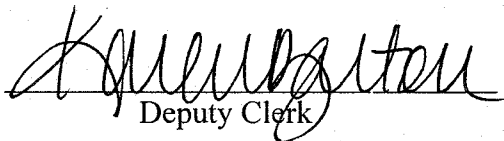
On November 27, 2012, before me, Karen Barton, Board Assistant, personally appeared John Benoit, Chairman of the Board of Directors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

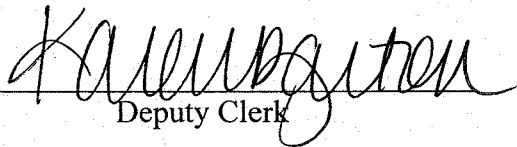
On November 27, 2012, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST;

THENCE, SOUTH 89°59'00" EAST A DISTANCE OF 1452.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, SOUTH 89° 59'00" EAST A DISTANCE OF 972.95 FEET ;
THENCE, SOUTH 51°01'00" WEST A DISTANCE OF 725.00 FEET;
THENCE, SOUTH 20°01'00" WEST A DISTANCE OF 720.00 FEET;
THENCE, SOUTH 51°39'39" WEST A DISTANCE OF 287.87 FEET;
THENCE, NORTH 78°33'43" WEST A DISTANCE OF 237.00 FEET;
THENCE, 182.15 FEET ALONG A 120.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 86°58'13";

THENCE, NORTH 75°31'56" WEST A DISTANCE OF 150.70 FEET;
THENCE, 243.54 FEET ALONG A 1185.00 FOOT RADIUS CURVE CONCAVED NORTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 11°46'31";

THENCE, NORTH 63°45'24" WEST A DISTANCE OF 174.94 FEET;
THENCE, 124.68 FEET ALONG A 1800.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 03°58'07";

THENCE, 75.94 FEET ALONG A 30.00 FOOT RADIUS CURVE CONCAVED EASTERLY AND THROUGH A CENTRAL ANGLE OF 145°02'05";

THENCE, 349.62 FEET ALONG A 620.00 FOOT RADIUS CURVE CONCAVED NORTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 32°18'33";

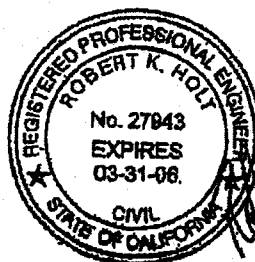
THENCE, NORTH 45°00'00" EAST A DISTANCE OF 621.47 FEET;

THENCE, 211.85 FEET ALONG A 269.71 FOOT RADIUS CURVE CONCAVED SOUTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 45°00'15";

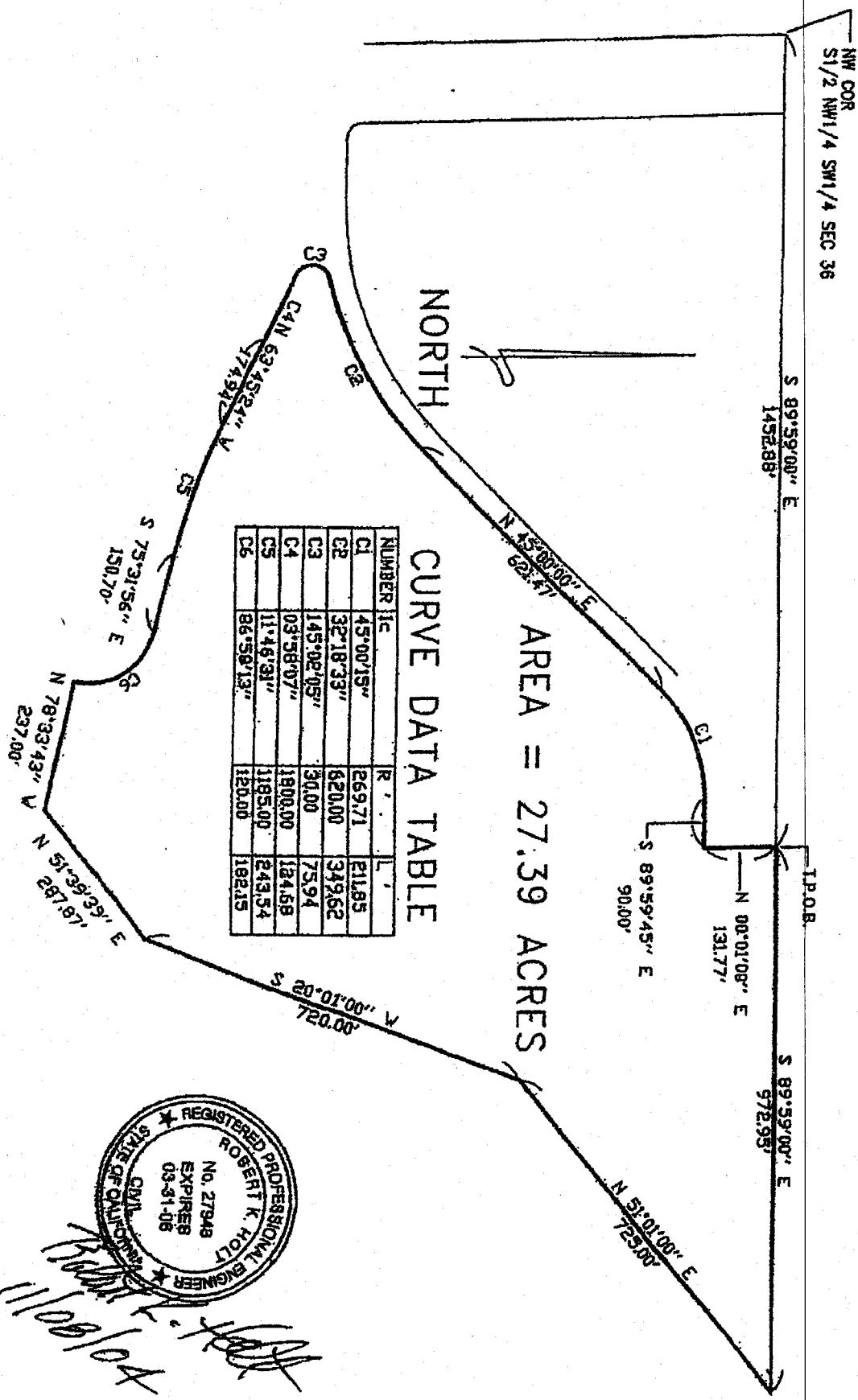
THENCE, SOUTH 89°59'45" EAST A DISTANCE OF 90.00 FEET;

THENCE, NORTH 00°01'00" EAST A DISTANCE OF 131.77 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY ENCLOSES AN AREA OF 27.39 ACRES.



