

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

709



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
December 17, 2014

SUBJECT: Adopt Resolution No. 2015-1, Authorization to Sell the Fee Interest in Real Property located in the City of Blythe, Riverside County, State of California, Assessor's Parcel Number 833-310-016; CEQA Finding of Exemption; District 4

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15312 Surplus Government Property Sales; and
2. Adopt Resolution No. 2015-1 Authorization to Sell the Fee Interest in Real Property located in the City of Blythe, Riverside County, State of California, with Assessor's Parcel Number 833-310-016; and
3. Approve that certain Offer and Agreement to Purchase Real Property between the Riverside County Regional Park and Open-Space District and M & N Group, LLC and authorize the Chairman of the Board to execute the same agreement on behalf of the District and the conveyance document in favor of the buyer; and

(Continued on page 2)

Scott Bangle
General Manager

2015-015D BH

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:	Budget Adjustment: NO
	For Fiscal Year: 2014-2015

C.E.O. RECOMMENDATION: APPROVE
BY:
Alex Gann
County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Benoit, seconded by Director Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 13, 2015
xc: Parks, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 13-1D of 11/04/14 | District: 4 | Agenda Number: **13-1**

FORM APPROVED COUNTY CC 3EL
BY:
ANITA C. WILLIS
DATE: 12-22-14

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution No. 2015-1, Authorization to Sell the Fee Interest in Real Property located in the City of Blythe, Riverside County, State of California, Assessor's Parcel Number 833-310-016; CEQA Finding of Exemption; District 4

DATE: December 17, 2014

PAGE: 2 of 2

RECOMMENDED MOTIONS: (continued)

4. Authorize the General Manager, or his designee, for the District to execute any other documents necessary to complete this transaction; and
5. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five (5) days of approval of this project.

BACKGROUND:

Summary

On September 30, 2014, the Board of Directors adopted Resolution No. 2014-9 Declaration of Surplus Real Property and Notice of Intention to Sell Real Property located in the City of Blythe, County of Riverside, State of California with Assessor's Parcel Number 833-310-016 ("Property"). A public hearing was set for November 4, 2014 to receive any bids to purchase the Property. During the public hearing, the Board conducted the sale through a public bidding process and accepted the highest bid in the amount of Nine Hundred Thirty One Thousand Six Hundred Eighty Five Hundred Dollars and Fifty Four Cents (\$931,685.54) from M & N Group, LLC. District staff recommends the authorization of the sale and approval of the Offer and Agreement to Purchase Real Property between the Riverside County Regional Park and Open-Space District and M & N Group, LLC. The parties will open escrow upon full approval and execution of the Agreement. The proceeds of this sale, less administrative costs, will be disbursed by the escrow company to the District, as it is District-owned real property, upon consummation of this transaction via escrow to close within 60 days after opening escrow.

Pursuant to the California Environmental Quality Act (CEQA), the sale was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15312 – Surplus Government Property Sales. The proposed project is the sale of property involving real property that is no longer needed for the use by or purposes of the District, does not have significant values for wildlife habitat or other environmental purposes and the use of the property and adjacent property has not changed since the time of acquisition by the District.

Resolution No. 2015-1 and the Offer and Agreement to Purchase Real Property has been reviewed and approved as to form by County Counsel.

Impact on Citizens and Businesses

The sale proceeds and revenue will enable the District to direct these funds to provide better and necessary services to the residents and businesses of the County.

Attachments:

Resolution No. 2015-1

Offer and Agreement to Purchase Real Property

Exhibits A, A-1, B and C

Notice of Exemption

RESOLUTION NO. 2015-1

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY
REGIONAL PARK AND OPEN-SPACE DISTRICT FOR THE AUTHORIZATION TO SELL
THE FEE INTEREST IN REAL PROPERTY LOCATED IN THE CITY OF BLYTHE,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
ASSESSOR'S PARCEL NUMBER 833-310-016

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") owns certain real property, consisting of approximately 21.72 acres of land with certain mobile home park improvements and a mobile home, with Assessor's Parcel Number 833-310-016, located in the City of Blythe, County of Riverside, State of California, also known as the Blythe Mobilehome Estates Property, more particularly legally described in Exhibit "A", attached hereto and by this reference made a part hereof, ("Property"); and,

WHEREAS, on September 30, 2014, the Board of Directors for the District ("Board") adopted Resolution No. 2014-9 to declare the Property as surplus and provide notice of its intention to sell the Property by a public bidding process conducted in a public hearing; and,

WHEREAS, on November 4, 2014, the Board received bids during a public bidding process conducting in a duly noticed public hearing and accepted the highest bid in the amount of Nine Hundred Thirty One Thousand Six Hundred Eighty Five Dollars and Fifty Four Cents (\$931,685.54) from M&N Group, LLC; and

WHEREAS, the District has reviewed and determined the sale of the Property as categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15312 because the proposed project is the sale of real property involving the transfer of title to the real property that is no longer needed for the use by or purposes of the District, does not have significant values for wildlife habitat or other environmental purposes and the use of the property and adjacent property has not change since the time of acquisition by the District.; and

WHEREAS, the District and M&N Group, LLC desire to enter into that certain Offer and Agreement to Purchase of Real Property ("Agreement") to provide for all the terms and

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 12-22-14
DATE: SYNTHIA M. GUNZEL

1 conditions of this sale, including those provided below; now, therefore,

2 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of
3 Directors of the Riverside County Regional Park and Open-Space District, in regular session
4 assembled on or after Janauary 13, 2015, that it hereby finds the sale of the Property as
5 categorically exempt from CEQA under CEQA Guidelines Section 15312 and authorizes the
6 sale of the Property to M&N Group, LLC, a California limited liability company, (“Buyer”) in
7 accordance with the terms and conditions provided in that certain Offer and Agreement to
8 Purchase Real Property and the following:

