

6. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Subgrant Agreement. Grantee and WCB each has rights, duties and obligations under the Subgrant Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Subgrant Agreement, the terms of the Grant shall govern and control.
7. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Agreement to Subgrant No. SG-1001DT for acquisition of fee Interest by and between WCB and County that commenced November 18, 2001, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

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

By: _____
Charles V. Landry
Executive Director

[Notary Acknowledgment]

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.

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

This Assignment and Assumption of Agreement to Subgrant 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 an Agreement to Subgrant for the acquisition of fee interest (Number SG-1001DT), effective November 18, 2004 (the "**WCB Subgrant Agreement**"), hereinafter referred to as "**Subgrant Agreement**", in which WCB agreed to grant funds in the amount of \$300,000.00 ("**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 Notice of Unrecorded Agreement to Subgrant, giving public notice that County received funds under the WCB Subgrant Agreement to assist County in acquiring the Property, and of certain rights of WCB under the WCB Subgrant Agreement, was recorded in the Official Records of Riverside County, California, February 3, 2005, as Document No. 2005-0097482.
- D. Assignee is qualified to accept an assignment of the rights and obligations of the Assignor in accordance with the provisions of the WCB Subgrant Agreement as set forth herein, and Assignee agrees to accept and assume all of Assignor's rights and obligations under

the WCB Subgrant 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 Subgrant Agreement.
- G. Pursuant to Section 2.2(iii) of the WCB Subgrant 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 Subgrant 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 Subgrant 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 Subgrant 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 Subgrant Agreement.
6. **Effectiveness of WCB Subgrant Agreement.** The terms and conditions of the WCB Subgrant Agreement remain unmodified and in full force and effect.
7. **WCB Subgrant Agreement Revision.** Attached to this Assignment is a revised Exhibit "D" (Notice of Unrecorded Agreement to Subgrant) to the WCB Subgrant Agreement. Concurrent with the execution of this Agreement, the Exhibit "D" attached hereto shall replace and supersede the original Exhibit "D" to the WCB Subgrant 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 Subgrant Agreement and/or Assignee's exercise of its rights and performance of its obligations for the Property or the WCB Subgrant 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

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:
Best Best & Krieger LLP

By: _____

Title: _____

John P. Donnelly
Partner

Approved as to Form:
County Counsel
Pamela J. Walls

By: _____

Synthia M. Gunzel
Deputy County Counsel

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____

John P. Donnelly
Executive Director

ATTEST:

KECIA HARPER-IHEM, Clerk

By: _____

DEPUTY

CONSENT OF WCB

The State of California, Wildlife Conservation Board, consents to the foregoing Assignment and Assumption of Agreement to Subgrant for the Acquisition of Fee Title Interest And Consent to Assignment and Assumption for North Warm Springs Creek Conservation Area (Number's SG-1001DT).

By: _____

John P. Donnelly
John P. Donnelly
Executive Director

Date: _____

3/14/13

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.

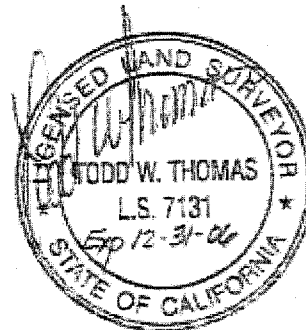
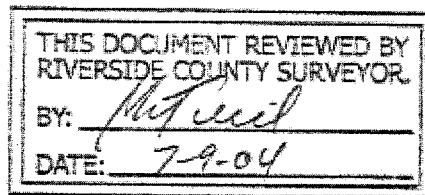


EXHIBIT D

To North Warm Springs Conservation Area (Number SG-1001DT)

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

NOTICE OF UNRECORDED AGREEMENT TO SUBGRANT

This Notice of Unrecorded Agreement to Subgrant ("Notice"), dated as of _____, 2013, is recorded to provide a notice of the assignment of an Agreement to Subgrant 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 Agreement to Subgrant for acquisition of fee interest No. SG-1001DT ("Subgrant 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 Subgrant 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 Subgrant Agreement, County executed a Notice of Unrecorded Agreement to Subgrant that was recorded on February 3, 2005, as Document No. 2005-0097482 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 Subgrant

Agreement. Under the terms of the Subgrant 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 Agreement to Subgrant for the 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 Subgrant Agreement and transfer of the Property to the RCA; and RCA agrees to accept and assume all obligations of the County under the Subgrant 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 Subgrant 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 Subgrant 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 Subgrant was awarded are maintained.
3. Pursuant to Sections 3 and 4 of the Subgrant 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 Subgrant Agreement shall be binding upon Grantee and all designees, successors and assigns of Grantee.

6. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Subgrant Agreement. Grantee and WCB each has rights, duties and obligations under the Subgrant Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Subgrant Agreement, the terms of the Grant shall govern and control.
7. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Agreement to Subgrant No. SG-1001DT for acquisition of fee Interest by and between WCB and County that commenced November 28, 2001, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

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

By: _____
Charles V. Landry
Executive Director

[Notary Acknowledgment]

EXHIBIT A
(Legal Description)

PARCEL "A"

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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;

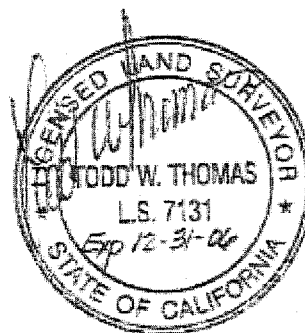
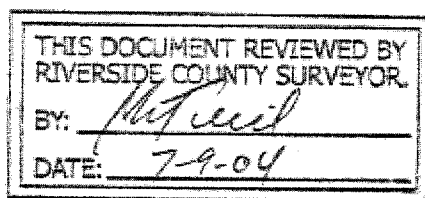
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Thence continuing northerly along said centerline of Los Alamos Road on a reverse curve concave to the northwest, having a radius of 320.20 feet, through an angle of $40^{\circ} 35' 00''$, a distance of 226.80 feet (the initial radial line from the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



**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 the Acquisition of Fee (Number WC-2122TM), effective August 15, 2003 (the "**WCB Grant Agreement**"), in which WCB agreed to grant funds in the amount of \$5,000,000.00 ("**Grant Funds**") to County for the purpose of facilitating County's acquisition of fee title to approximately 884 ± acres of real property known as the Wilson Creek Riparian Corridor 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 J.P.R., INC., A California Corporation as Grantor, to COUNTY OF RIVERSIDE, a political subdivision, as Grantee, was recorded in the Official Records of Riverside County on September 12, 2003, as Document Number 2003-709083.
- 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, on August 15, 2003, as Document No. 2003-629327.
- 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 Obligations") as a direct obligation to WCB. 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.
3. **WCB's Consent.** WCB consents to the conveyance of the Property by Assignor to Assignee without waiver of any restriction on further transfer.
4. **No Release.** Assignor shall remain liable for the performance of the provisions of the WCB Grant Agreement.
5. **Effectiveness of WCB Grant Agreement.** The terms and conditions of the WCB Grant Agreement remain unmodified and in full force and effect.
6. **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.
7. **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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California.
13. **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.

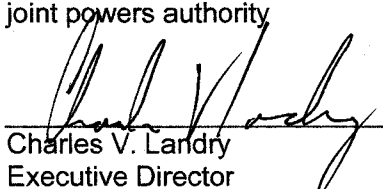
[SIGNATURE PAGE TO FOLLOW]

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: _____

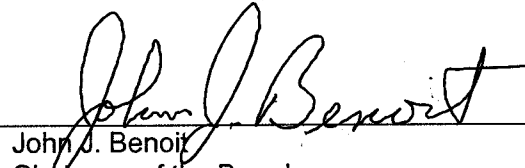

Charles V. Landry
Executive Director

Date: _____

2/14/2013

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

By: _____


John J. Benoit
Chairman of the Board

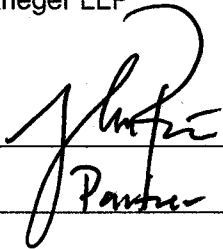
Date: _____

JUN 25 2013

Approved as to Form:
Best Best & Krieger LLP

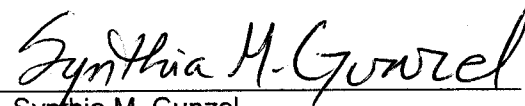
By: _____

Title: _____


John P. Donnelly
Executive Director

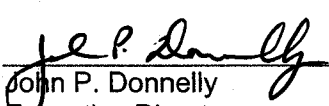
Approved as to Form:
County Counsel
Pamela J. Walls

By: _____


Cynthia M. Gunzel
Deputy County Counsel

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____


John P. Donnelly
Executive Director

ATTEST:

KECIA HARPER IHEM, 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 Interest and Consent to Assignment and Assumption (Grant Number WC-2122TM).