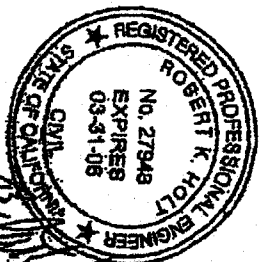
NW COR
S1/2 NW1/4 SW1/4 SEC 36



CURVE DATA TABLE

NUMBER	IC	R'	L'
C1	45°00'15"	269.71	21.85
C2	32°18'33"	620.00	349.62
C3	145°02'05"	30.00	75.94
C4	03°58'07"	1900.00	124.68
C5	11°46'31"	1195.00	243.54
C6	86°58'13"	120.00	182.15

AREA = 27.39 ACRES



Robert K. Holt
11/09/04

RECORDING REQUESTED BY RIVERSIDE COUNTY
REGIONAL PARK AND OPEN-SPACE DISTRICT

WHEN RECORDED MAIL TO:

Riverside County Regional Park
and Open-Space District
ATTN: General Manager
4600 Crestmore Road
Riverside, CA 92509

WITH A CONFORMED COPY TO:

Office of County Counsel
Attn: County Counsel
3960 Orange Street, Ste 500
Riverside, CA 92501

City of Blythe
Attn: City Clerk
235 N. Broadway
Blythe, CA 92225

DOC # 2012-0587114
12/04/2012

Customer Copy Label

The paper to which this label is
affixed has not been compared
with the filed/recorded document

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

APN's 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-
310-007 and Portion of APN 833-310-004

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 27383
NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred
to as "Grantor"), hereby remises, releases and forever quitclaims to RIVERSIDE COUNTY
REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the
California Public Resources Code Division 5, Chapter 3, Article 3, (hereinafter referred to as
"Grantee"), its successors and assigns, all Grantor's right, title and interest in and to that
certain real property situated in the County of Riverside, State of California, more fully described
in EXHIBIT A attached hereto and incorporated herein by reference ("Property")

GRANTOR:

Dated: November 27, 2012

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

By: [Signature]
John Favagione
Chairman, Board of Supervisors

COPY

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 8/16/12
PATRICIA MUNROE DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

On November 27, 2012, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

**EXHIBIT A TO
QUITCLAIM DEED**

**Legal Description of Property
APN's 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007
and Portion of APN 833-310-004**

[attached behind this page]

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST;

THENCE, SOUTH 89°59'00" EAST A DISTANCE OF 1452.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, SOUTH 89° 59'00" EAST A DISTANCE OF 972.95 FEET ;

THENCE, SOUTH 51°01'00" WEST A DISTANCE OF 725.00 FEET;

THENCE, SOUTH 20°01'00" WEST A DISTANCE OF 720.00 FEET;

THENCE, SOUTH 51°39'39" WEST A DISTANCE OF 287.87 FEET;

THENCE, NORTH 78°33'43" WEST A DISTANCE OF 237.00 FEET;

THENCE, 182.15 FEET ALONG A 120.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 86°58'13";

THENCE, NORTH 75°31'56" WEST A DISTANCE OF 150.70 FEET;

THENCE, 243.54 FEET ALONG A 1185.00 FOOT RADIUS CURVE CONCAVED NORTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 11°46'31";

THENCE, NORTH 63°45'24" WEST A DISTANCE OF 174.94 FEET;

THENCE, 124.68 FEET ALONG A 1800.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 03°58'07";

THENCE, 75.94 FEET ALONG A 30.00 FOOT RADIUS CURVE CONCAVED EASTERLY AND THROUGH A CENTRAL ANGLE OF 145°02'05";

THENCE, 349.62 FEET ALONG A 620.00 FOOT RADIUS CURVE CONCAVED NORTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 32°18'33";

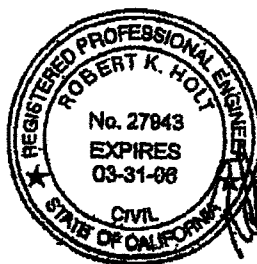
THENCE, NORTH 45°00'00" EAST A DISTANCE OF 621.47 FEET;

THENCE, 211.85 FEET ALONG A 269.71 FOOT RADIUS CURVE CONCAVED SOUTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 45°00'15";

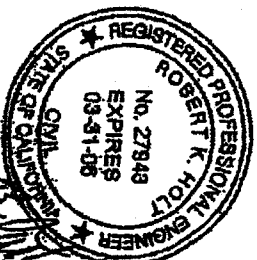
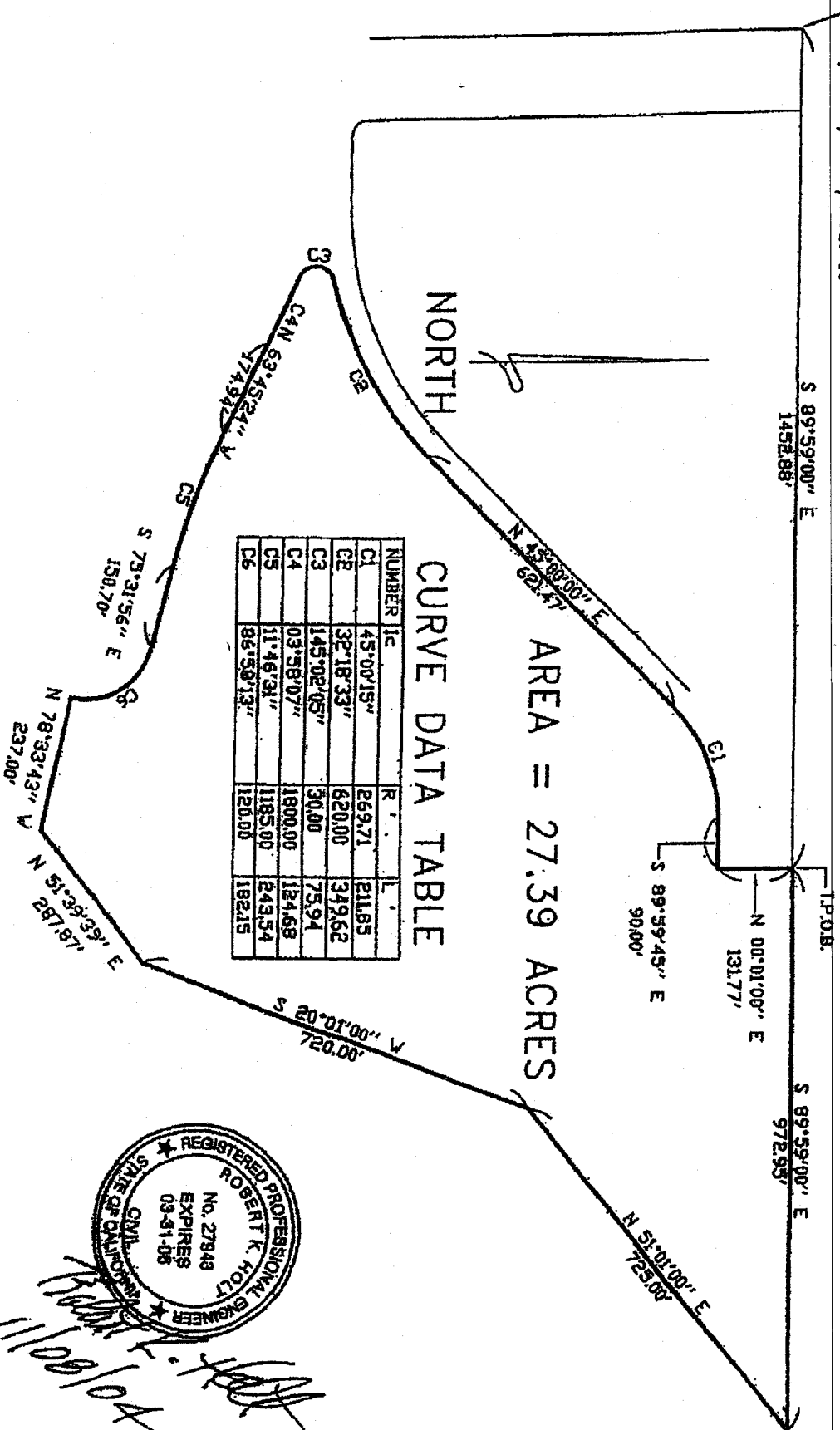
THENCE, SOUTH 89°59'45" EAST A DISTANCE OF 90.00 FEET;