- 9 1) The purchase price to be paid by the Buyer shall be Nine Hundred Thirty One
10 Thousand Six Hundred Eighty Five Dollars and Fifty Four Cents (\$931,685.54).
- 11 2) The deposit submitted by Buyer in the amount of Twenty Eight Thousand Dollars
12 (\$28,000) shall be applied to the purchase price.
- 13 3) The Buyer shall pay the remaining balance of the purchase price in the amount of
14 Nine Hundred Three Thousand Six Hundred Eighty Five Dollars and Fifty Four
15 Cents (\$903,685.54) within the number of days required in the Agreement between
16 the District and M&N Group, LLC.
- 17 4) Buyer shall submit all other amounts necessary for escrow and closing costs within
18 sixty (60) days after the approval by the Board or as provided in the Agreement,
19 whichever is sooner.
- 20 5) The conveyance of the Property shall be in the form of a Quitclaim Deed in favor of
21 the Buyer and shall be subject to all liens, encumbrances, easements, covenants,
22 conditions, restrictions, rights and other exceptions of record. The Property is being
23 sold “AS IS”.
- 24 6) The District makes no warranties or representations, express or implied, regarding
25 the condition of the property, which land uses are permitted or can be changed, any
26 matters concerning zoning, availability of public utility services or suitability for the
27 purpose in which the Buyer may wish to use the Property.
- 28 7) Title insurance shall be at the option of the Buyer and Buyer’s sole cost and expense.

1 8) Buyer shall be solely responsible for all costs associated with this sales transaction,
2 including Escrow and Title Company costs and fees to consummate the transaction.

3 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the
4 Chairman of the Board is authorized to execute the Offer and Agreement to Purchase Real
5 Property and the Quitclaim Deed on behalf of the District.

6 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
7 authorizes the General Manager, or his designee, to execute any other documents necessary to
8 complete this transaction.

9 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
10 has given notice hereof as provided in Section 6063 of the Government Code.

11 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that Board
12 authorizes that the net proceeds from the sale to be deposited into the District's account.

13
14 ROLL CALL:

15 Ayes: Jeffries, Benoit and Ashley
16 Nays: None
17 Absent: Tavaglione

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

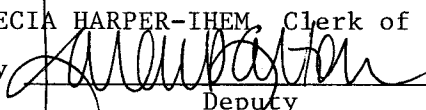
19 KECIA HARPER-IHEM, Clerk of said Board
20 By  Deputy
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28

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel "B" of Lot Line Adjustment No. 2012-02, in the City of Blythe, County of Riverside, State of California, recorded April 4, 2012 as Instrument No. 2012-0154427 of Official Records of said County, described as follows:

Being portions of Parcel 1 and Parcel 3 as described in Quitclaim Deed recorded October 5, 1998 as Instrument No. 430266, Official Records of Riverside County, lying within those portions of Government Lots 5 and 6 in fractional Section 36, Township 6 South, Range 23 East, San Bernardino Base and Meridian, according to the United States Government Survey approved December 28, 1874, together with a portion of the accretional lands lying Southeasterly of said Government Lots 5 and 6, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest quarter of the Southwest quarter of said Section 36;
Thence South $00^{\circ}54'50''$ East 162.02 feet along the West line of the Southwest quarter of said Section 36 to a point lying parallel with and 162.00 feet Southerly, measured at right angles, from the Northerly line of the South half of the Northwest quarter of the Southwest quarter of said Section 36, also being the true point of beginning.
Thence South $89^{\circ}59'00''$ East 1382.07 feet along said parallel line and the North line of said Parcel 1;
Thence South $00^{\circ}00'00''$ West 219.94 feet to the to the to the Southerly right-of-way line of B Street (40.00 feet in width) as shown on Riverside County Map No. 818-RR, on file in the Office of the Country Surveyor of Riverside County, California;
Thence along said Southerly line for the following 4 courses;
Thence South $90^{\circ}00'00''$ West 107.50 feet to the beginning of a tangent curve concave Southerly and having a radius of 269.71 feet;
Thence Southwesterly along the arc of said curve an arc distance of 211.83 feet through a central angle of $45^{\circ}00'00''$;
Thence South $45^{\circ}00'00''$ West 496.72 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 620.00 feet;
Thence Southwesterly along the arc of said curve an arc distance of 349.62 feet through a central angle of $32^{\circ}18'34''$ to the beginning of a reverse curve concave Easterly and having a radius of 30.00 feet, a line radial from said curve at said point bears North $12^{\circ}41'26''$ West;
Thence Southerly along the arc of said curve an arc distance of 75.84 feet through a central angle of $144^{\circ}50'55''$;

Thence South 22°27'39" West 60.00 feet to the Northerly line of the right-of-way of California State Highway Route 64 (U.S. No. 60), as per California State Highway right-of-way Map XI-RIV-64-F, Colorado River Bridge Plans, also being the beginning of a non-tangent curve concave Southwesterly and having a radius of 1240.00 feet, a line radial from said curve at said point bears South 22°27'39" West;
Thence Northwesterly along the arc of said curve an arc distance of 135.92 feet through a central angle of 6°16'49";
Thence North 73°49'10" West 180.00 feet along the Northerly line of said right-of-way of California State Highway Route 64;
Thence North 01°40'25" West 63.82 feet along said Northerly right-of-way line to the Easterly end of the beginning of a non-tangent curve concave Southwesterly and having a radius of 1230.00 feet, a line radial from said curve at said point bears South 12°42'42" West;
Thence Northwesterly along the arc of said curve an arc distance of 89.22 feet through a central angle of 04°09'21", a line radial from said curve at said point bears South 08°33'21" West, to the West line of the Southwest quarter of said Section 36;
Thence North 00°54'50" West 754.21 feet along said West line to the true point of beginning.