By: 
John F. Donnelly
Executive Director

Date: 3/14/12

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.

EXHIBIT D

To Grant Agreement (Number WC-2122TM)

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

Wilson Creek Riparian Corridor (ID# 2003063)
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 Agreement to Subgrant 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 August 15, 2003, WCB and County entered into a certain Grant Agreement for Acquisition of Fee Interest, Grant No. WC-2122TM ("Grant Agreement"), pursuant to which WCB subgranted to County certain funds WCB had been granted by the United States Fish and Wildlife Service 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 August 15, 2003, as Document No. 2003-629327 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 Subgrant 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.
- 6. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Grant Agreement. Grantee and WCB each has rights, duties and obligations under

the Grant Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Grant Agreement, the terms of the Grant shall govern and control.

7. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest by and between WCB and County that commenced August 19, 2003, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

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

By: _____
Charles V. Landry
Executive Director

[Notary Acknowledgment]

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.

**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 Interest, and Consent to Assignment and Assumption dated June 28, 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 the Acquisition of Fee Interest (Number WC-1035DT), effective November 29, 2001 (the "**WCB Grant Agreement**"), in which WCB agreed to grant funds in the amount of \$7,000,000.00 ("**Grant Funds**") to County for the purpose of facilitating County's acquisition of fee title to approximately 295.56 ± acres of real property known as the Triple Creeks Conservation Area (Bachelor Mountain) 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 LAKE SKINNER INVESTORS SIX, LLC, a Limited Liability Company, as Grantor, to COUNTY OF RIVERSIDE, a political subdivision, as Grantee, was recorded in the Official Records of Riverside County on October 24, 2002, as Document Number 2002-600534.
- 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, on October 24, 2002, as Document No. 2002-600535.
- 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 Obligations") as a direct obligation to WCB. 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.
3. **WCB's Consent.** WCB consents to the conveyance of the Property by Assignor to Assignee without waiver of any restriction on further transfer.
4. **No Release.** Assignor shall remain liable for the performance of the provisions of the WCB Grant Agreement.
5. **Effectiveness of WCB Grant Agreement.** The terms and conditions of the WCB Grant Agreement remain unmodified and in full force and effect.
6. **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.
7. **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 an 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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California.
13. **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
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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

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:
Best Best & Krieger LLP

By: _____

Title: _____

John P. Donnelly
Partner

Approved as to Form:
County Counsel
Pamela J. Walls

By: _____

Synthia M. Gunzel
Deputy County Counsel

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____

John P. Donnelly
Executive Director

ATTEST:

KECIA HARPER-JHEM, 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 Interest and Consent to Assignment and Assumption (Grant Number WC-1035DT).

By: _____


John P. Donnelly
Executive Director

Date: _____

3/14/13

EXHIBIT "A"

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 $12^{\circ} 58' 30''$ 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 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° 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 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.

EXHIBIT D

To Grant Agreement (Number WC-1035DT)

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

Triple Creeks Conservation Area (Bachelor)
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 Agreement to Subgrant 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 29, 2001, WCB and County entered into a certain Grant Agreement for Acquisition of Fee Interest, Grant No. WC-1035DT ("Grant Agreement"), pursuant to which WCB subgranted to County certain funds WCB had been granted by the United States Fish and Wildlife Service 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 October 24, 2002 as Document No. 2002-600535 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 Subgrant 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.
- 6. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Grant Agreement. Grantee and WCB each has rights, duties and obligations under the Grant Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Grant Agreement, the terms of the Grant shall govern and control.
- 7. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest by

and between WCB and County that commenced November 29, 2001, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

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

By: _____
Charles V. Landry
Executive Director

[Notary Acknowledgment]

EXHIBIT "A"

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 $12^{\circ} 58' 30''$ 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 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 $\frac{1}{4}$ 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.

