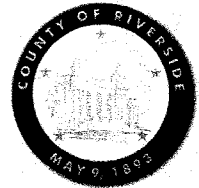


953

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



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

June 13, 2013

SUBJECT: Resolution No. 2013-011, Authorization to Convey Fee Simple Interests in Real Property from the County of Riverside to the Western Riverside County Regional Conservation Authority

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15325(a) and Section 15061(b)(3);
2. Adopt Resolution No. 2013-011, Authorization to Convey Fee Simple Interests in Real Property from the County of Riverside (County) to the Western Riverside County Regional Conservation Authority (RCA), located in the western/southwestern of Riverside County, California, as described and listed on Attachment A (Properties), by Grant Deeds;

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

**FINANCIAL
DATA**

Current F.Y. Total Cost: \$ 0
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None

Date: June 25, 2013

xc:

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

3-9

Prev. Agn. Ref.: 3-9 of 3/26/13

District: 3

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Approve the attached Memorandum of Understanding (MOU) between the County and RCA and authorize the Chairman of the Board of Supervisors to execute the MOU on behalf of the County;
4. Authorize the Chairman of the Board of Supervisors to execute the Grant Deeds for each of the Properties to complete the conveyance of fee simple interests in real property to RCA;
5. Approve the attached assignment and assumption agreements by and between the County, RCA and the State of California, Wildlife Conservation Board listed in Attachment A for each of the Properties and authorize the Chairman of the Board of Supervisors to execute each agreement on behalf of the County; and
6. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer any other necessary actions to complete this transaction.

BACKGROUND:

Western Riverside County has a diverse ecosystem supporting a wide range of plant and animal species, including 32 currently listed species, with additional listed species anticipated in the future. Riverside County faces the doubling of its population over the next 20 to 25 years, which will require new infrastructure development. To ensure sensitive species and their habitat are protected in spite of anticipated development, the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) was created. Western Riverside County Regional Conservation Authority (RCA) was created to implement and administer the MSHCP.

The MSHCP is a multi-jurisdictional habitat conservation plan focusing on the conservation of both sensitive species and associated habitats to address biological and ecological diversity conservation needs in Western Riverside County, setting aside undisturbed land for the conservation of sensitive habitats while preserving open space and recreational opportunities. The MSHCP addresses the potential impacts of urban growth, natural habitat loss and species endangerment, and creates a plan to mitigate for the potential loss of covered species and their habitats due to direct and indirect impacts of future development of both private and public lands within the MSHCP Plan Area.

In anticipation of the then-forthcoming MSHCP, the County began acquiring real property that possessed important wildlife and habitat value for future inclusion in the MSHCP with funds received from the California Wildlife Conservation Board (WCB) grant programs and funds collected through the MSHCP mitigation fee program (Riverside County Ordinance No. 810).

BACKGROUND: (Continued)

Pursuant to California Environmental Quality Act, the conveyance of the fee simple interests in real property (Project) to the Western Riverside County Regional Conservation Authority (RCA), was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15325(a) – Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Section 15061(b)(3). The Project commits the County to the transfer of title in interests of real property where preservation of the natural conditions of the land is intended and because it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment. This Project does not allow specific development or physical activities on any of the property; the Project is merely the transferring title of real property interests by the County to RCA.

On March 26, 2013, the Board adopted Resolution No. 2013-010, a Notice of Intention to Convey Fee Simple Interests in real property from the County to RCA as listed in Attachment A and depicted in Attachment B by Grant Deed and notice was also published by the Clerk of the Board as provided in Section 6061 of the Government Code. RCA will assume all responsibilities of ownership, including but not limited to managing, monitoring and maintaining the above-referenced real properties consistent with the wildlife and plant life conservation purposes of the MSHCP and subject to Assignment and Assumption Agreements for each of the properties

For each of the six properties, the County, RCA and WCB intend to enter into an Assignment and Assumption of Sub-grant Agreement for the Acquisition of Fee Interest and Consent to Assignment and Assumption to consent to the terms and conditions for these conveyances made by the County to RCA. The property listed first on Attachment A and referenced as the Gentry property is subject to a grant and subgrant agreement; therefore, there are 7 total assignment and assumption agreements associated with the conveyance of the 6 properties listed.

ATTACHMENTS:

Attachment A – List of properties

Attachment B – Depiction of properties

Memorandum of Understanding between County and RCA

Grant Deeds with legal descriptions and depictions for each of the properties

Assignment Agreements between County, RCA and WCB (7)

Titled: Assignment and Assumption of Grant Agreement for the Acquisition of Fee Interest and Consent to Assignment and Assumption with corresponding Notice/Memorandum of Unrecorded Grant Agreement (5)

Titled: Assignment and Assumption of Agreement to Subgrant for the Acquisition of Fee Interest and Consent to Assignment and Assumption with corresponding Notice/Memorandum of Unrecorded Agreement of Subgrant (1)

Titled: Assignment and Assumption of Subgrant Agreement for the Acquisition of Fee Interest and Consent to Assignment and Assumption with corresponding Notice/Memorandum of Unrecorded Subgrant Agreement (1)

Q53

Board of Supervisors

County of Riverside

RESOLUTION NO. 2013-011

AUTHORIZATION TO CONVEY FEE SIMPLE INTERESTS IN REAL PROPERTY FROM THE
COUNTY OF RIVERSIDE TO THE WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY

(Assessor's Parcel Numbers listed on Attachment A)

WHEREAS, Western Riverside County has a diverse ecosystem supporting a wide
range of plant and animal species;

WHEREAS, to ensure sensitive species and their habitat are protected in spite of
anticipated development, the Western Riverside Multiple Species Habitat Conservation Plan
(MSHCP) was created;

WHEREAS, the County of Riverside (County) began acquiring real property between
2001 and 2004 with Wildlife Conservation Board grant funds and other funds designated for the
purchase of MSHCP properties that possess important wildlife and habitat value in anticipation
and future inclusion of the then-forthcoming MSHCP with the intention to transfer all real
property interests to the Western Riverside County Regional Conservation Authority (RCA) at a
later date;

WHEREAS, the Western Riverside County Regional Conservation Authority (RCA) was
created in 2004 to implement the MSHCP;

WHEREAS, the County and RCA now intend to enter into a Memorandum of
Understanding to provide the terms and conditions for the conveyance of the real property
interests from County to RCA;

WHEREAS, the County intends to convey its fee simple interests of the properties listed
in Attachment "A" and depicted in Attachment "B", attached hereto and by this reference
incorporated here, to the Western Riverside County Regional Conservation Authority by Grant
Deeds;

WHEREAS, RCA will assume all responsibilities of ownership, including but not limited
to managing, monitoring and maintaining the above-referenced real properties consistent with

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL 6-7-13
DATE

JUN 25 2013 3-9

1 the wildlife and plant life conservation purposes of the MSHCP and subject to associated grant
2 and subgrant agreements; and

3 WHEREAS, on March 26, 2013, the Board of Supervisor of the County of Riverside
4 adopted Resolution No. 2013-010, a Notice of Intention to Convey the Fee Simple Interests in
5 Real Property from the County of Riverside to the Western Riverside County Regional
6 Conservation Authority; now, therefore,

7 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors
8 (Board) of the County of Riverside, California, in regular session assembled on or after June
9 25, 2013, at 9:00 am in the meeting room of the Board of Supervisors located on the 1st floor of
10 the County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the
11 conveyance of the properties listed in Attachment "A" by Grant Deeds.

12 BE IT FURTHER RESOLVED AND DETERMINED that the Board approves the
13 Memorandum of Understanding (MOU) between the County and RCA and the Chairman of the
14 Board of Supervisors of the County of Riverside is authorized to sign the MOU on behalf of the
15 County.

16 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board is
17 authorized to execute the Grant Deeds to complete the conveyances of the fee simple interests
18 in real property and this transaction.

19 BE IT FURTHER RESOLVED AND DETERMINED that the Board approves the
20 Assignments and Assumption Agreements listed in Attachment "A" by and between WCB, RCA
21 and County of Riverside and authorizes the Chairman of the Board to execute the agreements
22 on behalf of the County.

23 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
24 Officer/EDA or his designee, is authorized to execute any other documents and administer any
25 other necessary actions to complete this transaction.

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

28 JF:ra/050813/15.544 S:\Real Property\TYPING\Docs-15.500 to 15.999\15.544.doc

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2 RESOLUTION NO. 2013 – 011

3 AUTHORIZATION TO CONVEY FEE SIMPLE INTERESTS IN REAL PROPERTY FROM THE
4 COUNTY OF RIVERSIDE TO THE WESTERN RIVERSIDE COUNTY REGIONAL
5 CONSERVATION AUTHORITY

6 ADOPTED by Riverside County Board of Supervisors on June 25, 2013.

7 ROLL CALL:

8 Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
9 Nays: None
Absent: None

10
11
12 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
13 Supervisors on the date therein set forth.