THENCE, NORTH 00°01'00" EAST A DISTANCE OF 131.77 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY ENCLOSES AN AREA OF 27.39 ACRES.



NW COR
S1/2 NW1/4 SW1/4 SEC 36



Handwritten signature and date: 11/09/07

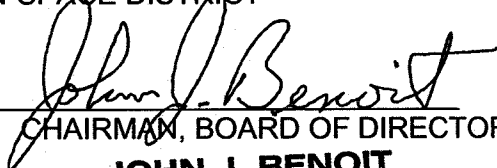
CERTIFICATE OF ACCEPTANCE
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated November 27, 2012 from COUNTY OF RIVERSIDE, a political subdivision of the State of California to RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, is hereby accepted by order of the Board of Directors on November 27, 2012 and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT consents to recordation thereof.

Dated November 27, 2012

RIVERSIDE COUNTY REGIONAL PARK AND
OPEN-SPACE DISTRICT

By


CHAIRMAN, BOARD OF DIRECTORS
JOHN J. BENOIT


ATTACHED TO: QUITCLAIM DEED

APN's 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007
and Portion of APN 833-310-004

ATTEST:

KECIA HARPER-IHEM, Clerk

By


DEPUTY



**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
<http://riverside.asclrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date:

11-27-12

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant, Riverside County Clerk of the Board

Recorded at request of and return to:

City of Blythe
Attn: City Manager
235 N. Broadway
Blythe, CA 92225

FREE RECORDING

This instrument is for the benefit of
the City of Blythe and is entitled to be
recorded without fee.
(Govt. Code 6103)

DOC # 2012-0588615
12/04/2012

Customer Copy Label

The paper to which this label is
affixed has not been compared
with the filed/recorded document

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

(Space above this line reserved for Recorder's use)

PROPERTY: Riviera Drive North and B Street,
City of Blythe, County of Riverside, California
APN:

DEED OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Riverside County Regional Park and Open-Space District, a park and open-space district duly created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, hereinafter called the GRANTOR, does hereby grant unto the City of Blythe, a California municipal corporation, hereinafter called the City, its successors in interest and assigns, an easement or right of way for the construction, improvement, operation and maintenance of a public road, upon and across the following land, lying and being situated in the County of Riverside, State of California, to be used and held by the City for street, road, right-of-way, and public utility purposes, bounded and described as follows, to wit:

See attached Exhibit "A" Legal Description
and Exhibit "B" Plat Map for Legal Description,
attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD, the above-described and granted easement or right of way unto the said City, its successors in interest and assigns forever, for public road or highway purposes, so long as the same shall be used, operated and maintained as a public road or highway; and the Grantor hereby dedicates these easement interest in said strip of land to public use for such purposes.

COPY

NOV 27 2012 13.1

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____
and has caused its name to be signed and seal affixed by its officers, duly authorized thereto by
order of its board of directors.

GRANTOR:

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

By: John J. Benoit
Chairman, Board of Directors
JOHN J. BENOIT

ATTEST:

KECIA HARPER-IHEM, Clerk

By: Kecia Harper-Ihem
DEPUTY

Attached to DEED OF DEDICATION

PROPERTY: Riviera Drive North and B Street, City of Blythe, County of Riverside, California
APN: _____

State of California
County of _____

On _____, before me, _____ [name of notary], a Notary
Public in and for said County and State, personally appeared _____ [name of
signer & title], who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 11-14-12
SYNTHIA M. GUNZEL DATE

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

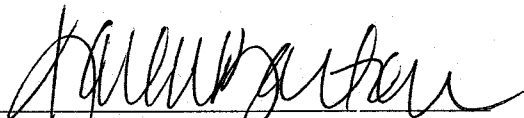
On November 27, 2012, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Directors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Directors

By:



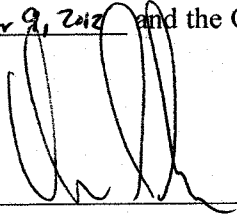
Deputy Clerk

(SEAL)

CERTIFICATE OF ACCEPTANCE
CITY OF BLYTHE

This is to certify that the easement right of way interest in real property conveyed by Deed of Dedication dated _____ from the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district to the CITY OF BLYTHE, a California municipal corporation, is hereby accepted by order of the Council on October 9, 2012 and the CITY OF BLYTHE consents to the recordation thereof.