**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 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 the Acquisition of Fee Interest (Number WC-1035DT), effective November 29, 2001 (the "**WCB Grant Agreement**"), in which WCB agreed to grant funds in the amount of \$7,000,000.00 ("**Grant Funds**") to County for the purpose of facilitating County's acquisition of fee title to approximately 40.0 ± acres of real property known as the Triple Creeks Conservation Area (Endres) 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 FRANK J. ENDRES AND LORETTA F. ENDRES, TRUSTEES OF THE ENDRES FAMILY TRUST, DATED NOVEMBER 27, 1995 WHICH RECITES "AS THE SEPARATE PROPERTY OF FRANK J. ENDRES" AND ANNIE M LARSON, as Grantor, to COUNTY OF RIVERSIDE, a political subdivision, as Grantee, was recorded in the Official Records of Riverside County on April 25, 2005, as Document Number 2005-0323583.
- 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, on April 25, 2005, as Document No. 2005-0323584.
- 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

JUN 25 2013 3-9

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 Obligations") as a direct obligation to WCB. 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.
- 3. **WCB's Consent.** WCB consents to the conveyance of the Property by Assignor to Assignee without waiver of any restriction on further transfer.
- 4. **No Release.** Assignor shall remain liable for the performance of the provisions of the WCB Grant Agreement.
- 5. **Effectiveness of WCB Grant Agreement.** The terms and conditions of the WCB Grant Agreement remain unmodified and in full force and effect.
- 6. **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.
- 7. **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 an

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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California.
13. **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
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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
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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.

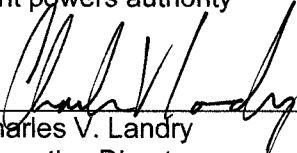
[SIGNATURE PAGE TO FOLLOW]

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:

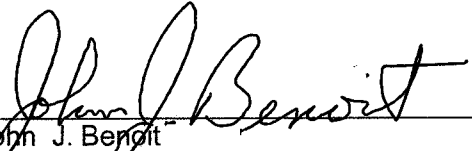

Charles V. Landry
Executive Director

Date:

2/14/2013

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

By:

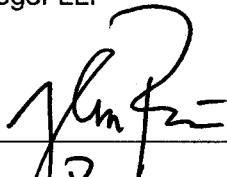

John J. Benoit
Chairman of the Board

Date:

JUN 25 2013

Approved as to Form:
Best Best & Krieger LLP

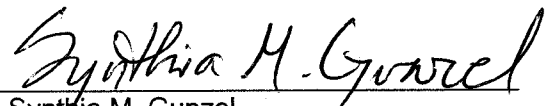
By:


Parker

Title:

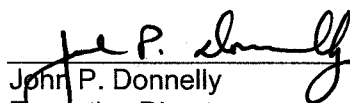
Approved as to Form:
County Counsel
Pamela J. Walls

By:


Cynthia M. Gunzel
Deputy County Counsel

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By:


John P. Donnelly
Executive Director

ATTEST:

KECIA HARPER-IHEM, Clerk

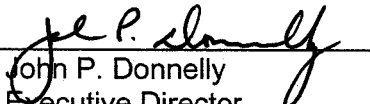
By:


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 Interest and Consent to Assignment and Assumption (Grant Number WC-1035DT).

By: _____


John P. Donnelly
Executive Director

Date: _____

3/14/13

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.

EXHIBIT D

To Grant Agreement (Number WC-1035DT)

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

Triple Creeks Conservation Area (Endres)
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 Agreement to Subgrant 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 29, 2001, WCB and County entered into a certain Grant Agreement for Acquisition of Fee Interest, Grant No. WC-1035DT ("Grant Agreement"), pursuant to which WCB subgranted to County certain funds WCB had been granted by the United States Fish and Wildlife Service 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 April 25, 2005, as Document No. 2005-0323584 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 Subgrant 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.

6. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Grant Agreement. Grantee and WCB each has rights, duties and obligations under the Grant Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Grant Agreement, the terms of the Grant shall govern and control.
7. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest by and between WCB and County that commenced November 29, 2001, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

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

By: _____
Charles V. Landry
Executive Director

[Notary Acknowledgment]

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.