14 KECIA HARPER-IHEM, Clerk of said Board

15
16 By: _____
Deputy

17
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19
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23 06.25.13 3-9
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ATTACHMENT "A"

State Parcel References	County Parcel References	Area	Assessor Parcel Numbers	Parcel Size (Acres)
North Warm Springs Creek Conservation Area (ID# 2004017)	#1 Gentry	Southwest	900-050-036	29.49 acres
Wilson Creek Riparian Corridor (ID # 2003063)	#2 JPR	REMAP	579-390-011; 579-160-022, -023, -024, -025	887.68 acres
Triple Creeks Conservation Area (Bachelor Mountain)	#3 Lake Skinner	Southwest	472-200-003, -004; 472-210-001, -005	293.08 acres
Triple Creeks Conservation Area (Endres)(ID# 2001180)	#4 Larson Endres	Southwest	472-090-006	40.66 acres
French Valley Conservation Area, Exp. 1	#5 Ledbetter	Southwest	964-110-040, -041	41.27 acres
Triple Creeks Conservation Area (Briggs Ranch)(ID# 2001180)	#6 McElhinney Stimmel	Southwest	388-270-008, -009, -010, -015; 472-050-001, -004, -005; 480-010-001, -002	365.91 acres



900070001
Winchester 700 (#1)

County Parcel #2
5 APNs

579020010
JPR Acquisition

579420004
Reden Phase III

579420005
Walker Acquisition

579420006
Walker #2 Walker #1

579420007
Walker #2 Walker #1

579420008
Walker #2 Walker #1

579420009
Walker #2 Walker #1

579420010
Walker #2 Walker #1

579420011
Walker #2 Walker #1

579420012
Walker #2 Walker #1

579420013
Walker #2 Walker #1

579420014
Walker #2 Walker #1

579420015
Walker #2 Walker #1

579420016
Walker #2 Walker #1

579420017
Walker #2 Walker #1

579420018
Walker #2 Walker #1

579420019
Walker #2 Walker #1

579420020
Walker #2 Walker #1

579420021
Walker #2 Walker #1

579420022
Walker #2 Walker #1

579420023
Walker #2 Walker #1

579420024
Walker #2 Walker #1

579420025
Walker #2 Walker #1

579420026
Walker #2 Walker #1

579420027
Walker #2 Walker #1

579420028
Walker #2 Walker #1

579420029
Walker #2 Walker #1

579420030
Walker #2 Walker #1

579420031
Walker #2 Walker #1

County Parcel #3
4 APNs

472200007
Lake Skinner Habitat Acquisition

472200003
Lake Skinner Habitat Acquisition

472210004
Lake Skinner Habitat Acquisition

472210005
Lake Skinner Habitat Acquisition

472230001
Lake Skinner Recreation Area

County Parcel #4

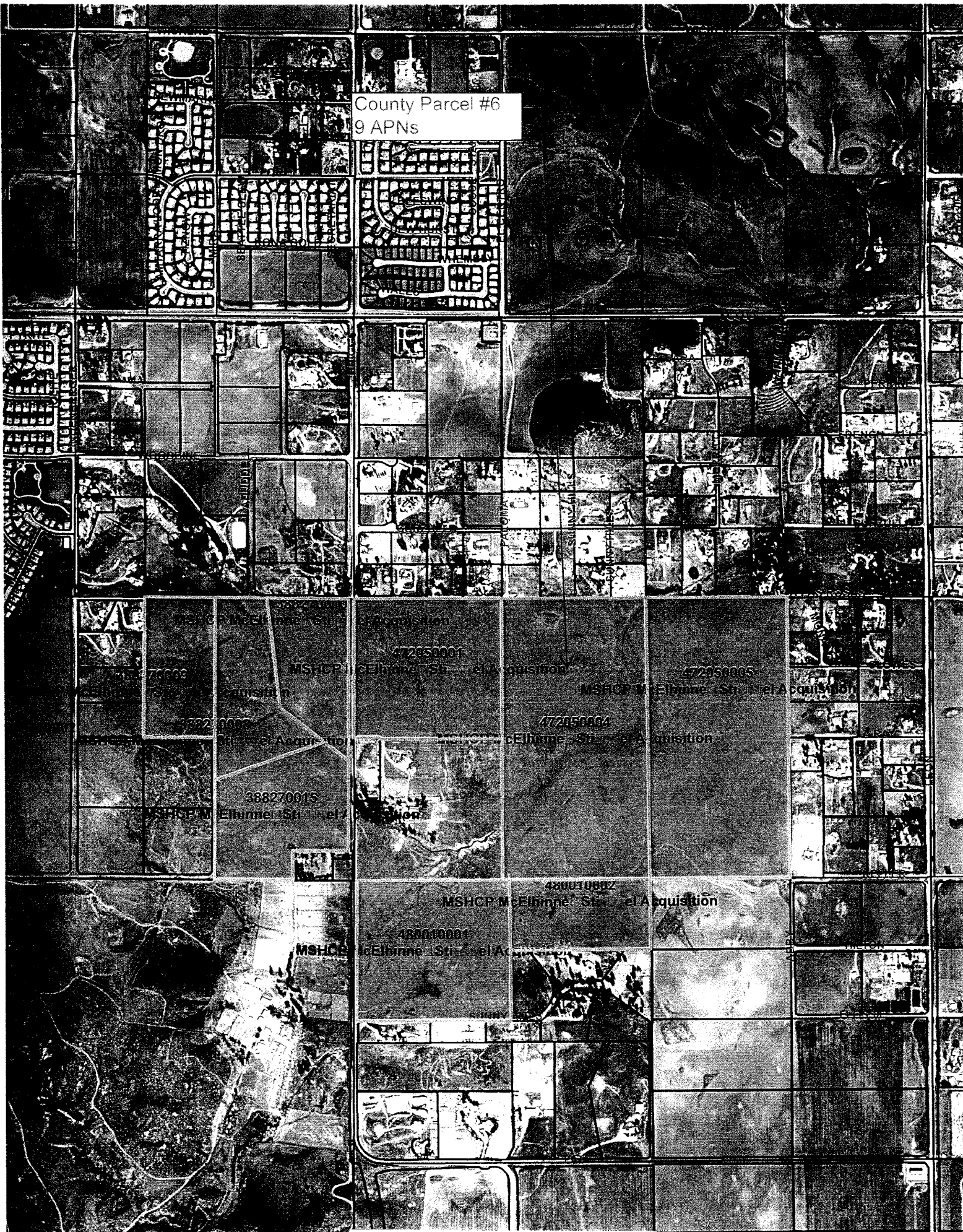
472190066
JCP Larson Entries Acquisition

Attachment "B"

This is a high-contrast, black and white aerial photograph of a rural landscape. The image is divided into several distinct areas. In the upper right, there is a cluster of buildings and structures, with the word "RICE" printed above them. To the left of this cluster, a white rectangular box contains the text "County Parcel #5" and "2 APNs". Below the buildings, a road or path is visible, with the word "BOTTLE" printed near it. In the center of the image, a large, dark, irregularly shaped area is outlined, possibly representing a field or a specific land parcel. Below this area, the text "96410071" and "LAWSON TRUST HOLDING CORPORATION" is printed. The bottom portion of the image shows a large, dark, irregularly shaped area, possibly a field or a body of water, with some faint lines and shapes visible. The overall image has a grainy, high-contrast appearance, typical of an aerial photograph.

Attachment "E"

County Parcel #6
9 APNs



**MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
THE COUNTY OF RIVERSIDE REGARDING THE
CONVEYANCE OF SIX (6) PROPERTIES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and effective June 25, 2013, by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority, ("RCA") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County"). RCA and the County are sometimes collectively referred to herein as the "PARTIES."

RECITALS

- A. Western Riverside County has a diverse ecosystem supporting a wide range of plant and animal species, including 32 currently listed species, with additional listed species anticipated in the future; and
- B. Riverside County faces the doubling of its population over the next 20 to 25 years, which will require new infrastructure development; and
- C. To ensure sensitive species and their habitat are protected in spite of the anticipated development, the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") was created; and
- D. The MSHCP is a multi-jurisdictional habitat conservation plan focusing on the conservation of both sensitive species and associated habitats to address biological and ecological diversity conservation needs in western Riverside County, setting aside undisturbed land for the conservation of sensitive habitats while preserving open space and recreational opportunities. The MSHCP addresses the potential impacts of urban growth, natural habitat loss and species endangerment, and creates a plan to mitigate for the potential loss of covered species and their habitats due to direct and indirect impacts of future development of both private and public lands within the MSHCP Plan Area; and
- E. To fulfill the purpose of the MSHCP, the Parties contemplated the acquisition of a substantial amount of conservation and open space lands within the County's jurisdiction and the transfer such lands to RCA to implement the MSHCP's conservation purposes; and
- F. In anticipation of the then-forthcoming MSHCP, the County began acquiring real property that possessed important wildlife and habitat value for future inclusion in the MSHCP with funds received from the California Wildlife Conservation Board grant programs and funds collected through the MSHCP mitigation fee program (Riverside County Ordinance No. 810); and

- G. The California Wildlife Conservation Board granted funds to the County specifically for land acquisitions for the purpose of habitat conservation whereby the County was required to agree to the terms and conditions to accept the grant funds, enter into grant or subgrant agreements ("Grant Agreements") and record memorandum of unrecorded grant agreements against each of the Properties; and
- H. The County is the owner of approximately 1658.09 acres of real property located in or near the cities of Menifee and Murrieta and in unincorporated Riverside County, consisting of the following (the "Properties"):
1. Gentry: 29.49 acres, Southwest Area (APN 900050036), more particularly described in the legal descriptions referenced in the Grant Deed appended as Attachment 1-A and parcel map appended as Attachment 1-B; and
 2. JPR Inc: 887.68 acres, REMAP Area (APNs 579390011, 579160022, 579160023, 579160024, 579160025), more particularly described in the legal descriptions referenced in the Grant Deed appended as Attachment 2-A and parcel map appended as Attachment 2-B; and
 3. Lake Skinner Investors: 293.08 acres, Southwest Area (APNs 472200003, 472200004, 472210001, 472210005), more particularly described in the legal descriptions referenced in the Grant Deed appended as Attachment 3-A and parcel map appended as Attachment 3-B; and
 4. Larson/Endres: 40.66 acres, Southwest Area (APN 472090006), more particularly described in the legal descriptions referenced in the Grant Deed appended as Attachment 4-A and parcel map appended as Attachment 4-B; and
 5. Ledbetter Trust: 41.27 acres, Southwest Area (APNs 964110040 and 964110041), more particularly described in the legal descriptions referenced in the Grant Deed appended as Attachment 5-A and parcel map appended as Attachment 5-B; and
 6. McElhinney/Stimmel: 365.91 acres, Sun City, Menifee, Southwest Areas (APNs 388270008, 388270009, 388270010, 388270015, 472050001, 472050004, 472050005, 480010001, 480010002), more particularly described in the legal descriptions referenced in the Grant Deed appended as Attachment 6-A and parcel map appended as Attachment 6-B; and
- I. RCA desires to acquire the Properties, add the Properties as Additional Reserve Land in the conservation area identified in the MSHCP, and manage the Properties consistent with the wildlife and plant life conservation purposes of the MSHCP; and
- J. The County now desires to transfer ownership in fee of the Properties to RCA, with prior consent by the State of California, Wildlife Conservation Board

("WCB"), for its inclusion in the MSHCP Conservation Area and for the purpose of management and monitoring pursuant to the provisions of the MSHCP as soon as possible in compliance with all requirements of state law, rules and regulations of the County for transferring real property, and subject to the grant and subgrant agreements between the County and the WCB; and

- K. The County may convey said Properties to RCA pursuant to Section 25365 of the Government Code; and
- L. Consent by the WCB to the transfer of the Properties is provided in each respective assignment and assumption agreements to the grant or subgrant agreements ("Assignments") for each of the Properties between the County, RCA and WCB; and
- M. Concurrently with this MOU and the Grant Deeds to convey the Properties to RCA, the Parties intend to enter into the Assignments whereby County will assign and RCA will assume the rights and responsibilities of the respective grant agreements encumbering the Properties;

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

1. County will:

a. Convey, assign and transfer, without establishment of an escrow, free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), bonds, assessments, and taxes except for (i) the express conditions provided in the transfer documents; (ii) liens for non-delinquent property taxes and assessments, and (iii) those liens and encumbrances, exceptions and easements which, are acceptable and consistent with the MSHCP.

b. Execute the Assignment Agreements described herein for each of the Properties in a form acceptable to County Counsel.