Date 11/15/12

By:  _____

Attached to DEED OF DEDICATION

PROPERTY: Riviera Drive North and B Street, City of Blythe, County of Riverside, California

APN:

EXHIBIT "A"
B STREET
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL B AS DESCRIBED IN GRANT DEED RECORDED AUGUST 7, 2012 AS INSTRUMENT NO. 2012-0372647, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THOSE PORTIONS OF GOVERNMENT LOTS 5 AND 6 IN FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 28, 1874, TOGETHER WITH A PORTION OF THE ACCRETIONAL LANDS LYING SOUTHEASTERLY OF SAID GOVERNMENT LOTS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL B;

THENCE SOUTH 89°59'00" EAST 1382.07 FEET ALONG THE NORTH LINE OF SAID PARCEL B TO THE NORTHEAST CORNER THEREOF;

THENCE ALONG THE EAST LINE OF SAID PARCEL B FOR THE FOLLOWING EIGHT (8) COURSES:

THENCE SOUTH 00°00'00" WEST 179.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°00'00" WEST 40.00 FEET;

THENCE SOUTH 90°00'00" WEST 107.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 269.71 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 211.83 FEET THROUGH A CENTRAL ANGLE OF 45°00'00";

THENCE SOUTH 45°00'00" WEST 496.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 620.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 349.62 FEET THROUGH A CENTRAL ANGLE OF 32°18'34" TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS NORTH 12°41'26" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 75.84 FEET THROUGH A CENTRAL ANGLE OF 144°50'55";

THENCE SOUTH 22°27'39" WEST 60.00 FEET TO SOUTHEAST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE NORTHERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY ROUTE 64 (U.S. NO. 60), AS PER CALIFORNIA STATE HIGHWAY RIGHT OF WAY MAP XI-RIV-64-F, COLORADO RIVER BRIDGE PLANS, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST;

EXHIBIT "A"
B STREET
LEGAL DESCRIPTION

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 135.92 FEET THROUGH A CENTRAL ANGLE OF 6°16'49";

THENCE NORTH 73°49'10" WEST 180.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 01°40'25" WEST 42.21 FEET;

THENCE NORTH 90°00'00" EAST 193.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 580.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 455.53 FEET THROUGH A CENTRAL ANGLE OF 45°00'00";

THENCE NORTH 45°00'00" EAST 496.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 309.71 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 243.25 FEET THROUGH A CENTRAL ANGLE OF 45°00'00";

THENCE NORTH 90°00'00" EAST 107.50 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 1.73 ACRES, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under the supervision of

 Date: 08/23/12

Robert K Holt, RCE 27943

Expires 3/31/2014

The Holt Group, Inc

201 E Hobsonway

Blythe, CA 92225

(760) 922-4658

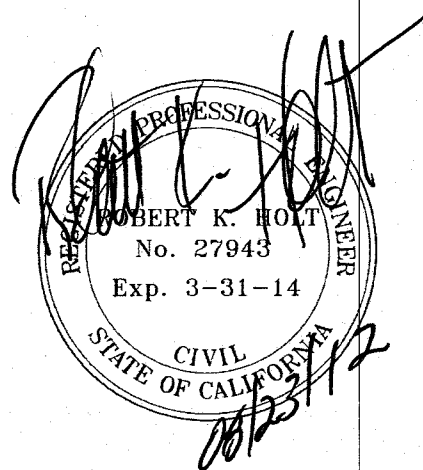
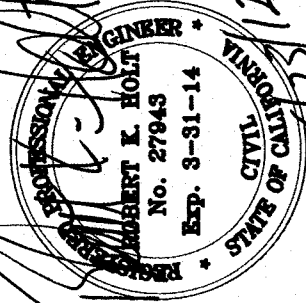
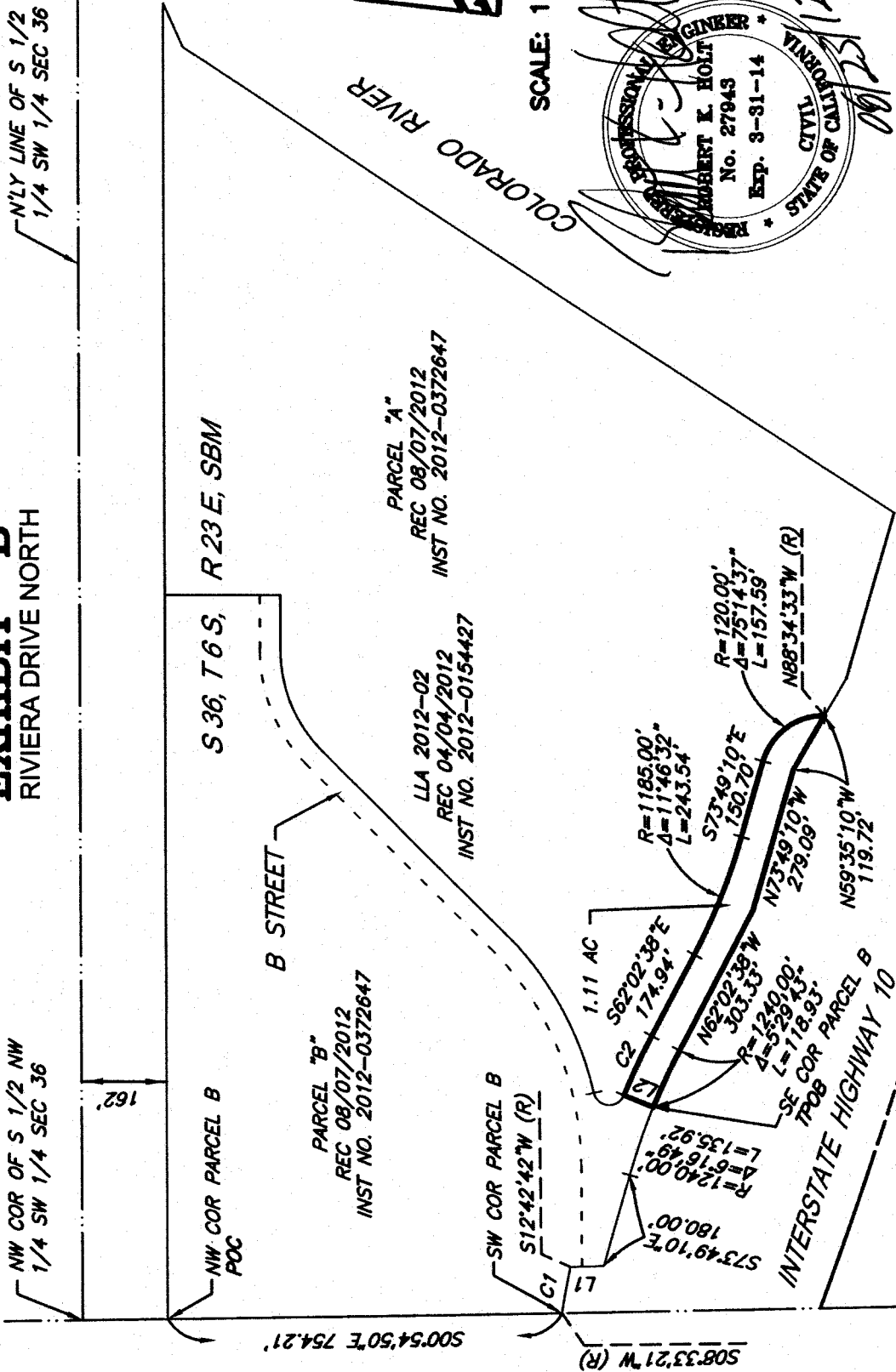