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

This Assignment and Assumption of Subgrant 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 an Agreement to Subgrant (Number WC-4001LD), effective November 18, 2004 (the "**WCB Grant Agreement**"), in which WCB agreed to grant funds in the amount of \$500,000.00 ("**Grant Funds**") to County for the purpose of facilitating County's acquisition of fee title to approximately 40 ± acres of real property known as the French Valley Wildlife Area, Expansion I 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 DAVID W. LEDBETTER AND IRENE C. LEDBETTER, CO-TRUSTEES OF THE LEDBETTER TRUST ESTABLISHED SEPTEMBER 22, 1999 AND MARY ELLEN MILHOLLAND, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Grantor, to COUNTY OF RIVERSIDE, a political subdivision, as Grantee, was recorded in the Official Records of Riverside County on February 17, 2005, as Document Number 2005-0130674.
- C. A Notice of Unrecorded Agreement to Subgrant, 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, on February 17, 2005, as Document No. 2005-0130677.
- 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

JUN 25 2013 3-9

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 Obligations") as a direct obligation to WCB. 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.
3. **WCB's Consent.** WCB consents to the conveyance of the Property by Assignor to Assignee without waiver of any restriction on further transfer.
4. **No Release.** Assignor shall remain liable for the performance of the provisions of the WCB Grant Agreement.
5. **Effectiveness of WCB Grant Agreement.** The terms and conditions of the WCB Grant Agreement remain unmodified and in full force and effect.
6. **WCB Grant Agreement Revision.** Attached to this Assignment is a revised Exhibit "D" (Notice of Unrecorded Agreement to Subgrant) 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.
7. **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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California.
13. **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.

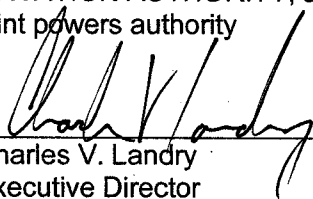
[SIGNATURE PAGE TO FOLLOW]

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: _____

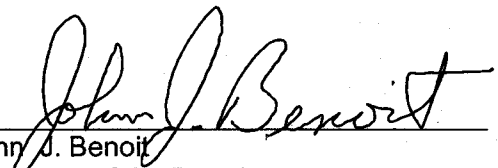

Charles V. Landry
Executive Director

Date: _____

2/14/2013

COUNTY OF RIVERSIDE, a political
subdivision

By: _____


John J. Benoit
Chairman of the Board

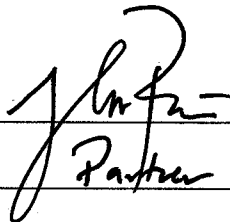
Date: _____

JUN 25 2013

Approved as to Form:
Best Best & Krieger LLP

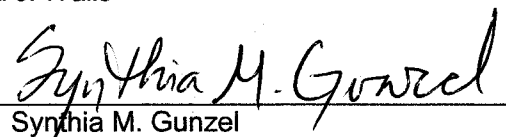
By: _____

Title: _____


John P. Donnelly
Executive Director

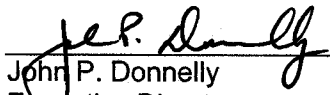
Approved as to Form:
County Counsel
Pamela J. Walls

By: _____


Cynthia M. Gunzel
Deputy County Counsel

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____


John P. Donnelly
Executive Director

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 Subgrant Agreement for the Acquisition of Fee Interest And Consent to Assignment and Assumption for Agreement to Subgrant (Number WC-4001LD).