Assessor's Parcel Number: **833-310-016**



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

SCOTT BANGLE Parks Director/General Manager
KYLA BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

1/20/15 Date KB Initial

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

TO: County Clerk
County of Riverside
4080 Lemon St.
Riverside, CA 92501

FROM: Riverside County Regional
Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

December 11, 2014

Project Name: Surplus and Sale: Blythe Mobile Home Estates

Project Number: N/A

Project Location: Riverside County Assessor's Parcel Numbers (APN): 833-310-016 located in T6S R36E-Section35. Lat./Long. N 33° 36' 13.9218" W 114° 32' 1.1023"

Description of Project: The District owns fee title to certain real property with APN 833-310-016 that has been operated as a mobile home park and known as the Blythe Mobile Home Estates property near the Colorado River and Interstate 10, in Blythe, California. The District has also recently completed a Comprehensive Park Plan. It has been determined the Blythe Mobile Home Estates is no longer needed for the use by or the purposes of the District. The District has declared the Blythe Mobile Home Estates property as surplus and now desires to dispose of the holding through the Surplus Government Property Sale process.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Person or Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15312-Surplus Government Property Sales

Reason(s) Why Project is Exempt: The proposed project is the sale of property involving real property that is no longer needed for the use by or the purposes of the District. It does not have significant values for wildlife habitat or other environmental purposes. The use of the property and adjacent property has not change since the time of acquisition by the District.

Signed:

Scott Bangle, General Manager

Date: 12/15/14

JAN 13 2015 13-1D

4600 Crestmore Road, Jurupa Valley, CA 92509
Tel: 951.955.4310 • Fax: 951.955.4305 • www.RivCoParks.org
NATIONALLY ACCREDITED AGENCY

WHEN RECORDED MAIL TO:
Neal Grabowski
31631 Auto Center Drive
Lake Elsinore, CA 92530

WITH A CONFORMED COPY TO:
Riverside County Parks & Open Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

APN 833-310-016
Property Location: 228 Blue Ridge Road, Blythe, CA 92225

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

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

Grantee agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. Grantee, or any person claiming under or through Grantee, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

GRANTOR:

Dated: January 13, 2015

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

By: 
KEVIN JEFFRIES

Chairman, Board of Directors

ATTEST:

ATTACH NOTARY ACKNOWLEDGMENT

KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

JAN 13 2015 13-1D

**EXHIBIT A TO
QUITCLAIM DEED**

Legal Description of Property
APN 833-310-016
228 Blue Ridge Road, Blythe, CA 92225

[attached behind this page]

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel "B" of Lot Line Adjustment No. 2012-02, in the City of Blythe, County of Riverside, State of California, recorded April 4, 2012 as Instrument No. 2012-0154427 of Official Records of said County, described as follows:

Being portions of Parcel 1 and Parcel 3 as described in Quitclaim Deed recorded October 5, 1998 as Instrument No. 430266, Official Records of Riverside County, lying within those portions of Government Lots 5 and 6 in fractional Section 36, Township 6 South, Range 23 East, San Bernardino Base and Meridian, according to the United States Government Survey approved December 28, 1874, together with a portion of the accretional lands lying Southeasterly of said Government Lots 5 and 6, being more particularly described as follows:

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Thence South 00°54'50" East 162.02 feet along the West line of the Southwest quarter of said Section 36 to a point lying parallel with and 162.00 feet Southerly, measured at right angles, from the Northerly line of the South half of the Northwest quarter of the Southwest quarter of said Section 36, also being the true point of beginning.
Thence South 89°59'00" East 1382.07 feet along said parallel line and the North line of said Parcel 1;
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Thence Southwesterly along the arc of said curve an arc distance of 211.83 feet through a central angle of 45°00'00";
Thence South 45°00'00" West 496.72 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 620.00 feet;
Thence Southwesterly along the arc of said curve an arc distance of 349.62 feet through a central angle of 32°18'34" to the beginning of a reverse curve concave Easterly and having a radius of 30.00 feet, a line radial from said curve at said point bears North 12°41'26" West;
Thence Southerly along the arc of said curve an arc distance of 75.84 feet through a central angle of 144°50'55";

Thence South 22°27'39" West 60.00 feet to the Northerly line of the right-of-way of California State Highway Route 64 (U.S. No. 60), as per California State Highway right-of-way Map XI-RIV-64-F, Colorado River Bridge Plans, also being the beginning of a non-tangent curve concave Southwesterly and having a radius of 1240.00 feet, a line radial from said curve at said point bears South 22°27'39" West;
Thence Northwesterly along the arc of said curve an arc distance of 135.92 feet through a central angle of 6°16'49";
Thence North 73°49'10" West 180.00 feet along the Northerly line of said right-of-way of California State Highway Route 64;
Thence North 01°40'25" West 63.82 feet along said Northerly right-of-way line to the Easterly end of the beginning of a non-tangent curve concave Southwesterly and having a radius of 1230.00 feet, a line radial from said curve at said point bears South 12°42'42" West;
Thence Northwesterly along the arc of said curve an arc distance of 89.22 feet through a central angle of 04°09'21", a line radial from said curve at said point bears South 08°33'21" West, to the West line of the Southwest quarter of said Section 36;
Thence North 00°54'50" West 754.21 feet along said West line to the true point of beginning.

Assessor's Parcel Number: **833-310-016**

Assessor's Parcel No.: 833-310-016

Property Location: 228 Blue Ridge Road, Blythe, CA 92225

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

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Assessor's Parcel No.: 833-310-016

Property Location: 228 Blue Ridge Road, Blythe, California 92225

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: M & N Group, LLC, a limited liability company

SELLER: Riverside County Regional Park & Open-Space District, a special district created pursuant to the California Public Resources Code Div. 5, Ch. 3, Art. 3

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located at 228 Blue Ridge Road, Blythe, California 92225, further described below in Section 1, and in the Preliminary Report attached hereto as "Exhibit A-1," upon the terms and conditions as stated herein for the purchase price of:

Nine Hundred Thirty One Thousand Six hundred Eighty Five Dollars and Fifty Four Cents
(\$931,685.54)

BUYER has given SELLER a good faith deposit (hereinafter the "Bid Deposit") in the amount of Twenty Eight Thousand Dollars (\$28,000.00).