2. RCA shall:

a. Accept ownership of the Properties; provided however, that if RCA determines that any of the Properties are no longer needed for the MSHCP or RCA designates any of the Properties as surplus property ("Designated Property"), then RCA shall provide written notice to the County that the Designated Property may be conveyed back to the County. Within ninety (90) days of receiving RCA's notice, the County shall respond to RCA in writing whether it wishes to exercise its power of termination and right of re-entry for the Designated Property. If the County fails to respond within ninety (90) days or if it determines that it does not wish to exercise its power of termination and right of re-entry, then the RCA may dispose of the Designated Property pursuant to

RCA's policies and state law provided such disposition is in compliance with the Grant Agreements and Assignments.

b. Take all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining this Property consistent with the requirements of the MSHCP.

c. Execute the Assignment Agreements described herein for each of the Properties in a form acceptable to RCA General Counsel.

3. **Time for Conveyance.** Execution and delivery of the deed by the County to RCA shall occur within 30 days after, or a reasonable time thereafter, each Party has obtained authorization from its respective governing body. Parties may mutually agree in writing to extend the time for performance of the conveyance.

4. **Changes or Modifications.** No part of this MOU may be modified, altered, amended, waived, or changed without the express written consent of the Parties hereto.

5. **Notice.** As used in this MOU, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when delivered via facsimile with confirmation from the receiving party via return fax; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows, until such time as a party gives notice of a change of address in accordance with the terms of this section:

COUNTY

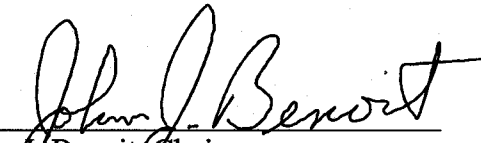
Attn: Executive Officer
4080 Lemon St., 4th Floor
Riverside, CA 92501
Phone: (951) 955-1100
Fax: (951) 955-1105

RCA

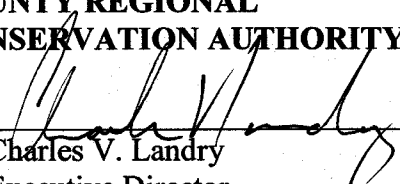
Attn: Executive Director
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502-1667
Phone: (951) 955-9700
Fax (951) 955-8873

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed as of the date first above written.

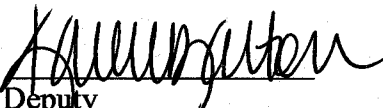
COUNTY OF RIVERSIDE

By: 
John J. Benoit, Chairman
Board of Supervisors

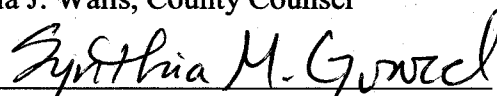
**WESTERN RIVERSIDE
COUNTY REGIONAL
CONSERVATION AUTHORITY**

By: 
Charles V. Landry
Executive Director

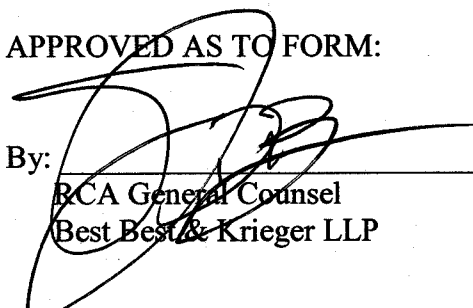
ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

By: 
Cynthia M. Gunzel,
Deputy County Counsel

APPROVED AS TO FORM:

By: 
RCA General Counsel
Best Best & Krieger LLP

ATTACHMENT 1-A

GRANT DEED

[Attached]

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: **MULTIPLE SPECIES HABITAT
CONSERVATION PLAN**
APN: **900050036**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**, a public agency and joint powers authority, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal

determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2012.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

**EXHIBIT A
TO GRANT DEED**

Legal Description of Property
[APN 900050036]

EXHIBIT A
(Legal Description)

PARCEL "A"

That portion of the southeast one-quarter of Section 2, Township 7 South, Range 3 West, S.B.M., described as follows:

BEGINNING at the Northeast corner of the South one-half of the North one-half of the Northeast one-quarter of the Southeast one-quarter of said Section 2;

Thence S. $00^{\circ} 39' 17''$ E. along the East line of said Section 2, a distance of 1326.66 feet to the Southeast corner of the North one-quarter of the North one-half of the Southeast one-quarter of the Southeast one-quarter of said Section 2;

Thence N. $89^{\circ} 25' 44''$ W. along the South line of the North one-half of the North one-half of the Southeast one-quarter of the Southeast one-quarter of said Section 2 a distance of 904.68 feet;

Thence N. $09^{\circ} 39' 01''$ E. a distance of 245.63 feet;

Thence N. $27^{\circ} 47' 38''$ E. a distance of 63.63 feet;

Thence N. $07^{\circ} 42' 44''$ E. a distance of 662.42 feet;

Thence N. $89^{\circ} 28' 13''$ W. a distance of 832.89 feet to the centerline of Los Alamos Road shown on Parcel Map 5232, as shown by map on file in book 9 of Parcel Maps, at page 28 thereof, records of Riverside County, Ca. said centerline also being the southeasterly line of that certain strip of land described in Correction Grant Deed in favor of the County of Riverside recorded September 18, 1973 as instrument no. 120790, Official Records of Riverside County, Ca;

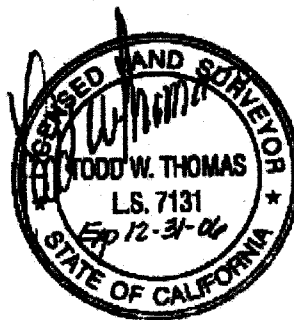
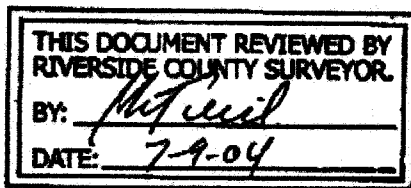
Thence northerly along said centerline of Los Alamos Road on a non-tangent curve concave to the southeast, having a radius of 300.00 feet, through an angle of $21^{\circ} 22' 33''$, a distance of 111.92 feet (the initial radial line from the radius point bears N. $61^{\circ} 50' 56''$ W.).

Thence continuing northerly along said centerline of Los Alamos Road on a reverse curve concave to the northwest, having a radius of 320.20 feet, through an angle of $40^{\circ} 35' 00''$, a distance of 226.80 feet (the initial radial line from the radius point bears S. $40^{\circ} 28' 23''$ E.).

Thence N. $08^{\circ} 56' 37''$ E. continuing along said centerline of Los Alamos Road, a distance of 85.93 feet to the North line of the South one-half of the North one-half of the Northwest one-quarter of the Southeast one-quarter of said Section 2;

Thence S.89° 33' 59" E., along the North line of the South one-half of the North one-half of the Northwest one-quarter of the Southeast one-quarter of said Section 2, and also along the North line of the South one-half of the North one-half of the Northeast one-quarter of the Southeast one-quarter of said Section 2 a distance of 1371.02 feet to the POINT OF BEGINNING of the parcel of land being described.

The above described parcel of land contains 30.00 acres, more or less.



WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED
[APN 900050036]**

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2013, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**

a public agency and joint powers authority

By: _____
**Charles V. Landry
Executive Director**

ATTACHMENT 1-B

MAP

[Attached]

County Parcel #1

900050036
Gentry Habitat Acquisition

900070001
Winchester 700 (#1)

ATTACHMENT 2-A

GRANT DEED

[Attached]

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

**PROJECT: MULTIPLE SPECIES HABITAT
 CONSERVATION PLAN**

APNs: 579390011, 579160022, 579160023, 579160024, 579160025

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority**, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal

determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2013.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

**EXHIBIT A
TO GRANT DEED**

Legal Description of Property

[APNs 579390011, 579160022, 579160023, 579160024, 579160025]

EXHIBIT A
(Legal Description)

The real property situated in the County of Riverside, State of California described as follows:

PARCELS 9, 34, 47, 48 AND 49 OF PARCEL MAP 16054 ON FILE IN BOOK 98, PAGES 24 THROUGH 31, INCLUSIVE OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS IN SAID LAND, AS RESERVED IN PATENT RECORDED JUNE 21, 1927 IN BOOK 9, PAGE 242 OF PATENTS, RIVERSIDE COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS IN SAID LAND, AS RESERVED IN PATENT RECORDED MAY 12, 1933 IN BOOK 124, PAGE 187 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS.