By: _____


John P. Donnelly
Executive Director

Date: _____

3/14/13

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 D

To Agreement to Subgrant (Number WC-4001LD)

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

Project Name: French Valley Conservation Area
Expansion I, Riverside County

Space above line for Recorder's use

NOTICE OF UNRECORDED AGREEMENT TO SUBGRANT

This Notice of Unrecorded Agreement to Subgrant ("Notice"), dated as of _____, 2013, is recorded to provide a notice of the assignment of an Agreement to Subgrant 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 Agreement to Subgrant, Grant No. WC-4001LD ("Grant Agreement"), pursuant to which WCB subgranted to County certain funds WCB had been granted by the United States Fish and Wildlife Service 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 Notice of Unrecorded Agreement to Subgrant, that was recorded on February 17, 2005, as Document No. 2005-0130677 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 Subgrant 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.
6. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Grant Agreement. Grantee and WCB each has rights, duties and obligations under the Grant Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Grant Agreement, the terms of the Grant shall govern and control.
7. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest by

and between WCB and County that commenced November 18, 2004, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

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

By: _____
Charles V. Landry
Executive Director

[Notary Acknowledgment]

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.

**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 28, 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 the Acquisition of Fee (Number WC-1035DT), effective November 29, 2001, (the "**WCB Grant Agreement**"), in which WCB agreed to grant funds in the amount of \$7,000,000.00 ("**Grant Funds**") to County for the purpose of facilitating County's acquisition of fee title to approximately 368.3 ± acres of real property known as the Triple Creeks Conservation Area (Briggs Ranch) 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 ANDREW D. MC ELHINNEY, A MARRIED MAN AS HIS SEPARATE PROPERTY AS TO AN UNDIVIDED ½ INTEREST IN PARCELS 1 AND 2 AND LETTERED LOTS B AND C OF PARCEL MAP 10216; AND MARCELEET STIMMEL, A MARRIED WOMAN AS HER SEPARATE PROPERTY AS TO AN UNDIVIDED ½ INTEREST IN LETTERED LOTS B AND C OF PARCEL MAP 10216; AND JAMES R. STIMMEL AND MARCELEET STIMMEL, CO-TRUSTEES OF THE STIMMEL FAMILY TRUST DATED MARCH 24, 2000, AS TO AN UNDIVIDED ½ INTEREST IN PARCELS 1 AND 2 OF PARCEL MAP 10216; AND ANDREW D. MC ELHINNEY AND CAMILLE V. MC ELHINNEY, HUSBAND AND WIFE AS JOINT TENANTS, AS TO PARCEL 3 AND LETTERED LOT D OF PARCEL MAP 10216; AND JAMES R. STIMMEL AND MARCELEET STIMMEL, CO-TRUSTEES OF THE STIMMEL FAMILY TRUST DATED MARCH 24, 2000, AS TO PARCEL 4 AND LETTERED LOT E OF PARCEL MAP 10216; AND ANDREW D. MC ELHINNEY, A MARRIED MAN AS HIS SEPARATE PROPERTY, AS TO AN UNDIVIDED ½ INTEREST, AND JAMES R. STIMMEL AND MARCELEET STIMMEL, CO-TRUSTEES OF THE STIMMEL FAMILY TRUST DATED MARCH 24, 2000, AS TO AN UNDIVIDED ½ INTEREST, AS TO

JUN 25 2013 3-9

PARCEL 1 OF LOTLINE ADJUSTMENT #4130; AND ANDREW D. MC ELHINNEY AND CAMILLE V. MC ELHINNEY, HUSBAND AND WIFE AS JOINT TENANTS, AS TO PARCEL 3 OF LOT LINE ADJUSTMENT #4130, as Grantor, to COUNTY OF RIVERSIDE, a political subdivision, as Grantee, was recorded in the Official Records of Riverside County on June 4, 2002, as Document Number 2002-301071.

- C. 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, on June 4, 2002, as Document No. 2002-301073.
- 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 Obligations") as a direct obligation to WCB. 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.
3. **WCB's Consent.** WCB consents to the conveyance of the Property by Assignor to Assignee without waiver of any restriction on further transfer.

4. **No Release.** Assignor shall remain liable for the performance of the provisions of the WCB Grant Agreement.
5. **Effectiveness of WCB Grant Agreement.** The terms and conditions of the WCB Grant Agreement remain unmodified and in full force and effect.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California.
13. **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.

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

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:
Best Best & Krieger LLP

By: _____

Title: _____

[Signature]
Partner

Approved as to Form:
County Counsel
Pamela J. Walls

By: _____

Synthia M. Gunzel
Deputy County Counsel

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____

John P. Donnelly
Executive Director

ATTEST:

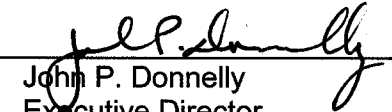
KECIA HAPPERT-HEM, Clerk

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 Interest and Consent to Assignment and Assumption (Grant Number WC-1035DT).