1. **PROPERTY.** For the purchase price provided above and on the terms and conditions set forth in this Agreement, seller shall sell to buyer, and buyer shall purchase from seller the Property consisting of the following:

1.1 That certain real property legally described and depicted in Exhibit "A", attached and incorporated by reference (the "land");

1.2 All improvements, structures, and fixtures, now existing or at any time or times subsequently placed, constructed, or installed on the land (the "improvements");

1.3 All tangible personal property (the "personal property") now existing or subsequently placed or installed on or about the land or improvements and used in connection with the mobile home park business now or subsequently conducted there, including, but not limited to, the items to be left with the property by Seller and excluding the items to be taken with the Seller as described in the List of Personal Property, attached as Exhibit "B", and by this reference incorporated herein; and

1.4 All intangible property (the "intangible property") now or subsequently owned or held by seller in connection with the land, the improvements, or the personal property, or the mobile home park business now or subsequently conducted there or with their use, including, but not limited to, any trade style or trade name used in connection with the business, including a trade name, and any leases, contract rights, agreements, catalogs, customer lists,

correspondence with customers and suppliers, booklets and manuals, advertising material, utility contracts, and telephone numbers of the business.

The property purchased under this Agreement is collectively referred to as the "Property."

2. TERMS OF OFFER.

2.1 This offer will remain open and will not be revoked by BUYER for the period commencing with the date of execution of this agreement by BUYER and ending on the earlier of:

- A. 60 days thereafter; or
- B. Receipt of written notice from SELLER that the offer has been rejected.

2.2 Within 60 days after the execution of this Agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

2.3 SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

2.4 BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This Agreement is not binding upon SELLER until the offer is accepted in the manner prescribed herein, and the SELLER authorizes the sale, approves the Agreement and BUYER complies fully with each and every term and condition contained herein.

2.5 Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded. Should SELLER fail to accept or reject this offer within the 60 day period specified in Clause 1 (Term of Offer), BUYER may withdraw the offer by providing written notice to SELLER. In such event, the Bid Deposit paid by BUYER shall be refunded, provided BUYER withdraws the offer prior to SELLER's acceptance of the offer as set forth in Section 2 (Terms of Offer).

3. **FINANCING.** All costs for financing, including new loans and offer or purchase related costs, will be at the expense of BUYER and shall not delay this transaction. The offer and this sale is for cash and is not contingent upon BUYER obtaining funds or borrowing to complete this purchase.

4. **ESCROW.** Upon Board approval of this Agreement, BUYER and SELLER agree to open escrow within ten (10) days of said approval by the Board and to execute escrow instructions reasonably required by Lawyers Title Company, hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days thereafter and shall provide for close of escrow within 60 days, or sooner if it is mutually desirable to BUYER and SELLER. The term of escrow shall not be extended unless authorized in writing by SELLER.

4.1 Balance of the bid amount hereby offered, in excess of the down payment shall be paid in cash within sixty (60) days of the bid acceptance.

4.2 Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Clause 15 (Liquidated Damages).

5. DEPOSITS.

5.1 Within 10 days after the opening of escrow, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.

5.2 In the event BUYER fails, for any reason whatsoever, to pay into escrow within such 10-day period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Section 16 (Liquidated Damages).

5.3 The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Section 8 (Delivery of Documents and Funds).

6. BUYER'S COSTS.

6.1 BUYER shall pay the following closing costs in connection with this purchase:

- A. The standard owner's title insurance policy; if BUYER desires to purchase;
- B. The escrow fee;
- C. Lender's title insurance policy, if any;
- D. Documentary transfer tax; and
- E. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees.

6.2 If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any escrow and title cancellation fees.

7. SELLER'S COSTS.

7.1 SELLER shall pay the following closing costs in connection with this purchase:

- A. None

7.2 All closing costs shall be borne by BUYER.

8. DELIVERY OF DOCUMENTS AND FUNDS.

8.1 SELLER shall deliver to escrow a Quit Claim Deed including covenants provided in Section 17 herein this Agreement, in the form attached hereto as "Exhibit C," and such other documents as are required to transfer title to the Property. Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

- A. The balance of the purchase price; and
- B. An amount sufficient to pay for all of BUYER's closing costs, as calculated by the Escrow Holder.

8.2 All payments specified in this clause shall be by cash, cashier's check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at close of escrow.

9. TITLE.

9.1 If BUYER chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by Lawyers Title Company. Title shall be subject to:

- A. Exceptions shown in Exhibit A-1, the Preliminary Report attached hereto, except any delinquent taxes shown in said Report which shall be paid through escrow; and
- B. Any deed of trust or other documents needed to perfect the security interest of the lender, if any, providing purchase money for this purchase.

9.2 If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:

- A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this Agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
- B. Terminate this Agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the BUYER for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the Agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

10. **VESTING.** Title to the Property to be conveyed pursuant to this Agreement shall be vested as set forth by BUYER below. Verify and initial ()

M & N Group LLC, a limited liability company

BUYER IS AWARE THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES AND HAS GIVEN THIS MATTER SERIOUS CONSIDERATION.

11. **PRORATIONS.** Property taxes shall not be prorated to the close of escrow. BUYER is responsible for taxes that are due and payable at the close of escrow. There shall be no other prorations made in connection with this purchase.

12. **TAXES.** THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After close of escrow, a Supplemental Tax Bill will be issued which shall be the responsibility of BUYER to pay.

13. **POSSESSION.** Possession and occupancy of the Property shall be delivered to BUYER at close of escrow.

14. **PROPERTY SOLD IN "AS-IS" CONDITION.**

14.1 BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property lines and boundaries;
- B. Square footage, room dimensions, lot size, and age of property improvements;
- C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural systems and components, and energy efficiency of the Property;
- D. Type, size, adequacy, capacity, and condition of sewer systems and components;
- E. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or

agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;

- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

14.2 BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to purchase the Property in "as-is" condition.

15. **INTENTIONALLY DELETED.**

16. **LIQUIDATED DAMAGES.**

IF BUYER FAILS TO PROCEED WITH THE PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. BY INITIALING THIS PARAGRAPH, BUYER AND SELLER AGREE THAT, IN SUCH EVENT, SELLER SHALL RETAIN AS LIQUIDATED DAMAGES THE LESSER OF THE TOTAL DEPOSITS ACTUALLY PAID BY BUYER, OR ANY AMOUNT THEREFROM, NOT EXCEEDING 3% OF THE PURCHASE PRICE, AND SHALL PROMPTLY RETURN ANY EXCESS TO BUYER.