EXHIBIT "B"

NW COR OF S 1/2 NW
1/4 SW 1/4 SEC 36

NLY LINE OF S 1/2 NW
1/4 SW 1/4 SEC 36

SHEET 1 OF 1



THG # 413.007

DATE: 08/22/2012

The Holt Group, Inc.
ENGINEERING PLANNING SURVEYING

201 E. Hobsonway, Blythe, CA. 92225
Phone: (760) 922-4658 Fax: (760) 922-4660
1601 N. Imperial Ave., El Centro, CA. 92243
Phone: (760) 337-3883 Fax: (760) 337-5997

LINE DATA

NO.	BEARING	DISTANCE
L1	S01°40'25"E	63.82'
L2	N22°27'39"E(R)	60.00'

CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	1230.00'	04°09'21"	89.21'
C2	1300.00'	05°29'43"	124.68'

EXHIBIT "A"
RIVIERA DRIVE NORTH
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL A AS DESCRIBED IN GRANT DEED RECORDED AUGUST 7, 2012 AS INSTRUMENT NO. 2012-0372647, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THOSE PORTIONS OF GOVERNMENT LOTS 5 AND 6 IN FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 28, 1874, TOGETHER WITH A PORTION OF THE ACCRETIONAL LANDS LYING SOUTHEASTERLY OF SAID GOVERNMENT LOTS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL B OF SAID GRANT DEED;

THENCE SOUTH 00°54'50" EAST 754.21 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE SOUTHWEST CORNER OF SAID PARCEL B, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1230.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 08°33'21" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 89.21 FEET THROUGH A CENTRAL ANGLE OF 04°09'21", A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 12°42'42" WEST;

THENCE SOUTH 01°40'25" EAST 63.82 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY ROUTE 64 (U.S. NO. 60), AS PER CALIFORNIA STATE HIGHWAY RIGHT OF WAY MAP XI-RIV-64-F, COLORADO RIVER BRIDGE PLANS;

THENCE SOUTH 73°49'10" EAST 180.00 FEET ALONG SAID NORTHERLY LINE TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1240.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 135.92 FEET THROUGH A CENTRAL ANGLE OF 06°16'49" TO THE SOUTHEAST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 22°27'39" EAST 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1300.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 124.68 FEET THROUGH A CENTRAL ANGLE OF 5°29'43";

THENCE SOUTH 62°02'38" EAST 174.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1185.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 243.54 FEET THROUGH A CENTRAL ANGLE OF 11°46'32";

EXHIBIT "A"
RIVIERA DRIVE NORTH
LEGAL DESCRIPTION

THENCE SOUTH 73°49'10" EAST 150.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 157.59 FEET THROUGH A CENTRAL ANGLE OF 75°14'37", A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS NORTH 88°34'33" WEST TO THE SOUTH LINE OF SAID PARCEL A;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL A FOR THE FOLLOWING FOUR (4) COURSES:

THENCE NORTH 59°35'10" WEST 119.72 FEET;

THENCE NORTH 73°49'10" WEST 279.09 FEET ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY ROUTE 64;

THENCE NORTH 62°02' 38" WEST 303.33 FEET ALONG SAID NORTHERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.93 FEET THROUGH A CENTRAL ANGLE OF 5°29'43" TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 1.11 ACRES, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under the supervision of

 Date: 08/23/12

Robert K Holt, RCE 27943

Expires 3/31/2014

The Holt Group, Inc

201 E Hobsonway

Blythe, CA 92225

(760) 922-4658

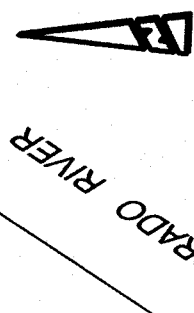
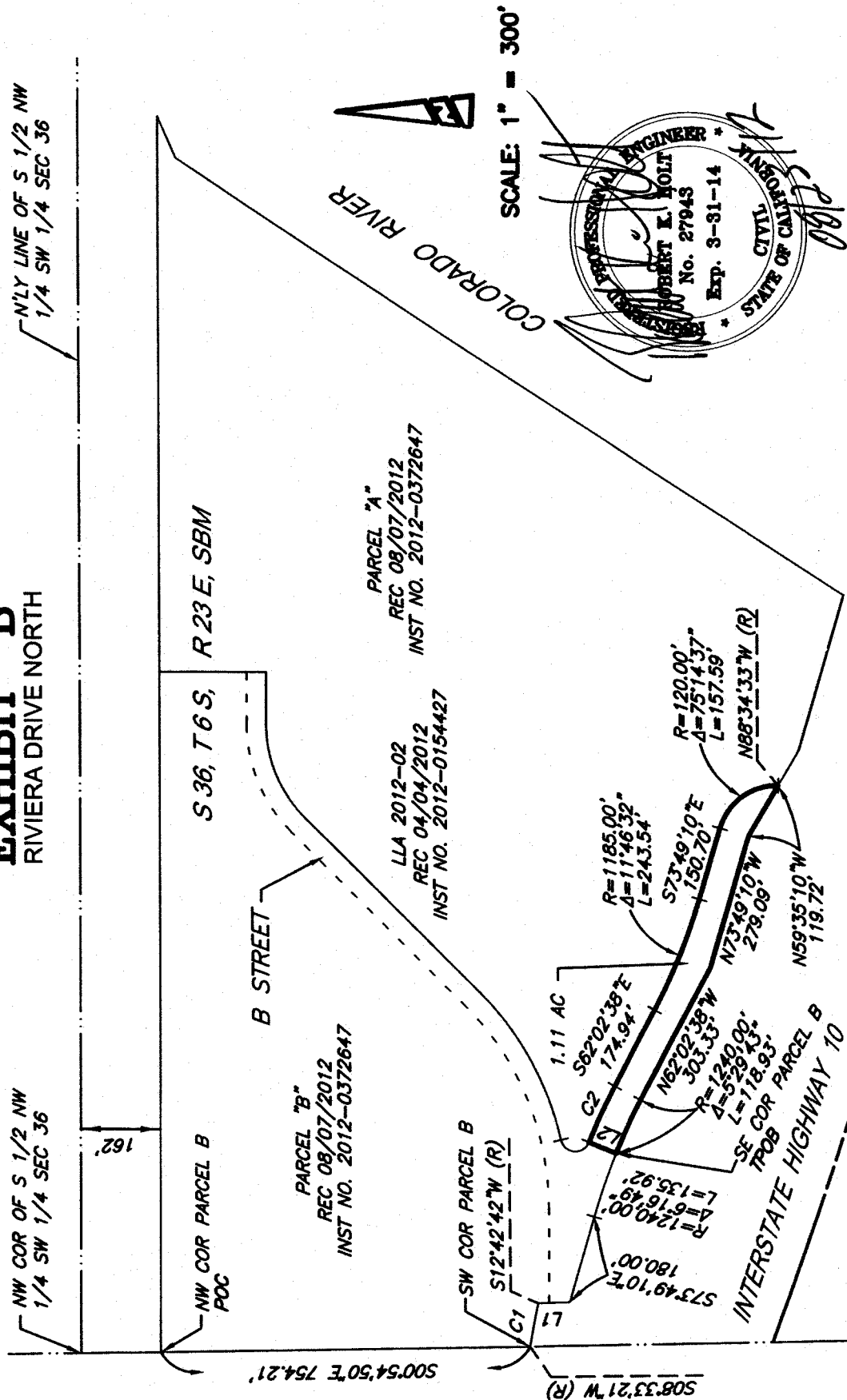