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APNs 579390011, 579160022, 579160023, 579160024, 579160025]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2013, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**

a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

ATTACHMENT 2-B

MAP

[Attached]

County Parcel #2
5 APNs

579020010
JPR Acquisition

579420004
Reden Phase III

579420005
Walker Acquisition

579420002
Walker #2 Walker #1

579420003
Walker #2 HOLLY ANN

579160027
Reden Phase I

579430007

579430008
Walker Acquisition

579430006

579430005

579430004

579430003

579430002

579430001

579430008

579430007
Frank Walker Acquisition

579390011
PR Habitat Acquisition

579160023
JPR Habitat Acquisition

579160022
JPR Habitat Acquisition

579160024
PR Habitat Acquisition

579160025
JPR Habitat Acquisition

579200017
Jennings Acquisition

ATTACHMENT 3-A

GRANT DEED

[Attached]

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: **MULTIPLE SPECIES HABITAT
CONSERVATION PLAN**
APNs: 472200003, 472200004, 472210001, 472210005

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**, a public agency and joint powers authority, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal

determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2013.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

**EXHIBIT A
TO GRANT DEED**

Legal Description of Property
[APNs 472200003, 472200004, 472210001, 472210005]

EXHIBIT A
(Legal Description)

**THE REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
DESCRIBED AS:**

PARCEL 1:

PARCEL 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AS PER MAP FILED IN BOOK 45, PAGE(S) 43, RECORDS OF SURVEY,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE
WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6
SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN
THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO
THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, MEASURED AT RIGHT ANGLES
AND RADially LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1, AS PER MAP
FILED IN BOOK 45, PAGE(S) 43, RECORDS OF SURVEY, RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION ON THE
EASTERLY RIGHT OF WAY LINE OF THE 200 FOOT STRIP OF LAND
CONVEYED TO THE METROPOLITAN WATER DISTRICT BY DEED RECORDED
AUGUST 5, 1959 AS INSTRUMENT NO. 67993 IN BOOK 2523, PAGE(S)
477 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THENCE NORTH 12° 58' 30" WEST 123.20 FEET TO THE BEGINNING
OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 200
FEET;

THENCE NORTHERLY ON THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 12° 39' 31" FOR AN ARC DISTANCE OF 44.19 FEET;

THENCE NORTH 00° 18' 59" WEST 229.89 FEET TO THE END OF SAID
LINE.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, MEASURED AT RIGHT ANGLES ON EACH SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF SAID SECTION, 1371.40 FEET NORTHERLY OF THE WEST QUARTER CORNER OF SAID SECTION;

THENCE NORTH 89° 24' 01" EAST, 648.85 FEET;

THENCE SOUTH 89° 23' 18" EAST, 560.12 FEET TO A POINT ON THE EASTERLY LINE OF THAT 200 FOOT STRIP OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT BY DEED RECORDED AUGUST 5, 1959 AS INSTRUMENT NO. 67993 IN BOOK 2523, PAGE(S) 477 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS AND HOT WATER RIGHTS, AS RESERVED IN DEED FROM MARDEROS MADZOEFF AND VICTORIA MADZOEFF, RECORDED JULY 28, 1945 IN BOOK 676 PAGE(S) 115 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM $\frac{1}{2}$ OF ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES AS RESERVED BY MARDEROS MADZOEFF, ET UX, IN DEED RECORDED IN BOOK 676 PAGE(S) 115, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL 6 :

PARCEL 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 45, PAGE(S) 43, RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.

PARCEL 7 :

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, MEASURED AT RIGHT ANGLES AND RADially LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1, AS PER MAP FILED IN BOOK 45, PAGE(S) 43, RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION ON THE EASTERLY RIGHT OF WAY LINE OF THE 200 FOOT STRIP OF LAND ~~CONVEYED TO THE METROPOLITAN WATER DISTRICT BY DEED RECORDED~~ AUGUST 5, 1959 AS INSTRUMENT NO. 67993 IN BOOK 2523, PAGE(S) 477 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THENCE NORTH $12^{\circ} 58' 30''$ WEST 123.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 200 FEET;

THENCE NORTHERLY ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ} 39' 31''$ FOR AN ARC DISTANCE OF 44.19 FEET;

THENCE NORTH $00^{\circ} 18' 59''$ WEST 229.89 FEET TO THE END OF SAID LINE.

PARCEL 8 :

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, MEASURED AT RIGHT ANGLES ON EACH SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF SAID SECTION, 1371.40 FEET NORTHERLY OF THE WEST QUARTER CORNER OF SAID SECTION;

THENCE NORTH 89° 24' 01" EAST, 648.85 FEET;

THENCE SOUTH 89° 23' 18" EAST, 560.12 FEET TO A POINT ON THE EASTERLY LINE OF THAT 200 FOOT STRIP OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT BY DEED RECORDED AUGUST 5, 1959 AS INSTRUMENT NO. 67993 IN BOOK 2523, PAGE(S) 477 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APNs 472200003, 472200004, 472210001, 472210005]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2013, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**

a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

ATTACHMENT 3-B

MAP

[Attached]

County Parcel #3
4 APNs

472200004

Lake Skinner Habitat Acquisition

472200003

Lake Skinner Habitat Acquisition

472210001

Lake Skinner Habitat Acquisition

472210005

Lake Skinner Habitat Acquisition

472230001

Lake Skinner Recreation Area

964030013

ATTACHMENT 4-A

GRANT DEED

[Attached]

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: **MULTIPLE SPECIES HABITAT
CONSERVATION PLAN**
APN: **472090006**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority**, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal

determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2013.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

**EXHIBIT A
TO GRANT DEED**

Legal Description of Property
[APN 472090006]

EXHIBIT A
(Legal Description)

THE REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

PARCEL A:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERLY 60 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF.

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED
[APN 472090006]**

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2013, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**

a public agency and joint powers authority

By: _____
**Charles V. Landry
Executive Director**

ATTACHMENT 4-B

MAP

[Attached]

A large, high-contrast, black and white image of a person's face, possibly a woman, with a dark, textured background. The image is framed by a grid of smaller, similar images on the left side.

ATTACHMENT 5-A

GRANT DEED

[Attached]

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: **MULTIPLE SPECIES HABITAT
CONSERVATION PLAN**
APNs: **964110040 and 964110041**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter called "Grantor," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**, a public agency and joint powers authority, hereinafter called "Grantee," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal

determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2013.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

**EXHIBIT A
TO GRANT DEED**

Legal Description of Property
[APNs 964110040 and 964110041]

EXHIBIT A
(Legal Description)

**BEING A PORTION OF THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 7 SOUTH,
RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9;

**THENCE S 87°58'40"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE
OF 3,004.55 FEET TO A POINT IN THE EASTERLY LINE OF THAT PARCEL OF LAND
GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
BY DEED RECORDED ON NOVEMBER 29, 1967, AS INSTRUMENT 104630, RECORDS
OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;**

THENCE N 26°18'06"E ALONG SAID EASTERLY LINE, A DISTANCE OF 693.27 FEET;

**THENCE N 87°58'40"E, PARALLEL WITH SAID SOUTH LINE OF SECTION 9, A
DISTANCE OF 2705.72 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 9;**

**THENCE S 00°48'04"W ALONG SAID EAST LINE OF SECTION 9, A DISTANCE OF
611.01 FEET TO THE POINT OF BEGINNING.**

CONTAINING: 1,742,400 SQUARE FEET OR 40.00 ACRES, MORE OR LESS.

EXHIBIT "A"

BEING A PORTION OF THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;

THENCE N 00°48'04"E ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 611.01 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 87°58'40"W, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 2705.72 FEET TO A POINT IN THE EASTERLY LINE OF THAT PARCEL OF LAND GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED NOVEMBER 29, 1967, AS INSTRUMENT 104630, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 26°18'06"E ALONG SAID EASTERLY LINE, A DISTANCE OF 18.31 FEET;

THENCE N 87°58'40"E, PARALLEL WITH SAID SOUTH LINE OF SECTION 9, A DISTANCE OF 2697.83 FEET TO A POINT IN SAID EAST LINE OF SECTION 9;

THENCE S 00°48'04"W ALONG SAID EAST LINE OF SECTION 9, A DISTANCE OF 16.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 43,560 SQUARE FEET OR 1.000 ACRE, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

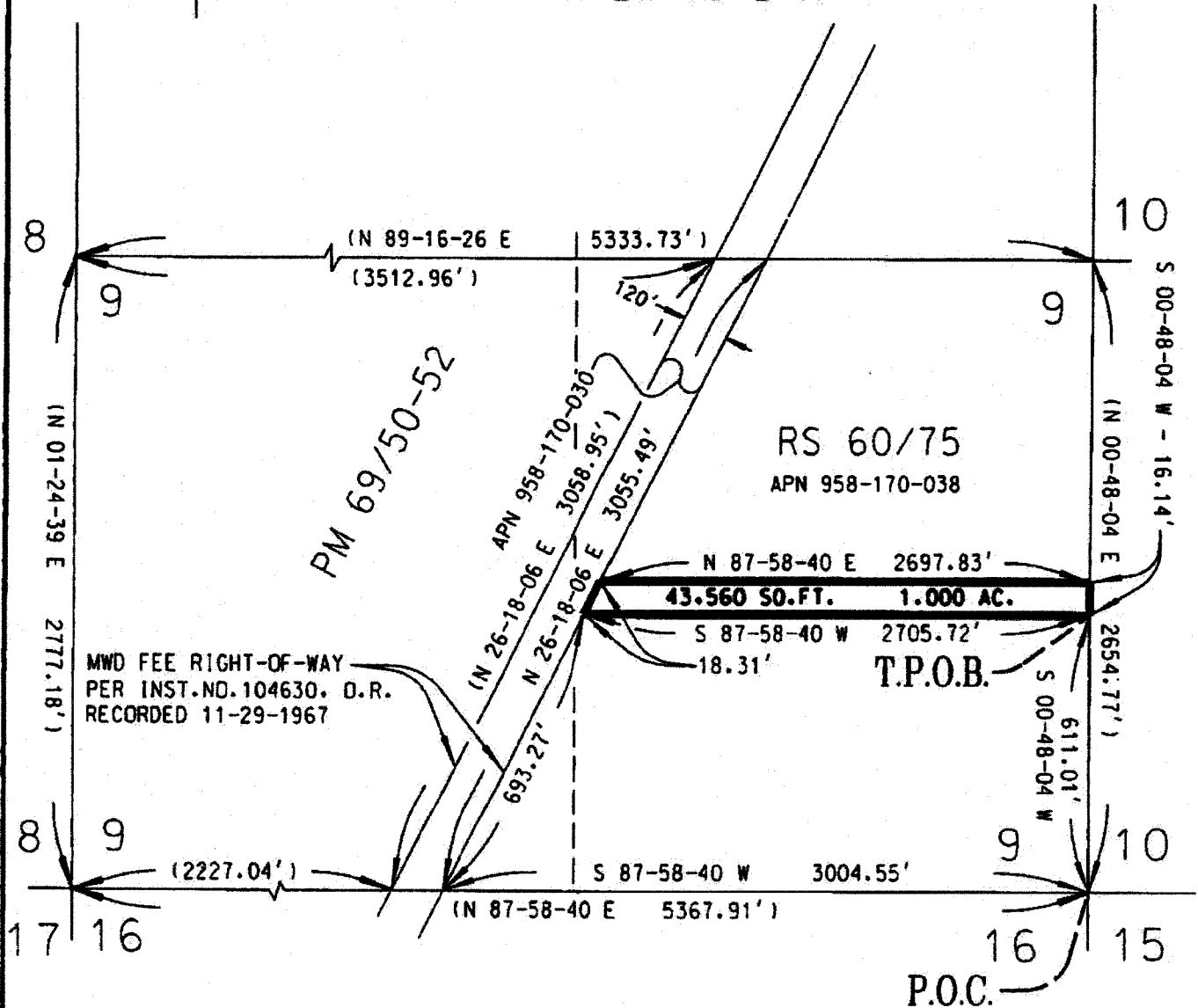
DATE: _____



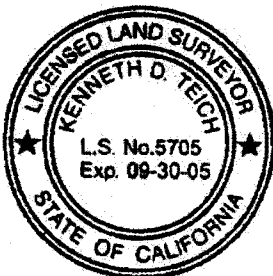
EXHIBIT "B"



SECTION 9 T.7S., R.2W., S.B.M.