By: 
John P. Donnelly
Executive Director

Date: 3/14/12

EXHIBIT "A"

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

OF NORTHWEST QUARTER OF FRACTIONAL SECTION 30; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30, SOUTH 89° 17' 54" WEST A DISTANCE OF 1328.68 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30, SOUTH 00° 51' 00" EAST A DISTANCE OF 662.47 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30; THENCE ALONG THE SOUTH LINE OF SAID THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30, SOUTH 89° 17' 19" WEST A DISTANCE OF 1490.76 TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30, NORTH 00° 06' 32" WEST A DISTANCE OF 1324.67 FEET TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 30; THENCE ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 30, NORTH 89° 18' 00" EAST A DISTANCE OF 1473.63 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, NORTH 01° 03' 09" WEST A DISTANCE OF 1327.32 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19, NORTH 01° 03' 09" WEST A DISTANCE OF 1327.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND IS ALSO SHOWN AS PARCEL 1 OF RECORD OF SURVEY RECORDED DECEMBER 14, 1999 IN BOOK 107, PAGES 67 THROUGH 69 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL C:

PARCEL 3 AS SHOWN ON LOT LINE ADJUSTMENT LLA# 4130 RECORDED OCTOBER 28, 1999 AS INSTRUMENT NO. 474346 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, 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:

BEGINNING 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 NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, SOUTH 01° 03' 09" 1327.32 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, SOUTH 89° 21' 43" WEST A DISTANCE OF 1204.82 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 486947, RECORDED DECEMBER 27, 1996, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID EAST LINE, NORTH 00° 14' 30" WEST A DISTANCE OF 13.36 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89° 45' 30" WEST A DISTANCE OF 250.00 FEET TO A POINT ON THE WEST LINE OF SAID FRACTIONAL SECTION 19, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG SAID WEST LINE OF FRACTIONAL SECTION 19, NORTH 00° 14' 30" WEST A DISTANCE OF 1313.81 FEET, TO SAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19 AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND IS ALSO SHOWN AS PARCEL 3 OF RECORD OF SURVEY RECORDED DECEMBER 14, 1999 IN BOOK 107, PAGES 67 THROUGH 69 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT D

To Grant Agreement (Number WC-1035DT)

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

Triple Creeks Conservation Area (Briggs Ranch)
Riverside County – Project ID: 2001180

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 Agreement to Subgrant 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 29, 2001, WCB and County entered into a certain Grant Agreement for Acquisition of Fee Interest, Grant No. WC-1035DT ("Grant Agreement"), pursuant to which WCB subgranted to County certain funds WCB had been granted by the United States Fish and Wildlife Service 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 June 4, 2002, as Document No. 2002-301073 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 Subgrant 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.
6. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Grant Agreement. Grantee and WCB each has rights, duties and obligations under the Grant Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Grant Agreement, the terms of the Grant shall govern and control.
7. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest by

and between WCB and County that commenced November 29, 2001, and is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95811-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

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

By: _____
Charles V. Landry
Executive Director

[Notary Acknowledgment]

EXHIBIT "A"

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:

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BEGINNING 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 NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, SOUTH 01° 03' 09" 1327.32 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19, SOUTH 89° 21' 43" WEST A DISTANCE OF 1204.82 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 486947, RECORDED DECEMBER 27, 1996, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID EAST LINE, NORTH 00° 14' 30" WEST A DISTANCE OF 13.36 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89° 45' 30" WEST A DISTANCE OF 250.00 FEET TO A POINT ON THE WEST LINE OF SAID FRACTIONAL SECTION 19, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG SAID WEST LINE OF FRACTIONAL SECTION 19, NORTH 00° 14' 30" WEST A DISTANCE OF 1313.81 FEET, TO SAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 19 AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND IS ALSO SHOWN AS PARCEL 3 OF RECORD OF SURVEY RECORDED DECEMBER 14, 1999 IN BOOK 107, PAGES 67 THROUGH 69 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.