EXHIBIT "B"

RIVIERA DRIVE NORTH

NW COR OF S 1/2 NW
1/4 SW 1/4 SEC 36

N'LY LINE OF S 1/2 NW
1/4 SW 1/4 SEC 36



SCALE: 1" = 300'

THG # 413.007

DATE: 08/22/2012

The Holt Group, Inc.
ENGINEERING PLANNING SURVEYING

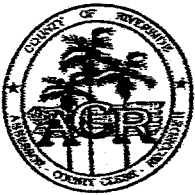
201 E. Hobsonway, Blythe, CA. 92225
Phone: (760) 922-4658 Fax: (760) 922-4660
1601 N. Imperial Ave., El Centro, CA. 92243
Phone: (760) 337-3883 Fax: (760) 337-5997

LINE DATA

NO.	BEARING	DISTANCE
L1	S01°40'25"E	63.82'
L2	N22°27'39"E(R)	60.00'

CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	1230.00'	04°09'21"	89.21'
C2	1300.00'	05°29'43"	124.68'



**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

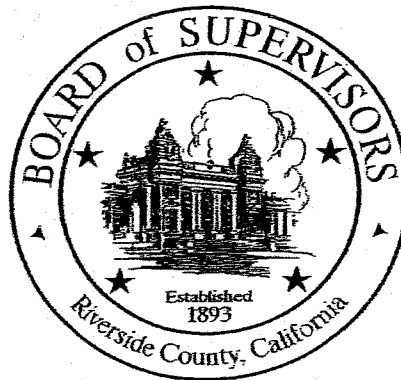
<http://riverside.asrcrkrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date:

11-27-12

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant, Riverside County Clerk of the Board

RECORDING REQUESTED BY:

City of Blythe

WHEN RECORDED MAIL TO:

City of Blythe
Attn: City Manager
235 N. Broadway
Blythe, CA 92225

DOC # 2012-0589512
12/05/2012

Customer Copy Label

The paper to which this label is
affixed has not been compared
with the filed/recorded document

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §6103
NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

PROPERTY: Quechan Park, Blythe, CA
APN: 833-310-014
PARCEL A

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, (hereinafter referred to as "**Grantor**"), hereby grants and conveys to the CITY OF BLYTHE, a California municipal corporation (hereinafter referred to as "**Grantee**"), the fee simple interest in and to that certain real property situated in the County of Riverside, State of California, referenced as Parcel A, more fully described in **EXHIBIT A** attached hereto and incorporated herein by reference ("**Property**").

A. Grantee covenants and agrees, for itself and its successors-in-interest and assigns that it shall not dispose of or sell the Property except in accordance with the provisions of that certain Transfer Agreement dated 11/27/12 ("Agreement") entered into between Grantor and Grantee. In the event that Grantee (a) desires to dispose of the Property having received an unsolicited offer to purchase the Property from a Qualified Purchaser, defined below, (b) desires to dispose of the Property without having received an offer to purchase, or (c) desires to significantly alter the public purpose use of the Property to a non-public purpose use, Grantee shall notify the Grantor within thirty (30) days of the occurrence of any of the above described events. In such case Grantor shall have the first right on whether to acquire the Property back from the Grantee or refuse such acquisition as provided in this section ("Right of First Refusal"). A Qualified Purchaser shall be an independent third party that is not directly or indirectly owned or controlled by or under common control with Grantor or Grantee, and intends to purchase the Property for its own account.

1. In the event that such sale shall be pursuant to an unsolicited written offer ("Offer") from a Qualified Purchaser, which Grantee's City Council has expressed a desire to accept, Grantee shall follow the procedures as set forth below.

1.1 If Grantee receives an Offer it is willing to accept, Grantee shall give Grantor a copy of the Offer and certify to Grantor that the proposed purchaser is a Qualified Purchaser ("Offer Notice").

1.2 Grantor shall have 60 days from the delivery of the Offer Notice ("Acceptance Period") within which to notify the Grantee of its election to purchase the Property under

the terms and conditions specified in the Offer, by giving written notice to the Grantee ("Acceptance Notice") of such election. Grantor has the right, but not the obligation, to purchase the Property back from the Grantee.

1.3 On delivery of the Acceptance Notice, the Grantee and Grantor shall forthwith proceed to consummate the conveyance of the Property on the terms and conditions set forth in the Offer.

1.4 If the Acceptance Notice is not given in a timely manner or if Grantor chooses not to purchase the Property, then the Grantee may thereafter proceed to sell the Property any time within 90 days after the expiration of the Acceptance Period, on the terms and conditions set forth in the Offer, free and clear of any rights of Grantor under this Right of First Refusal with respect to that sale only.

2. In the event that Grantee desires to dispose of the Property without having received an unsolicited Offer, the following procedures shall apply:

2.1 Within 60 days of receiving the Grantee's notice that it desires to dispose of the Property, Grantor shall provide its response on whether Grantor desires to acquire the Property back from the Grantee or refuse such acquisition.

2.2 If Grantor elects to acquire the Property back, the Grantee and Grantor shall proceed to consummate the conveyance of the Property provided the Grantor reimburses the Grantee all portions of the Credit applied in favor of the Grantor and the value of the out of pocket improvements made to the Property by the Grantee minus depreciation. Out of pocket improvements shall mean any documented funds expended by the Grantee to make improvements to the Property where the source of such funds were not donated or granted to the Grantee without the obligation to reimburse.

2.3 If the Grantor's response is not given in a timely manner or if Grantor chooses not to purchase the Property, then the Grantee may thereafter proceed to dispose of the Property free and clear of any rights of Grantor under this Right of First Refusal.