() INDICATES RECORD INFORMATION PER R.S. 60/75



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.		PAR. NO.: N/A
PROJECT: SECTION 9, T7S, R2W, SBM		PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.		SCALE: N.T.S.
APPROVED BY: <i>[Signature]</i> DATE: 1-17-05		DATE: JANUARY, 2005
		W.O. NO.: 04-00017
		SHEET 1 OF 1 SHEET

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APNs 964110040 and 964110041]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2013, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**


a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

ATTACHMENT 5-B

MAP

[Attached]



County Parcel #5
2 APNs

964060003
Johnson Ranch

964110041
Ledbetter Trust Habitat Acquisition

964150011
Johnson Ranch

964150016
Johnson Ranch

ATTACHMENT 6-A

GRANT DEED

[Attached]

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

**PROJECT: MULTIPLE SPECIES HABITAT
 CONSERVATION PLAN**

**APNs: 388270008, 388270009, 388270010, 388270015, 472050001, 472050004,
472050005, 480010001, 480010002**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**, a public agency and joint powers authority, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2013.

Dated: _____

COUNTY OF RIVERSIDE

By: _____
John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

**EXHIBIT A
TO GRANT DEED**

Legal Description of Property

[APNs 388270008, 388270009, 388270010, 388270015, 472050001, 472050004, 472050005,
480010001, 480010002]

EXHIBIT A
(Legal Description)

PARCEL A:

PARCELS 1, 2, 3 AND 4 AND LETTERED LOTS B, C, D AND E OF PARCEL MAP 10216, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 59, PAGE(S) 17 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT #4130 RECORDED OCTOBER 28, 1999 AS INSTRUMENT NO. 474346 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

PORTIONS OF FRACTIONAL SECTIONS 19 AND 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 18, 1860, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, NORTH 89° 25' 30" EAST A DISTANCE OF 1436.04 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID NORTH LINE, NORTH 89° 25' 30" EAST A DISTANCE OF 1329.70 TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF FRACTIONAL SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19, NORTH 89° 25' 30" EAST A DISTANCE OF 1338.30 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF FRACTIONAL SECTION 19; THENCE ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19, SOUTH 00° 52' 03" EAST A DISTANCE OF 2648.19 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19; THENCE ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 19, SOUTH 89° 16' 28" WEST A DISTANCE OF 1329.52 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF FRACTIONAL SECTION 30, SOUTH 00° 44' 43" EAST A DISTANCE OF 661.80 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APNs 388270008, 388270009, 388270010, 388270015, 472050001, 472050004,
472050005, 480010001, 480010002]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2013, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**,

a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

ATTACHMENT 6-B

MAP

[Attached]

County Parcel #6
9 APNs

388270010
MSHCP McElhinne St el Acquisition

472050001
MSHCP McElhinne St el Acquisition

472050005
MSHCP McElhinne St el Acquisition

388270009
MSHCP McElhinne St el Acquisition

388270002
388270008
MSHCP McElhinne St el Acquisition

472050004
MSHCP McElhinne St el Acquisition

388270015
MSHCP McElhinne St el Acquisition

480010002
MSHCP McElhinne St el Acquisition

480010001
MSHCP McElhinne St el Acquisition

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: MULTIPLE SPECIES HABITAT
CONSERVATION PLAN
APN: 900-050-036

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority**, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its

right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the 25th day of June, 2013.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

ATTEST:

KECIA HARPER-JHEM, Clerk

By: _____

Kecia Harper-Jhem
DEPUTY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

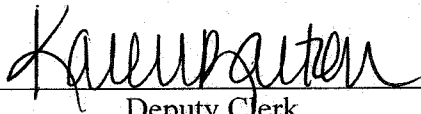
On June 25, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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 GRANT DEED**

Legal Description of Property
[APN 900-050-036]

EXHIBIT A
(Legal Description)

PARCEL "A"

That portion of the southeast one-quarter of Section 2, Township 7 South, Range 3 West, S.B.M., described as follows:

BEGINNING at the Northeast corner of the South one-half of the North one-half of the Northeast one-quarter of the Southeast one-quarter of said Section 2;

Thence S. $00^{\circ} 39' 17''$ E. along the East line of said Section 2, a distance of 1326.66 feet to the Southeast corner of the North one-quarter of the North one-half of the Southeast one-quarter of the Southeast one-quarter of said Section 2;

Thence N. $89^{\circ} 25' 44''$ W. along the South line of the North one-half of the North one-half of the Southeast one-quarter of the Southeast one-quarter of said Section 2 a distance of 904.68 feet;

Thence N. $09^{\circ} 39' 01''$ E. a distance of 245.63 feet;

Thence N. $27^{\circ} 47' 38''$ E. a distance of 63.63 feet;

Thence N. $07^{\circ} 42' 44''$ E. a distance of 662.42 feet;

Thence N. $89^{\circ} 28' 13''$ W. a distance of 832.89 feet to the centerline of Los Alamos Road shown on Parcel Map 5232, as shown by map on file in book 9 of Parcel Maps, at page 28 thereof, records of Riverside County, Ca. said centerline also being the southeasterly line of that certain strip of land described in Correction Grant Deed in favor of the County of Riverside recorded September 18, 1973 as instrument no. 120790, Official Records of Riverside County, Ca;

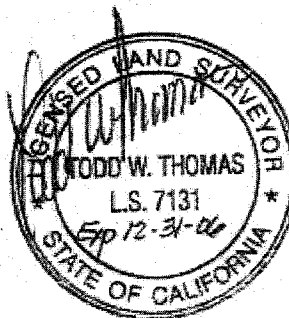
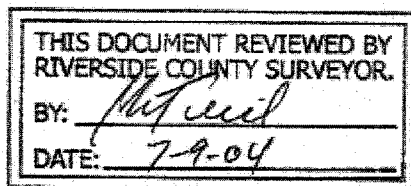
Thence northerly along said centerline of Los Alamos Road on a non-tangent curve concave to the southeast, having a radius of 300.00 feet, through an angle of $21^{\circ} 22' 33''$, a distance of 111.92 feet (the initial radial line from the radius point bears N. $61^{\circ} 50' 56''$ W.).

Thence continuing northerly along said centerline of Los Alamos Road on a reverse curve concave to the northwest, having a radius of 320.20 feet, through an angle of $40^{\circ} 35' 00''$, a distance of 226.80 feet (the initial radial line from the radius point bears S. $40^{\circ} 28' 23''$ E.).

Thence N. $08^{\circ} 56' 37''$ E. continuing along said centerline of Los Alamos Road, a distance of 85.93 feet to the North line of the South one-half of the North one-half of the Northwest one-quarter of the Southeast one-quarter of said Section 2;

Thence S.89° 33' 59" E., along the North line of the South one-half of the North one-half of the Northwest one-quarter of the Southeast one-quarter of said Section 2, and also along the North line of the South one-half of the North one-half of the Northeast one-quarter of the Southeast one-quarter of said Section 2 a distance of 1371.02 feet to the POINT OF BEGINNING of the parcel of land being described.

The above described parcel of land contains 30.00 acres, more or less.



WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED
[APN 900-050-036]**

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2012, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**

a public agency and joint powers authority

By: _____
**Charles V. Landry
Executive Director**

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: MULTIPLE SPECIES HABITAT
CONSERVATION PLAN
APNs: 579-390-011; 579-160-022, 023, 024, 025

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority**, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior

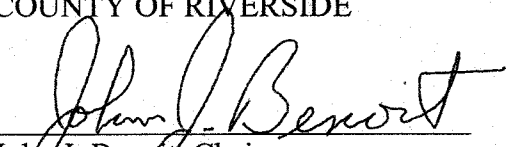
written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2012.

Dated: _____

COUNTY OF RIVERSIDE

By: _____


John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

ATTEST:

KECIA HARPER, IHCM, Clerk

By: _____


DEPUTY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

On June 25, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, 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: Karen Barton
Deputy Clerk

(SEAL)

**EXHIBIT A
TO GRANT DEED**

Legal Description of Property
[APNs 579-390-011; 579-160-022, 023, 024, 025]

EXHIBIT A
(Legal Description)

The real property situated in the County of Riverside, State of California described as follows:

PARCELS 9, 34, 47, 48 AND 49 OF PARCEL MAP 16054 ON FILE IN BOOK 98, PAGES 24 THROUGH 31, INCLUSIVE OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS IN SAID LAND, AS RESERVED IN PATENT RECORDED JUNE 21, 1927 IN BOOK 9, PAGE 242 OF PATENTS, RIVERSIDE COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS IN SAID LAND, AS RESERVED IN PATENT RECORDED MAY 12, 1933 IN BOOK 124, PAGE 187 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS.

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APNs 579-390-011; 579-160-022, 023, 024, 025]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2012, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**

a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: MULTIPLE SPECIES HABITAT
 CONSERVATION PLAN
APNs: 472-200-003, 004; 472-210-001, 005

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**, a public agency and joint powers authority, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior

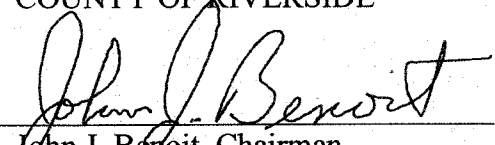
written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2012.