SELLER's Initials KJ

BUYER's Initials [Signature]

Failure to initial the paragraph above renders this offer non-responsive and the offer will be returned to BUYER without consideration of SELLER.

17. **NON-DISCRIMINATION AND PROPERTY USE.** BUYER agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. BUYER, or any person claiming under or through BUYER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

BUYER acknowledges that the covenants and restrictions contained in this clause shall be included as covenants and restrictions in the Grant Deed conveying title to the Property.

18. **PERMITS AND LICENSES.** BUYER shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of the Property. No permit, approval, or consent given to BUYER by SELLER, in its governmental capacity, shall affect or limit BUYER's obligations hereunder. No approvals or consents given by SELLER, as

a party to this Agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

19. **ASSIGNMENT.** This Agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

20. **SUCCESSORS IN INTEREST.** Subject to the restrictions in Section 19 (Assignment), this Agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

21. **PARTIAL INVALIDITY.** This Agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

22. **NOTICES.** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, SELLER may also provide notices, documents, correspondence, or such other communications to BUYER by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or 48 hours after mailing if provided by regular mail.

If to **SELLER:**
Riverside County Regional Park
& Open-Space District
Attn: General Manager
4600 Crestmore Road
Jurupa Valley, CA. 92509
(951) 955-4310

If to **BUYER:**
M & N Group LLC
Attn: Neal Grabowski
31631 Auto Center Dr.
Lake Elsinore, CA 92530
(909) 225-2332

If to **Escrow Holder:**
Lawyers Title Company
Attn: Chris Maziar
4100 Newport Place Drive, Suite 120
Newport Beach, CA 92660
Telephone: (949) 724-3170

23. **BROKER'S FEES.** N/A

BUYER is represented by the licensed real estate broker listed below and requests that a commission in the amount referenced in paragraph A. below be paid to broker by SELLER from the sale proceeds.

Name of Broker: _____ N/A _____

Address: _____

Telephone: _____

Social Security or Tax ID #: _____

It is understood by and between BUYER and SELLER that:

- A. The amount of the commission shall be ___% of the purchase price;
- B. No commission is payable in connection with this offer unless the offer is accepted and the purchase is completed;
- C. If the offer is accepted and the purchase is completed, the full amount of the agreed commission shall be considered earned at close of escrow; and
- D. If the offer is accepted and the purchase is not completed and SELLER determines that BUYER's deposits shall be retained by SELLER as liquidated damages, no commission will be paid.

BUYER's Initials _____ / _____

BUYER is not represented by a real estate broker and does not request a commission be paid by SELLER.

BUYER's Initials _____ 

24. **TIME.** Time is of the essence in the performance of BUYER's and SELLER's respective obligations contained in this Agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of this Agreement.

25. **AMENDMENTS.** This Agreement contains the sole and only Agreement between BUYER and SELLER relating to this offer and agreement to purchase the Property described herein. All negotiations and agreements between BUYER and SELLER are merged into this Agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both BUYER and SELLER.

26. **ATTACHMENTS.** This Agreement includes the following, which are attached and made a part hereof:

- Exhibit A: Legal Description and Depiction of the Property
- Exhibit A-1: Preliminary Report
- Exhibit B: List of Personal Property
- Exhibit C: Quit Claim Deed

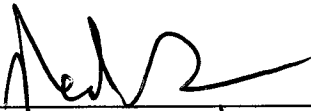
Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

SELLER:
Riverside County Regional Park &
Open-Space District, a special district

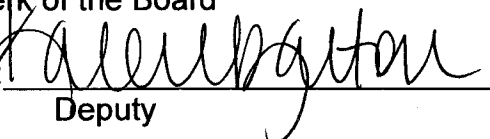
By: 
Kevin Jeffries, Chairman
Board of Directors

BUYER:
M & N Group LLC, a limited liability
Company


By: 
Name: Neal Grabowski
Its: M & N Group LLC

BUYER hereby submits this offer with full cognizance of the terms and conditions contained herein.

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

**COUNTY OF RIVERSIDE EDA ACCOUNTING
3133 MISSION INN AVENUE
RIVERSIDE, CA 92507**

Our File No: 09307352
Title Officer: Chris Maziar
e-mail: unit10@cltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Attn: **Accounts Payable**

Your Reference No: 833-310-015

Property Address: UNKNOWN, City Of Blythe, California

PRELIMINARY REPORT (V2)

Dated as of September 4, 2014 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Lawyers Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

File No: 09307352

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

A Preliminary Report Only

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Riverside County Regional Park and Open-Space District, a park and open-space district

The land referred to herein is situated in the County of RIVERSIDE, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel "B" of Lot Line Adjustment No. 2012-02, in the City of Blythe, County of Riverside, State of California, recorded April 4, 2012 as Instrument No. 2012-0154427 of Official Records of said County, described as follows:

Being portions of Parcel 1 and Parcel 3 as described in Quitclaim Deed recorded October 5, 1998 as Instrument No. 430266, Official Records of Riverside County, lying within those portions of Government Lots 5 and 6 in fractional Section 36, Township 6 South, Range 23 East, San Bernardino Base and Meridian, according to the United States Government Survey approved December 28, 1874, together with a portion of the accretional lands lying Southeasterly of said Government Lots 5 and 6, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest quarter of the Southwest quarter of said Section 36;

Thence South 00°54'50" East 162.02 feet along the West line of the Southwest quarter of said Section 36 to a point lying parallel with and 162.00 feet Southerly, measured at right angles, from the Northerly line of the South half of the Northwest quarter of the Southwest quarter of said Section 36, also being the true point of beginning.