3. In the event that Grantee desires to significantly alter the public purpose/use of the Property to a non-public purpose/use, the following procedures shall apply:

3.1 Prior to taking any action Grantee will first have the obligation to consult with Grantor to determine if Grantor believes the proposed alteration in use constitutes a significant alteration of the public purpose/use of the Property and/or whether the alteration in use would be acceptable to the Grantor. Grantor will provide its response to Grantee in writing within 45 days of receiving the Grantee's proposal. Any determination by Grantor will be made in good faith, taking into account the best interests of the Blythe Community.

3.2 Any such consultation will not automatically trigger a right in Grantor to reacquire the Property. If Grantor determines that the proposed alteration in purpose/use would be significant and will not authorize the change, Grantee may withdraw the proposed alteration without penalty. Grantee retains the right to file any legal challenge to the Grantor's determination based on an assertion that it was not made in good faith or is contrary to the terms of this Agreement.

3.3 If Grantee decides to proceed with an alteration in use contrary to the Grantor's determination, having exhausted its rights to challenge that decision, Grantee shall provide written notice to Grantor within thirty (30) days of that determination. In such case the provisions of 2 will apply, giving Grantor the option to reacquire the Property as provided in that section.

3.4 Nothing in this Section shall limit Grantee's ability to grant special event permits or other permits or approvals related to the temporary use of the Property.

4. Any sale or proposed sale on any other terms and conditions or after expiration of said 90 days shall be a new sale subject to all of the terms of this Right of First Refusal.

5 The Right of First Refusal set forth in this section may not be assigned or transferred by Grantor except to the County of Riverside.

6. This Right of First Refusal shall terminate at the end of the tenth year from the Effective Date of this Agreement.

B. The City acknowledges and accepts that the Property is subject to that certain Lease Agreement dated March 1, 1966 ("State Lease") originally between the County and the State Lands Commission ("SLC") concerning portions of the Colorado River over and upon those certain tide and submerged lands situated in the County of Riverside, State of California. The City shall perform the necessary actions to obtain SLC approval under the State Lease, including the submission of its application to the SLC to seek a new State Lease for a new term in a timely manner. Grantee agrees to take all reasonable action that may be required on its part to assist City in obtaining the requisite approvals.

C. Grantee covenants and agrees, for itself and its successors-in-interest and any assigns, that it shall continue to own and operate the Property for a public purpose, including having a public park component, in accordance with the Agreement. Grantor agrees that Grantee's public use of the Property may involve a portion of the Property having commercial components open to the general public for public use, similar to other Grantor and County properties.

GRANTOR:

Dated: November 27, 2012

RIVERSIDE COUNTY REGIONAL PARK AND
OPEN-SPACE DISTRICT, a special district

By: John J. Benoit

JOHN J. BENOIT

Its: Chairman

ATTEST:

KECIA HARPER-IHEM, Clerk

By: Kecia Harper-Ihem

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel

SYNTHIA M. GUNZEL

DATE 11-14-12

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

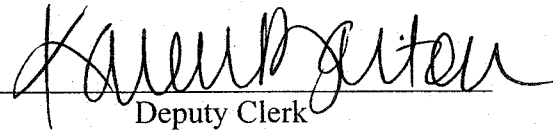
On November 27, 2012, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Directors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Directors

By:


Deputy Clerk

(SEAL)

**EXHIBIT A TO
GRANT DEED**

Legal Description of Property

[attached behind this page]

EXHIBIT A
LEGAL DESCRIPTION PARCEL "A"

PARCEL "A"

BEING PORTIONS OF PARCEL 1 AND PARCEL 3 AS DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS INSTRUMENT NO. 430266, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THOSE PORTIONS OF GOVERNMENT LOTS 5 AND 6 IN FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 28, 1874, TOGETHER WITH A PORTION OF THE ACCRETIONAL LANDS LYING SOUTHEASTERLY OF SAID GOVERNMENT LOTS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH $00^{\circ}54'50''$ EAST 162.02 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO A POINT LYING PARALLEL WITH AND 162.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH $89^{\circ}59'00''$ EAST 1382.07 FEET ALONG SAID PARALLEL LINE AND THE NORTH LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $89^{\circ}59'00''$ EAST 1125.49 FEET TO A POINT ON THE MEANDER LINE OF THE WEST BANK OF THE COLORADO RIVER AS ESTABLISHED BY UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 28, 1874;

THENCE SOUTH 65°57' WEST (FORMERLY RECORDED SOUTH 66°00' WEST) 91.39 FEET ALONG SAID MEANDER LINE TO A POINT WHICH IS DISTANT 136.75 FEET WHEN MEASURED ALONG SAID LINE, FROM THE MOST SOUTHWESTERLY END OF THAT SEGMENT HAVING A BEARING OF NORTH 66°00' WEST, AND BEING 11.03 CHAINS IN LENGTH, AS SHOWN ON UNITED STATES GOVERNMENT PLAT OF SAID SURVEY OF 1874;

THENCE SOUTH 33°07'50" WEST 1620.44 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY ROUTE 64 (U.S. NO. 60), AS PER CALIFORNIA STATE HIGHWAY RIGHT OF WAY MAP XI-RIV-64-F, COLORADO RIVER BRIDGE PLANS;

THENCE NORTH 73°49'10" WEST 330.00 FEET ALONG SAID NORTHERLY LINE;

THENCE NORTH 59°35'10" WEST 203.35 FEET;

THENCE NORTH 73°49'10" WEST 279.09 FEET ALONG SAID NORTHERLY LINE;

THENCE NORTH 62°02' 38" WEST 303.33 FEET ALONG SAID NORTHERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.93 FEET THROUGH A CENTRAL ANGLE OF 5°29'43", A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST;

THENCE NORTH 22°27'39" EAST 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 75.84 FEET THROUGH A CENTRAL ANGLE OF 144°50'55" TO THE TO THE SOUTHERLY RIGHT OF WAY LINE OF B STREET (40.00 FEET IN WIDTH) AS SHOWN ON RIVERSIDE COUNTY MAP NO. 818-RR, , ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 620.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS NORTH 12°41'26" WEST;

THENCE ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING FOUR (4) COURSES:

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 349.62 FEET THROUGH A CENTRAL ANGLE OF 32°18'34";

THENCE NORTH 45°00'00" EAST 496.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 269.71 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 211.83 FEET THROUGH A CENTRAL ANGLE OF 45°00'00";

THENCE NORTH 90°00'00" EAST 107.50 FEET;

THENCE NORTH 00°00'00" EAST 219.94 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RIGHT OF WAY AND EASEMENTS OF RECORD, INCLUDING TAKING OF ACCESS RIGHTS BY THE STATE OF CALIFORNIA IN EMINENT DOMAIN PROCEEDINGS ENTITLED PEOPLE OF THE STATE OF CALIFORNIA, ETC VS. ANNE C. EVANS, AT EL., NO. 68131, FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE.