Dated: _____

COUNTY OF RIVERSIDE

By: _____



John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

ATTEST:

KECIA HARPER-IHEM, Clerk

By: _____


DEPUTY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

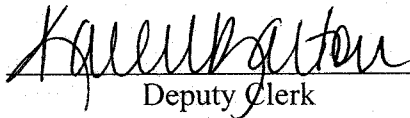
On June 25, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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 GRANT DEED**

Legal Description of Property
[APNs 472-200-003, 004; 472-210-001, 005]

EXHIBIT A
(Legal Description)

THE REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
DESCRIBED AS:

PARCEL 1:

PARCEL 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AS PER MAP FILED IN BOOK 45, PAGE(S) 43, RECORDS OF SURVEY,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE
WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6
SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN
THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO
THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, MEASURED AT RIGHT ANGLES
AND RADIALLY LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1, AS PER MAP
FILED IN BOOK 45, PAGE(S) 43, RECORDS OF SURVEY, RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION ON THE
EASTERLY RIGHT OF WAY LINE OF THE 200 FOOT STRIP OF LAND
CONVEYED TO THE METROPOLITAN WATER DISTRICT BY DEED RECORDED
AUGUST 5, 1959 AS INSTRUMENT NO. 67993 IN BOOK 2523, PAGE(S)
477 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THENCE NORTH 12° 58' 30" WEST 123.20 FEET TO THE BEGINNING
OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 200
FEET;

THENCE NORTHERLY ON THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 12° 39' 31" FOR AN ARC DISTANCE OF 44.19 FEET;

THENCE NORTH 00° 18' 59" WEST 229.89 FEET TO THE END OF SAID
LINE.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, MEASURED AT RIGHT ANGLES ON EACH SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF SAID SECTION, 1371.40 FEET NORTHERLY OF THE WEST QUARTER CORNER OF SAID SECTION;

THENCE NORTH 89° 24' 01" EAST, 648.85 FEET;

THENCE SOUTH 89° 23' 18" EAST, 560.12 FEET TO A POINT ON THE EASTERLY LINE OF THAT 200 FOOT STRIP OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT BY DEED RECORDED AUGUST 5, 1959 AS INSTRUMENT NO. 67993 IN BOOK 2523, PAGE(S) 477 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS AND HOT WATER RIGHTS, AS RESERVED IN DEED FROM MARDEROS MADZOEFF AND VICTORIA MADZOEFF, RECORDED JULY 28, 1945 IN BOOK 676 PAGE(S) 115 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM $\frac{1}{2}$ OF ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES AS RESERVED BY MARDEROS MADZOEFF, ET UX, IN DEED RECORDED IN BOOK 676 PAGE(S) 115, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL 6 :

PARCEL 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 45, PAGE(S) 43, RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.

PARCEL 7 :

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, MEASURED AT RIGHT ANGLES AND RADially LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1, AS PER MAP FILED IN BOOK 45, PAGE(S) 43, RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION ON THE EASTERLY RIGHT OF WAY LINE OF THE 200 FOOT STRIP OF LAND ~~CONVEYED TO THE METROPOLITAN WATER DISTRICT BY DEED RECORDED~~ AUGUST 5, 1959 AS INSTRUMENT NO. 67993 IN BOOK 2523, PAGE(S) 477 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THENCE NORTH $12^{\circ} 58' 30''$ WEST 123.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 200 FEET;

THENCE NORTHERLY ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ} 39' 31''$ FOR AN ARC DISTANCE OF 44.19 FEET;

THENCE NORTH $00^{\circ} 18' 59''$ WEST 229.89 FEET TO THE END OF SAID LINE.

PARCEL 8 :

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, MEASURED AT RIGHT ANGLES ON EACH SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF SAID SECTION, 1371.40 FEET NORTHERLY OF THE WEST QUARTER CORNER OF SAID SECTION;

THENCE NORTH 89° 24' 01" EAST, 648.85 FEET;

THENCE SOUTH 89° 23' 18" EAST, 560.12 FEET TO A POINT ON THE EASTERLY LINE OF THAT 200 FOOT STRIP OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT BY DEED RECORDED AUGUST 5, 1959 AS INSTRUMENT NO. 67993 IN BOOK 2523, PAGE(S) 477 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APNs 472-200-003, 004; 472-210-001, 005]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2012, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**

a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: MULTIPLE SPECIES HABITAT
CONSERVATION PLAN
APN: 472-090-006

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority**, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have

the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the 25th day of June, 2013

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

ATTEST:

KECIA HARPER-IHEM, Clerk

By: _____

Kecia Harper-Ihem
DEPUTY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

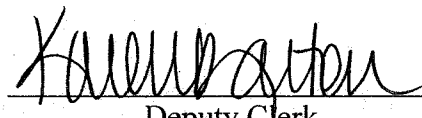
On June 25, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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 GRANT DEED**

Legal Description of Property
[APN 472-090-006]

EXHIBIT A
(Legal Description)

THE REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

PARCEL A:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERLY 60 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF.

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APN 472-090-006]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2012, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**
a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: MULTIPLE SPECIES HABITAT
CONSERVATION PLAN
APNs: 964-110-040 and 041

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority**, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as surplus property pursuant to the California Government Code, then Grantee shall provide prior

written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the 25th day of June, 2013

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

ATTEST:

KECIA HARPER-IHEM, Clerk

By: _____

Kecia Harper-Ihem
DEPUTY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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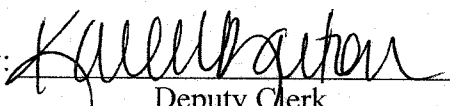
On June 25, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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 GRANT DEED**

Legal Description of Property
[APNs 964-110-040 and 041]

EXHIBIT A
(Legal Description)

BEING A PORTION OF THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 7 SOUTH,
RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9;

THENCE S 87°58'40"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE
OF 3,004.55 FEET TO A POINT IN THE EASTERLY LINE OF THAT PARCEL OF LAND
GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
BY DEED RECORDED ON NOVEMBER 29, 1967, AS INSTRUMENT 104630, RECORDS
OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 26°18'06"E ALONG SAID EASTERLY LINE, A DISTANCE OF 693.27 FEET;

THENCE N 87°58'40"E, PARALLEL WITH SAID SOUTH LINE OF SECTION 9, A
DISTANCE OF 2705.72 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 9;

THENCE S 00°48'04"W ALONG SAID EAST LINE OF SECTION 9, A DISTANCE OF
611.01 FEET TO **THE POINT OF BEGINNING**.

CONTAINING: 1,742,400 SQUARE FEET OR 40.00 ACRES, MORE OR LESS.

EXHIBIT "A"

BEING A PORTION OF THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 7 SOUTH,
RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;

THENCE N 00°48'04"E ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF
611.01 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 87°58'40"W, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A
DISTANCE OF 2705.72 FEET TO A POINT IN THE EASTERLY LINE OF THAT PARCEL
OF LAND GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA BY DEED RECORDED NOVEMBER 29, 1967, AS INSTRUMENT 104630,
RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 26°18'06"E ALONG SAID EASTERLY LINE, A DISTANCE OF 18.31 FEET;

THENCE N 87°58'40"E, PARALLEL WITH SAID SOUTH LINE OF SECTION 9, A
DISTANCE OF 2697.83 FEET TO A POINT IN SAID EAST LINE OF SECTION 9;

THENCE S 00°48'04"W ALONG SAID EAST LINE OF SECTION 9, A DISTANCE OF
16.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 43,560 SQUARE FEET OR 1.000 ACRE, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *K. Teich*

DATE: 1-13-05

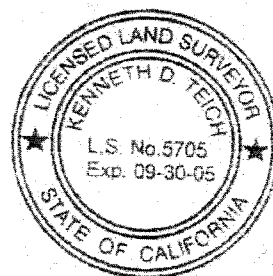
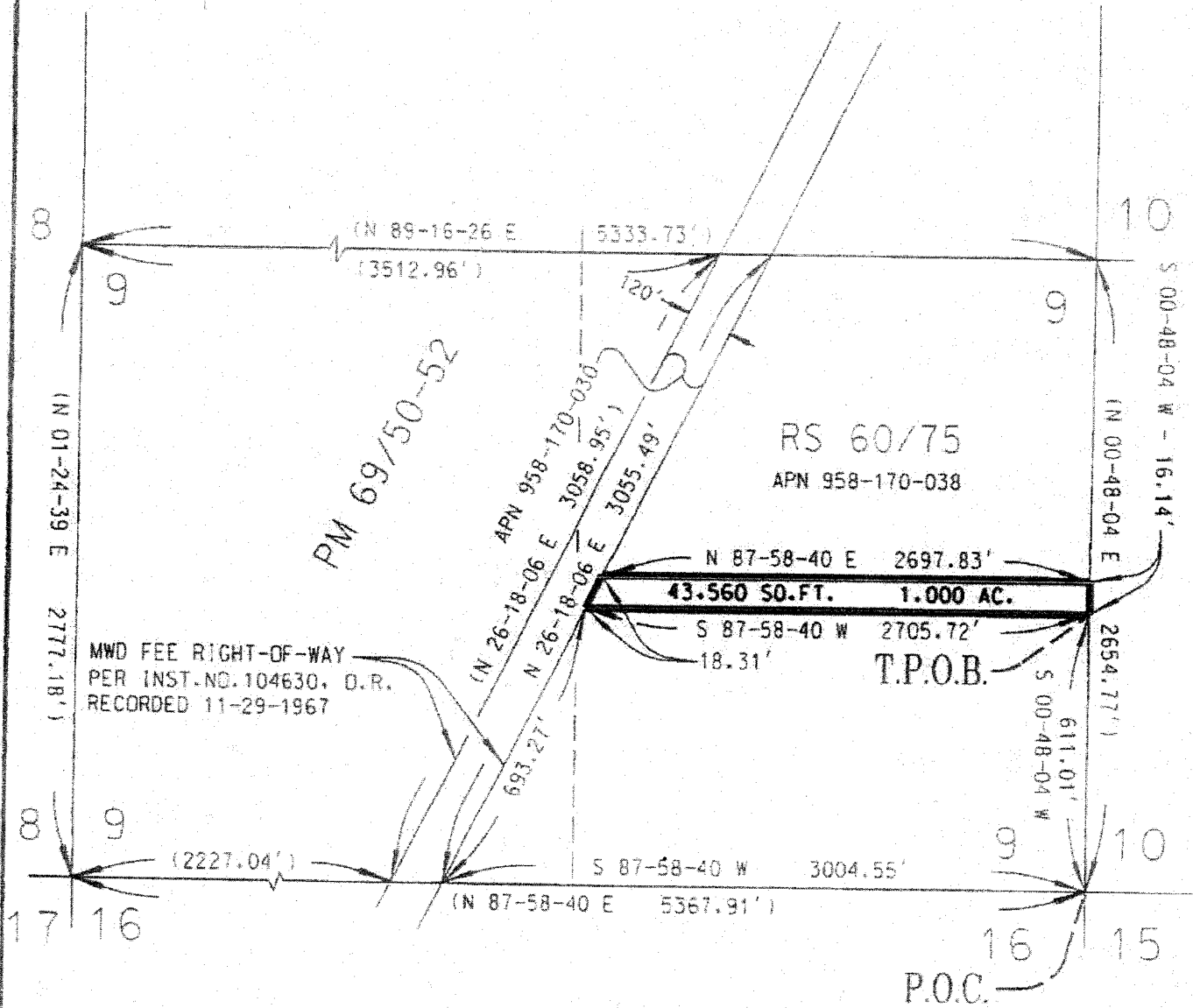