Thence South 89°59'00" East 1382.07 feet along said parallel line and the North line of said Parcel 1;

Thence South 00°00'00" West 219.94 feet to the to the to the Southerly right-of-way line of B Street (40.00 feet in width) as shown on Riverside County Map No. 818-RR, on file in the Office of the Country Surveyor of Riverside County, California;

Thence along said Southerly line for the following 4 courses;

Thence South 90°00'00" West 107.50 feet to the beginning of a tangent curve concave Southerly and having a radius of 269.71 feet;

Thence Southwesterly along the arc of said curve an arc distance of 211.83 feet through a central angle of 45°00'00";

Thence South 45°00'00" West 496.72 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 620.00 feet;

Thence Southwesterly along the arc of said curve an arc distance of 349.62 feet through a central angle of 32°18'34" to the beginning of a reverse curve concave Easterly and having a radius of 30.00 feet, a line radial from said curve at said point bears North 12°41'26" West;

Thence Southerly along the arc of said curve an arc distance of 75.84 feet through a central angle of 144°50'55";

Thence South 22°27'39" West 60.00 feet to the Northerly line of the right-of-way of California State Highway Route 64 (U.S. No. 60), as per California State Highway right-of-way Map XI-RIV-64-F, Colorado River Bridge Plans, also being the beginning of a non-tangent curve concave Southwesterly and having a radius of 1240.00 feet, a line radial from said curve at said point bears South 22°27'39" West;
Thence Northwesterly along the arc of said curve an arc distance of 135.92 feet through a central angle of 6°16'49";
Thence North 73°49'10" West 180.00 feet along the Northerly line of said right-of-way of California State Highway Route 64;
Thence North 01°40'25" West 63.82 feet along said Northerly right-of-way line to the Easterly end of the beginning of a non-tangent curve concave Southwesterly and having a radius of 1230.00 feet, a line radial from said curve at said point bears South 12°42'42" West;
Thence Northwesterly along the arc of said curve an arc distance of 89.22 feet through a central angle of 04°09'21", a line radial from said curve at said point bears South 08°33'21" West, to the West line of the Southwest quarter of said Section 36;
Thence North 00°54'50" West 754.21 feet along said West line to the true point of beginning.

Assessor's Parcel Number: **833-310-016**

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor of material not shown by the Public Records.

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.
- B. There were no taxes levied for the fiscal year 2013-2014 as the property was vested in a public entity.
- C. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

- 1. Water rights, claims or title to water, whether or not shown by the public records.
- 2. Any adverse claim based upon the assertion that:

(a) Some portion of said land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.

(b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the river or slough hereinafter mentioned or has been formed by accretion to any such portion.

River or Slough: Colorado River

- 3. Any adverse claim that some portion of said land has not at any time been within the boundaries of the following state or county.

State or County: State of California

- 4. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
- 5. Rights and easements for commerce, navigation and fishery.
- 6. Any adverse claim based upon the assertion that said land or any part thereof is now or at any time has been included within a navigable river, slough or other navigable body of water.
- 7. An easement over said land for telephone lines, irrigating ditches, canals, laterals, water-weirs, flumes, pipelines, and all things necessary to maintain and operate an irrigation system, granted in deed

To: Palo Verde Mutual Water Company, a Corporation
Recorded: August 18, 1908 in Book 265, Page 265 of Deeds

- 8. An easement over said land for irrigation ditches, telephone lines, canals, laterals, water weirs, and rights incidental thereto, necessary to maintain and operate an irrigation system, as reserved

To: Palo Verde Land And Water Company

Provisions that no water shall be developed by artesian or surface wells or otherwise in the herein described real property in excess of requirements for irrigation and domestic purposes, or used in other lands with further provision that in case of violation thereof, the real property will revert to Palo Verde Land and Water Company contained in the deed above mentioned.

9. A reservation to all riparian rights in the waters of the Colorado River appurtenant to said land, and an easement over said land for such works and structures as are necessary for the purpose authorized by the Palo Verde district Act of 1934.

In favor of: Palo Verde Irrigation District

10. An easement in favor of the public over any existing roads lying within said land.

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern Sierras Power Company, a Corporation
Purpose: either or both polelines, conduits or underground facilities
Recorded: April 22, 1926 in Book 275, Page 168 of Official Records
Affects: said land more particularly described therein.

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern Sierras Power Company, a Corporation
Purpose: electric distribution and service lines
Recorded: November 20, 1936 in Book 305, Page 4 of Official Records

The exact location and/or extent of said easement is not disclosed in the public records.

13. The conveyance to the Palo Verde Irrigation District all water developed on said land and the perpetual and continuing right to use, operate, construct, and repair laterals, ditches, pipes, roads, bridges, etc., and also the perpetual and continuing right-of-way along and adjacent to the Colorado River for maintenance and improvement of levees, etc., as conveyed to said Palo Verde Irrigation District by that certain Agreement recorded May 26, 1937 in Book 324, Page 175 of Official Records.

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: California Electric Power Company, a Corporation
Purpose: public utilities
Recorded: July 28, 1942 in Book 551, Page 328; October 26, 1945, in Book 704, Page 258; July 25, 1949 in Book 1097, Page 1 and November 14, 1958 as Instrument No. 82368, in Book 2364, Page 429 all of Official Records
Affects: said land more particularly described therein.

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Gas Company, a Corporation and Southern Counties Gas Company of California, a Corporation
Purpose: pipe lines
Recorded: November 12, 1946 in Book 782, Page 550 of Official Records
Affects: said land more particularly described therein.

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Gas Company, a Corporation
Purpose: roadways
Recorded: December 14, 1946 in Book 806, Page 193 of Official Records

The exact location and/or extent of said easement is not disclosed in the public records.

17. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Telephone Company, a Corporation
Purpose: underground telephone, telegraph, and communication structures
Recorded: February 19, 1947 in Book 817, Page 362 of Official Records
Affects: said land more particularly described therein.

18. The matters contained in a document entitled "Agreement" by and between Palo Verde Irrigation District and Southern California Gas Company, a Corporation and Southern Counties Gas Company of California, a Corporation recorded December 20, 1951 in Book 1328, Page 197 of Official Records.

Reference is made to said document for full particulars.

The terms and provisions of said instrument have been modified by a document

Recorded: April 7, 1952 in Book 1357, Page 306 of Official Records

19. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: California Electric Power Company, a Corporation
Purpose: electric line supporting anchor
Recorded: November 28, 1958 in Book 2372, Page 438 of Official Records
Affects: said land more particularly described therein.

20. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Gas Company, a Corporation and Southern Counties Gas Company of California, a Corporation
Purpose: roadway
Recorded: February 16, 1961 in Book 2851, Page 155 of Official Records
And recorded: February 23, 1961 in Book 2854, Page 438 of Official Records
Affects: said land more particularly described therein.

21. The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land, said rights having been relinquished by deed to the State of California,

Recorded: May 29, 1961 as Instrument No. 45707 and December 6, 1963 as Instrument No. 128725 both of Official Records

22. The matters contained in a document entitled "Relinquishment of Highway Right of Way " recorded May 24, 1964 in Book 3706, Page 78, as Instrument No. 65815 of Official Records.

Reference is made to said document for full particulars.

23. The matters contained in a document entitled "Easement and Agreement" by and between County of Riverside and the Southern California Gas Company, a Corporation and Southern Counties Gas Company of California, a Corporation recorded January 24, 1967, as Instrument No. 6482 of Official Records.

Reference is made to said document for full particulars.

The terms and provisions of said instrument have been modified by a document

Recorded: March 10, 1970 as Instrument No. 22603 of Official Records.

24. The matters contained in a document entitled "Relinquishment of Highway Right of Way" recorded January 29, 1973 as Instrument No. 11881 of Official Records.

Reference is made to said document for full particulars.

25. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Edison Company, a Corporation
Purpose: underground electrical supply systems and communication systems
Recorded: February 6, 1973 as Instrument No. 16091 of Official Records
Affects: said land more particularly described therein.

26. The matters contained in a document entitled "Relinquishment of Highway Right of Way" recorded September 6, 1974 as Instrument No. 115269 of Official Records.

Reference is made to said document for full particulars.

27. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Gas Company, a Corporation
Purpose: ingress, egress, right-of-way to pipelines
Recorded: April 27, 1978 as Instrument No. 82254 of Official Records
Affects: said land more particularly described therein.

28. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Edison Company, a Corporation
Purpose: underground electrical supply systems and communication systems
Recorded: January 8, 1986 as Instrument No. 4733 of Official Records
Affects: said land more particularly described therein.

29. The matters contained in a document entitled "Pipeline Deed and assignment of Right-of-Way Interests" recorded June 13, 2000 as Instrument No. 2000-223358 of Official Records.

Reference is made to said document for full particulars.

30. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 9, Page 18 and in Book 10, Page 77 both Records of Survey

File No: 09307352

31. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
32. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
33. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
34. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
35. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s):	public road
Recording Date:	December 4, 2012
Recording No:	as Instrument No. 2012-0588615 of Official Records
Affects:	said land more particularly described therein.

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH
FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

REQUIREMENTS SECTION:

REQ NO.1: The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Riverside County Regional Park and Open-Space District, a park and open-space district

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES SECTION

NOTE NO. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

NOTE NO. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Typist: tga / tga

Date Typed: March 1, 2013 / September 12, 2014

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$ 10,000.00</u>
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$ 5,000.00</u>

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection
- This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records
 - on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
 3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 4. Failure to pay value for your title.
 5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