SAID DESCRIBED PARCEL CONTAINING 34.19 ACRES, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

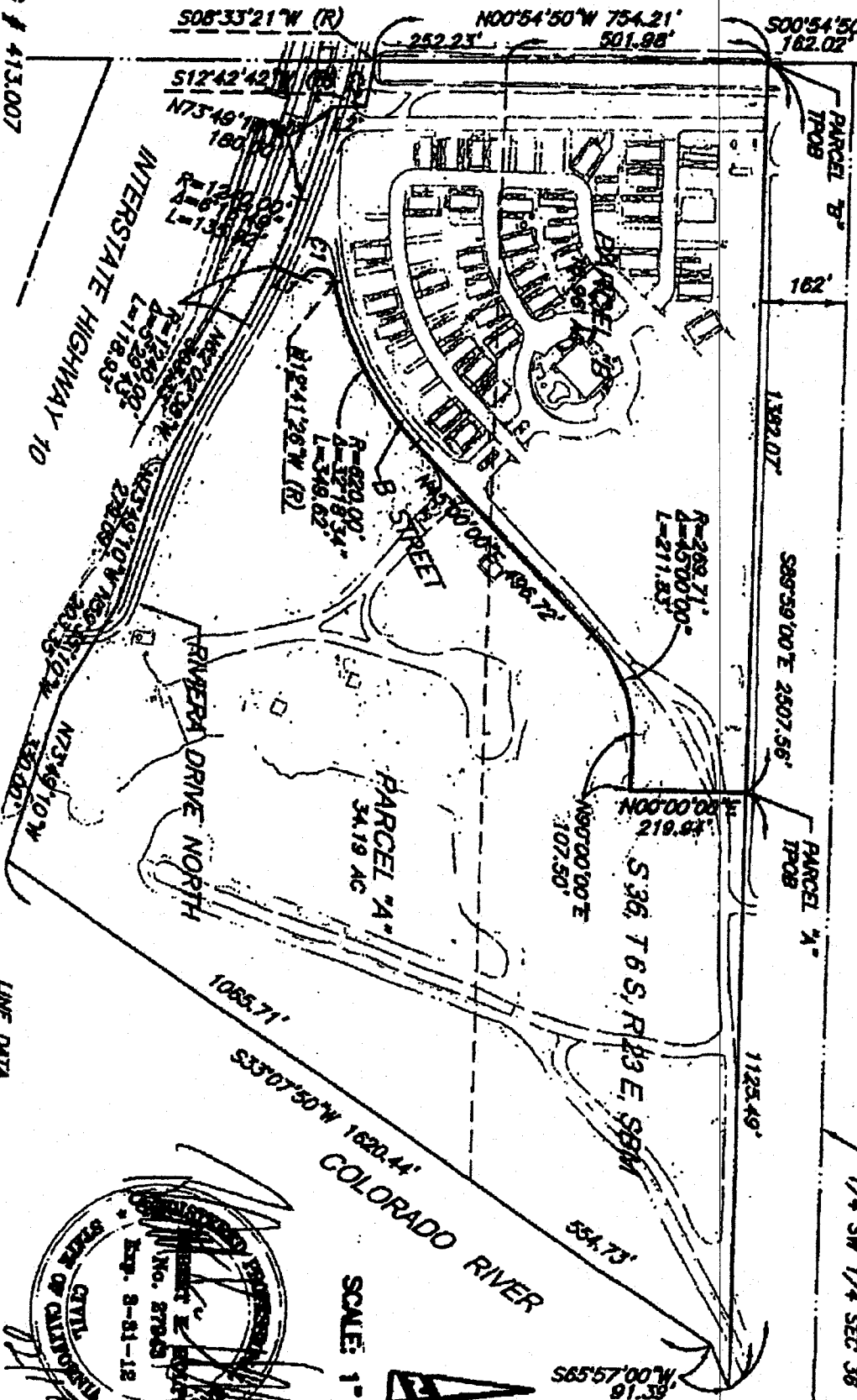
EXHIBIT "D"

SHEET 1 OF 1

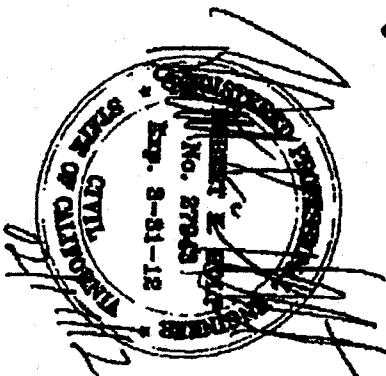
NW COR OF S 1/2 NW
1/4 SW 1/4 SEC 36
POC

MAP SHOWING ADJUSTED LOT LINES AND SITE PLAN

NLY LINE OF S 1/2 NW
1/4 SW 1/4 SEC 36



SCALE: 1" = 300'



THG # 413007
DATE: 02/16/2012

The Holt Group, Inc.
ENGINEERING PLANNING SURVEYING

201 E. Hobsonway, Blythe, CA. 92225
Phone: (760) 922-4658 Fax: (760) 922-4660
1601 N. Imperial Ave., El Centro, CA. 92243
Phone: (760) 337-3883 Fax: (760) 337-5997

LEGEND:
NEW LOT LINE
EXISTING LOT LINE TO REMAIN
EXISTING LOT LINE TO BE DELETED

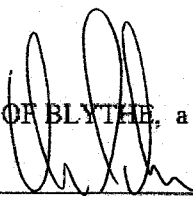
LINE DATA		
NO.	BEARING	DISTANCE
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L2	N01°40'25"W	63.82'

CURVE DATA			
NO.	RADIUS	DELTA	ARC
C1	30.00'	144°30'55"	75.84'
C2	1230.00'	04°09'21"	69.21'

**CERTIFICATE OF ACCEPTANCE
CITY OF BLYTHE**

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, to CITY OF BLYTHE, a California municipal corporation, is hereby accepted by order of the Council on October 9, 2012 and the CITY OF BLYTHE, consents to recordation thereof.

Dated 11/15/12


CITY OF BLYTHE, a California municipal corporation

By _____

ATTACHED TO: GRANT DEED
PROPERTY: Quechan Park, Blythe, CA
APN: 833-310-014



**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

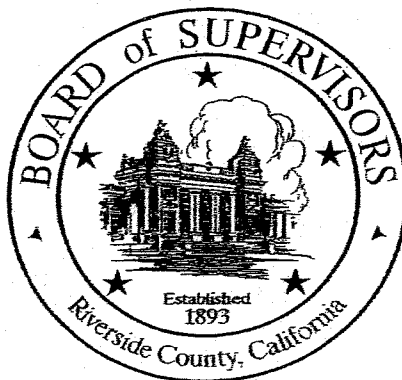
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CERTIFICATION

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(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date:

11-27-12

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant, Riverside County Clerk of the Board