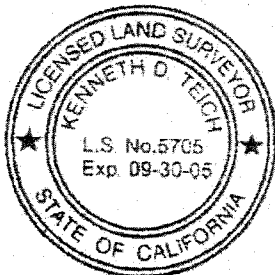
EXHIBIT "B"

SECTION 9

T.7S., R.2W., S.B.M.



() INDICATES RECORD INFORMATION PER R.S. 60/75



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.	PAR. NO.: N/A
PROJECT: SECTION 9, T7S, R2W, SBM	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
APPROVED BY: <i>[Signature]</i>	DATE: JANUARY, 2005
DATE: 1-17-05	W.D. NO.: 04-00017
	SHEET 1 OF 1 SHEET

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APNs 964-110-040 and 041]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2012, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**
a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502

FREE RECORDING

This instrument is for the benefit of
the Western Riverside County Regional
Conservation Authority, and is entitled to be
recorded without fee. (Govt. Code 6103/27383)

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

GRANT DEED

PROJECT: MULTIPLE SPECIES HABITAT
CONSERVATION PLAN

APNs: 388-270-008, 009, 010, 015; 472-050-001, 004, 005; 480-010-001, 002

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, hereinafter called "**Grantor**," does hereby GRANT to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority**, hereinafter called "**Grantee**," subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

This conveyance by Grantor is made pursuant to the terms of a Memorandum of Understanding made between Grantor and Grantee on _____, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it shall use the Property solely for non-commercial conservation purposes in furtherance of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and that consistent with this purpose, Grantee shall accept all responsibilities of ownership, including but not limited to, managing, monitoring and maintaining these real property consistent with the requirements of the MSHCP.

Subject to the following procedure, Grantor shall have a right of reversion in the Property if it is not used in accordance with the MSHCP as described above. Should Grantee make a formal determination that all or any portion of the Property is no longer needed for conservation use pursuant to the MSHCP or Grantee desires to designate all or any portion of the Property as

surplus property pursuant to the California Government Code, then Grantee shall provide prior written notice to Grantor of such determination or proposed designation and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may dispose of the real property pursuant to its policies and state law in effect at that time.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the 25th day of June, 2012.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

ATTEST:

KECIA HARPER-IHEM, Clerk

By: _____

Kaleib Gitau
DEPUTY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

On June 25, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, 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: Karen Barton
Deputy Clerk

(SEAL)

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2013 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

[APNs 388-270-008, 009, 010, 015; 472-050-001, 004, 005; 480-010-001, 002
]

EXHIBIT A
(Legal Description)

PARCEL A:

PARCELS 1, 2, 3 AND 4 AND LETTERED LOTS B, C, D AND E OF PARCEL MAP 10216, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 59, PAGE(S) 17 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT #4130 RECORDED OCTOBER 28, 1999 AS INSTRUMENT NO. 474346 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

PORTIONS OF FRACTIONAL SECTIONS 19 AND 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 18, 1860, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, NORTH 89° 25' 30" EAST A DISTANCE OF 1436.04 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID NORTH LINE, NORTH 89° 25' 30" EAST A DISTANCE OF 1329.70 TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF FRACTIONAL SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19, NORTH 89° 25' 30" EAST A DISTANCE OF 1338.30 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF FRACTIONAL SECTION 19; THENCE ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19, SOUTH 00° 52' 03" EAST A DISTANCE OF 2648.19 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19; THENCE ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 19, SOUTH 89° 16' 28" WEST A DISTANCE OF 1329.52 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF FRACTIONAL SECTION 30, SOUTH 00° 44' 43" EAST A DISTANCE OF 661.80 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

**CERTIFICATE OF ACCEPTANCE OF
GRANT DEED**

[APNs 388-270-008, 009, 010, 015; 472-050-001, 004, 005; 480-010-001, 002
]

This is to certify that the real property conveyed by **COUNTY OF RIVERSIDE**, on the Grant Deed dated _____, 2012, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors.

Dated: _____ **WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY,**
a public agency and joint powers authority

By: _____
Charles V. Landry
Executive Director

**ASSIGNMENT AND ASSUMPTION
OF GRANT AGREEMENT FOR THE ACQUISITION OF FEE INTEREST
AND CONSENT TO ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption of Grant Agreement for Acquisition of Fee Title Interest, and Consent to Assignment and Assumption dated June 25, 2013 (the "**Assignment**"), is by and among the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("**Assignor**" or "**County**"); WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority ("**Assignee**" or "**RCA**"); and the STATE OF CALIFORNIA, acting by and through the Wildlife Conservation Board ("**WCB**" or "**State**").

RECITALS

- A. County and WCB entered into a Grant Agreement for Acquisition of Fee Interest (Number WC-4035DT), effective November 18, 2004 (the "**WCB Grant Agreement**"), hereinafter collectively referred to as "**Grant Agreement**", in which WCB agreed to grant funds in the amount of \$150,000.00 ("**Grant Funds**") to County for the purpose of facilitating County's acquisition of fee title to approximately 30 ± acres of real property known as the North Warm Springs Creek Conservation Area in Riverside County ("**Property**"), and which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.
- B. A Grant Deed covering the Property made by Howard S. Gentry and Marie A. Gentry, co-trustees of the Howard S. Gentry and Marie A. Gentry Trust created under declaration of trust dated September 24, 1992, as Grantor, to COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Grantee, was recorded in the Official Records of Riverside County on February 3, 2005, as Document Number 2005-0097481.
- C. A Memorandum of Unrecorded Grant Agreement, giving public notice that County received funds under the WCB Grant Agreement to assist County in acquiring the Property, and of certain rights of WCB under the WCB Grant Agreement, was recorded in the Official Records of Riverside County, California, February 3, 2005, as Document No. 2005-0097483.
- D. Assignee is qualified to accept an assignment of the rights and obligations of the Assignor in accordance with the provisions of the WCB Grant Agreement as set forth herein, and Assignee agrees to accept and assume all of Assignor's rights and obligations under the

WCB Grant Agreement.

- E. County now desires to convey all of its rights, title, and interest in and to the Property by Grant Deed to RCA, and RCA desires to accept the conveyance from County.
- F. County also desires, concurrently with its conveyance of the Property to RCA, to assign and transfer to RCA all of the obligations and responsibilities of County under the WCB Grant Agreement.
- G. Pursuant to Section 2.2(iii) of the WCB Grant Agreement, the Property may not be transferred without the prior written approval of the WCB.
- H. WCB is willing to consent to the conveyance of the Property by County to RCA upon and subject to the terms and conditions set forth in this Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Assignment, and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual covenants set forth herein, Assignor and Assignee hereby agree as follows:

1. **Effective Date.** The Effective Date of this Assignment (the "**Effective Date**") shall be the date Assignee records the Assignment in the Official Records of Riverside County, California.
2. **Assignment and Assumption.** Effective as of the Effective Date, Assignor hereby assigns and transfer to Assignee all of the obligations and responsibilities of Grantee as the Grantee under the WCB Grant Agreement. Assignee hereby accepts the assignment and assumes and agrees to observe, perform, and be bound by all their terms and provisions of the WCB Grant Agreement (the "Assumed Obligation") as a direct obligation to WCB.
3. Assignee represents and warrants to WCB that Assignee has all necessary and appropriate right, power, and authority to acquire and hold fee title to the Property subject to the requirements of the WCB Grant Agreement, enter into and perform this Assignment, and assume and carry out the Assumed Obligations.
4. **WCB's Consent.** WCB consents to the conveyance of the Property by Assignor to Assignee without waiver of any restriction on further transfer.
5. **No Release.** Assignor shall remain liable for the performance of the provisions of the WCB Grant Agreement.
6. **Effectiveness of WCB Grant Agreement.** The terms and conditions of the WCB Grant Agreement remain unmodified and in full force and effect.
7. **WCB Grant Agreement Revision.** Attached to this Assignment is a revised Exhibit "D" (Memorandum of Unrecorded Grant Agreement) to the WCB Grant Agreement. Concurrent with the execution of this Agreement, the Exhibit "D" attached hereto shall replace and supersede the original Exhibit "D" to the WCB Grant Agreement.
8. **Indemnification.** Assignee shall indemnify, defend and hold harmless Assignor, its agencies, districts, special districts and departments, their respective officers, directors, Board of Supervisors, elected and appointed officials, employees, agents and other representatives from and against any and all expenses, claims, causes of action, losses, damages or other liabilities

(including without limitation, reasonable attorneys' and experts' fees and costs) caused by any actions, omissions, events, activities or liabilities pertaining to the Property or the WCB Grant Agreement and/or Assignee's exercise of its rights and performance of its obligations for the Property or the WCB Grant Agreement accruing, occurring, or arising from and after the Effective Date.

9. **Further Assurances.** Assignor and Assignee agree to take such additional actions and execute such additional documents as may be reasonable and necessary to carry out the provisions of this Assignment.
10. **Binding on Successors.** This Assignment shall be binding not only upon the parties but also upon their heirs, representatives, assigns and other successors in interest.
11. **Modification; Waiver.** No supplement, modification, or amendment of this Assignment shall be binding unless executed in writing by all the parties and approved by WCB. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
12. **Severability.** Each provision of this Assignment is severable from any and all other provisions of this Assignment. Should any provision(s) of this Assignment be for any reason unenforceable, the balance shall nonetheless be of full force and effect.
13. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California.
14. **Notices.** Any notice required or permitted to be made or given under this Assignment shall be made and delivered to the parties at the addresses set forth below. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when delivered via facsimile with confirmation from the receiving party via return fax; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Assignee:

Western Riverside County Regional
Conservation Authority
3403 Tenth Street, Suite 320
Riverside, CA 92501
Attn: Executive Director
Telephone: 951-955-9700

With a copy to:

Best Best & Krieger LLP
3390 University Avenue, 5th Floor
P.O. Box 1028
Riverside, CA 92502-1028
Attn: Michelle Ouellette
Telephone: 951-686-1450

To County

Riverside County
Executive Office
County Administrative Center
4080 Lemon Street, 12th Floor
Riverside, CA 92501-3651
Attn: County Executive Officer
Telephone: (951) 955-1000

With a copy to:

Office of County Counsel
County of Riverside
3960 Orange Street
Riverside, CA 92501
Attn: County Counsel
Telephone: (951) 955-6300

To State:

Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, CA 95811
Attn: Assistant Director
Telephone: (916) 445-8448

With a copy to:

Grant Coordinator
Habitat Conservation Planning Branch
Department of Fish and Game
1416 Ninth Street
Sacramento, CA 95814

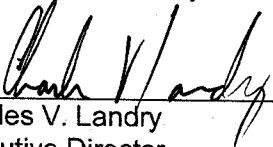
14. **Entire Agreement.** This Assignment contains the entire agreement of the Parties concerning the subject matter contained in this Assignment, and supersedes any prior written or oral agreements between them concerning the subject matter of this Assignment. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties, relating to the subject matter of this Assignment that is not fully expressed in this Assignment.
15. **Counterparts.** The parties may execute this Assignment in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Assignment in the Official Records of Riverside County, California.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee and State have executed this Assignment as set forth below.

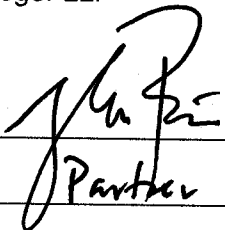
IN WITNESS WHEREOF, the County, RCA, and State have executed this Assignment as set forth below.

WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY, a public agency
and a joint powers authority

By: 
Charles V. Landry
Executive Director

Date: 2/14/2013

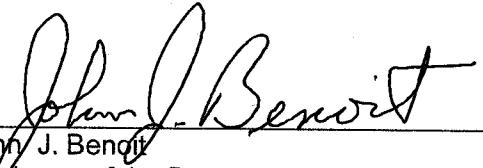
Approved as to Form:
Best Best & Krieger LLP

By: 
Title: Partner

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

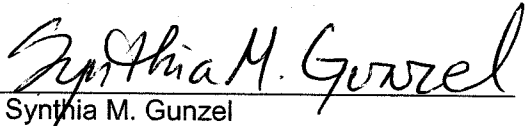
By: 
John P. Donnelly
Executive Director


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

By: 
John J. Benoit
Chairman of the Board

Date: JUN 25 2013

Approved as to Form:
County Counsel
Pamela J. Walls

By: 
Cynthia M. Gunzel
Deputy County Counsel

ATTEST:
KECIA HARPER-HEM, Clerk
By: 
DEPUTY

CONSENT OF WCB

The State of California, Wildlife Conservation Board, consents to the foregoing Assignment and Assumption of Grant Agreement for the Acquisition of Fee Title Interest And Consent to Assignment and Assumption for North Warm Springs Creek Conservation Area (Number's WC-4035DT).

By: John P. Donnelly
John P. Donnelly
Executive Director

Date: 3/14/13

PARCEL "A"

That portion of the southeast one-quarter of Section 2, Township 7 South, Range 3 West, S.B.M., described as follows:

BEGINNING at the Northeast corner of the South one-half of the North one-half of the Northeast one-quarter of the Southeast one-quarter of said Section 2;

Thence S. $00^{\circ} 39' 17''$ E. along the East line of said Section 2, a distance of 1326.66 feet to the Southeast corner of the North one-quarter of the North one-half of the Southeast one-quarter of the Southeast one-quarter of said Section 2;

Thence N. $89^{\circ} 25' 44''$ W. along the South line of the North one-half of the North one-half of the Southeast one-quarter of the Southeast one-quarter of said Section 2 a distance of 904.68 feet;

Thence N. $09^{\circ} 39' 01''$ E. a distance of 245.63 feet;

Thence N. $27^{\circ} 47' 38''$ E. a distance of 63.63 feet;

Thence N. $07^{\circ} 42' 44''$ E. a distance of 662.42 feet;

Thence N. $89^{\circ} 28' 13''$ W. a distance of 832.89 feet to the centerline of Los Alamos Road shown on Parcel Map 5232, as shown by map on file in book 9 of Parcel Maps, at page 28 thereof, records of Riverside County, Ca. said centerline also being the southeasterly line of that certain strip of land described in Correction Grant Deed in favor of the County of Riverside recorded September 18, 1973 as instrument no. 120790, Official Records of Riverside County, Ca;

Thence northerly along said centerline of Los Alamos Road on a non-tangent curve concave to the southeast, having a radius of 300.00 feet, through an angle of $21^{\circ} 22' 33''$, a distance of 111.92 feet (the initial radial line from the radius point bears N. $61^{\circ} 50' 56''$ W.).

Thence continuing northerly along said centerline of Los Alamos Road on a reverse curve concave to the northwest, having a radius of 320.20 feet, through an angle of $40^{\circ} 35' 00''$, a distance of 226.80 feet (the initial radial line from the radius point bears S. $40^{\circ} 28' 23''$ E.).

Thence N. $08^{\circ} 56' 37''$ E. continuing along said centerline of Los Alamos Road, a distance of 85.93 feet to the North line of the South one-half of the North one-half of the Northwest one-quarter of the Southeast one-quarter of said Section 2;

Thence S.89° 33' 59" E., along the North line of the South one-half of the North one-half of the Northwest one-quarter of the Southeast one-quarter of said Section 2, and also along the North line of the South one-half of the North one-half of the Northeast one-quarter of the Southeast one-quarter of said Section 2 a distance of 1371.02 feet to the POINT OF BEGINNING of the parcel of land being described.

EXHIBIT D

To North Warm Springs Conservation Area (Number WC-4035DT)

RECORDING REQUESTED BY:

Western Riverside County Regional
Conservation Authority
3403 10th Street, Suite 320
Riverside, CA 92501

WHEN RECORDED, RETURN TO:

State of California
Wildlife Conservation Board
Attn: Executive Director
1807 13th Street, Suite 103
Sacramento, CA 95811-7137

North Warm Springs Creek Conservation Area
Riverside County

Space above line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement ("Notice"), dated as of _____, 2013, is recorded to provide a notice of the assignment of an Grant Agreement between the State of California, by and through the Wildlife Conservation Board ("WCB" or "Grantor") and the COUNTY OF RIVERSIDE, a political Subdivision of the State of California, ("County") to WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority ("RCA" or "Grantee").

RECITALS

- A. On or about November 18, 2004, WCB and County entered into a certain Grant Agreement for Acquisition of Fee Interest No. WC-4035DT ("Grant Agreement"), pursuant to which WCB granted to County certain funds for the acquisition of fee interest in certain real property, more particularly described in attached Exhibit "A" and incorporated by reference ("Property").
- B. Pursuant to the terms of the Grant Agreement, County acquired fee title interest to the Property for purposes of plant and wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public uses, all as may be consistent with wildlife habitat preservation.
- C. Pursuant to the terms of the Grant Agreement, County executed a Memorandum of Unrecorded Grant Agreement that was recorded on February 3, 2005, as Document No. 2005-0097483 of Official Records ("Notice"), which gave notice that County received the Property funds under the Grant Agreement to assist County in acquiring the Property and that, in consideration of the Grant Funds, County agreed to the terms of the Grant

Agreement. Under the terms of the Grant Agreement, WCB reserved certain rights with respect to the Property.

- D. County now desires to assign its interest to the Property to RCA by means of an Assignment and Assumption of Grant Agreement for Acquisition of Fee Interest and Consent to Assignment and Assumption ("Assignment and Assumption Agreement").
- E. WCB is willing to consent to the assignment and assumption of the Grant Agreement and transfer of the Property to the RCA; and RCA agrees to accept and assume all obligations of the County under the Grant Agreement.

NOTICE

Now therefore in consideration of the foregoing, RCA, as Grantee covenants and agrees to the terms of the Grant Agreement as follows:

1. The Property shall be held and used only in a manner that is consistent with the Grant Agreement, including the following "Purposes of Grant" set forth in Section 1 of the Agreement:

The Property shall be acquired for the purposes of plant and wildlife habitat preservation, restoration and management, wildlife-oriented education and research; and for compatible public uses, all as may be consistent with wildlife habitat preservation (individually and collectively, the "Purposes of Grant").

2. Pursuant to Section 2.2 of the Grant Agreement, the Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged or otherwise conveyed without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board ("WCB") or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
3. Pursuant to Sections 3 and 4 of the Grant Agreement, in the event of a Default under the Agreement, in addition to any and all remedies available at law or in equity, Grantor may seek specific performance of the Grant and may require Grantee to convey a conservation easement over the Property in favor of Grantor (or, at the election of Grantor, another entity or organization authorized by California law to acquire and hold conservation easements and that is willing and financially able to assume all of the obligations and responsibilities of Grantee), and to pay a sum to Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to Grantee pursuant to the Agreement, together with interest thereon as provided in the Agreement.
4. The Assignment and Assumption Agreement shall remain in full force and effect from and after the close of escrow for the assignment of interest to the Property.
5. The Grant Agreement shall be binding upon Grantee and all designees, successors and assigns of Grantee.