LTC - Lawyers Title Company

FNF Underwriter

CLTIC - Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

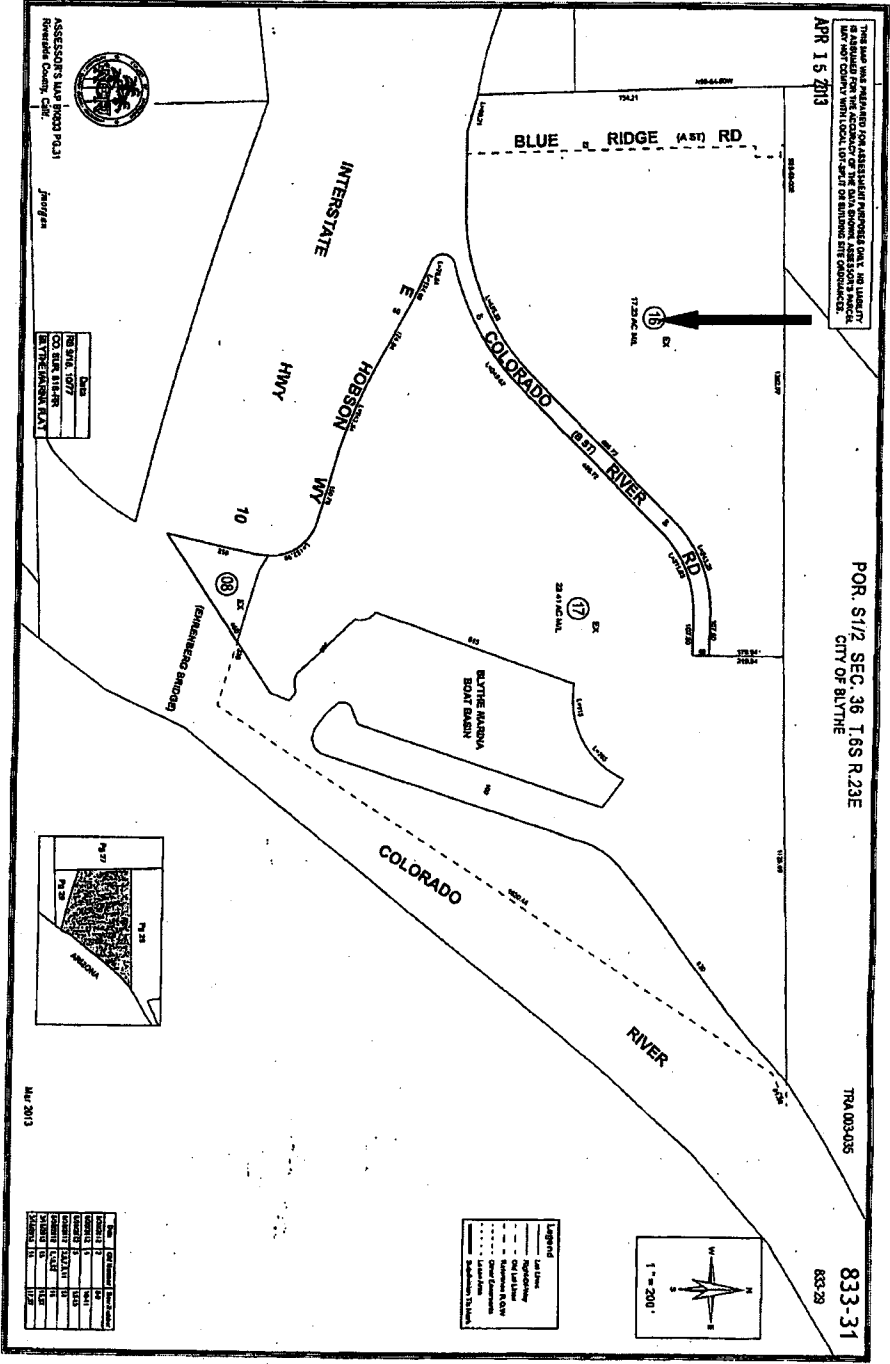


EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel "B" of Lot Line Adjustment No. 2012-02, in the City of Blythe, County of Riverside, State of California, recorded April 4, 2012 as Instrument No. 2012-0154427 of Official Records of said County, described as follows:

Being portions of Parcel 1 and Parcel 3 as described in Quitclaim Deed recorded October 5, 1998 as Instrument No. 430266, Official Records of Riverside County, lying within those portions of Government Lots 5 and 6 in fractional Section 36, Township 6 South, Range 23 East, San Bernardino Base and Meridian, according to the United States Government Survey approved December 28, 1874, together with a portion of the accretional lands lying Southeasterly of said Government Lots 5 and 6, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest quarter of the Southwest quarter of said Section 36;

Thence South $00^{\circ}54'50''$ East 162.02 feet along the West line of the Southwest quarter of said Section 36 to a point lying parallel with and 162.00 feet Southerly, measured at right angles, from the Northerly line of the South half of the Northwest quarter of the Southwest quarter of said Section 36, also being the true point of beginning.

Thence South $89^{\circ}59'00''$ East 1382.07 feet along said parallel line and the North line of said Parcel 1;

Thence South $00^{\circ}00'00''$ West 219.94 feet to the to the to the Southerly right-of-way line of B Street (40.00 feet in width) as shown on Riverside County Map No. 818-RR, on file in the Office of the Country Surveyor of Riverside County, California;

Thence along said Southerly line for the following 4 courses;

Thence South $90^{\circ}00'00''$ West 107.50 feet to the beginning of a tangent curve concave Southerly and having a radius of 269.71 feet;

Thence Southwesterly along the arc of said curve an arc distance of 211.83 feet through a central angle of $45^{\circ}00'00''$;

Thence South $45^{\circ}00'00''$ West 496.72 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 620.00 feet;

Thence Southwesterly along the arc of said curve an arc distance of 349.62 feet through a central angle of $32^{\circ}18'34''$ to the beginning of a reverse curve concave Easterly and having a radius of 30.00 feet, a line radial from said curve at said point bears North $12^{\circ}41'26''$ West;

Thence Southerly along the arc of said curve an arc distance of 75.84 feet through a central angle of $144^{\circ}50'55''$;

Thence South 22°27'39" West 60.00 feet to the Northerly line of the right-of-way of California State Highway Route 64 (U.S. No. 60), as per California State Highway right-of-way Map XI-RIV-64-F, Colorado River Bridge Plans, also being the beginning of a non-tangent curve concave Southwesterly and having a radius of 1240.00 feet, a line radial from said curve at said point bears South 22°27'39" West;
Thence Northwesterly along the arc of said curve an arc distance of 135.92 feet through a central angle of 6°16'49";
Thence North 73°49'10" West 180.00 feet along the Northerly line of said right-of-way of California State Highway Route 64;
Thence North 01°40'25" West 63.82 feet along said Northerly right-of-way line to the Easterly end of the beginning of a non-tangent curve concave Southwesterly and having a radius of 1230.00 feet, a line radial from said curve at said point bears South 12°42'42" West;
Thence Northwesterly along the arc of said curve an arc distance of 89.22 feet through a central angle of 04°09'21", a line radial from said curve at said point bears South 08°33'21" West, to the West line of the Southwest quarter of said Section 36;
Thence North 00°54'50" West 754.21 feet along said West line to the true point of beginning.

Assessor's Parcel Number: **833-310-016**



EXHIBIT B

LIST OF PERSONAL PROPERTY LEFT AND REMOVED

Exhibit B
List of Personal Property

I. Items that are staying with the property:

1. Pool chemical shed
2. Storage shed by shop building in storage yard
3. Miscellaneous pool pump parts and fittings
4. 6 – Folding tables
5. 80 – Folding chairs
6. 2 – Office desks
7. 2 – File cabinets
8. 4 – Coin-op washers
9. 4 – Coin-op dryers

II. Personal Property that Seller will be taking from the property:

1. Fax Machine
2. Computer
3. Cannon Copier
4. Floor scrubber machine
5. Riding mower (Toro Z Turn)
6. Honda push mower
7. Toro twister cart
8. Golf cart
9. Leaf Blower
10. Gas & hand hedge trimmers
11. Lawn & garden tools (rakes, shovels, hoes, posthole diggers, pruners, saws)
12. Line trimmer
13. Flammable Storage cabinets
14. Equipment jack and jack stands
15. Ladders
16. Hand tools / tool boxes (hammers, wrenches, sockets, ratchets, screwdrivers, nut drivers etc.)
17. Hand truck (dolly)
18. Plumbing supplies (fittings)
19. Back pack sprayer
20. Wheel barrow
21. Broadcast seeders
22. Extra Janitorial supplies
23. Air Compressor
24. Sump pump

WHEN RECORDED MAIL TO:

**Neal Grabowski
31631 Auto Center Drive
Lake Elsinore, CA 92530**

WITH A CONFORMED COPY TO:

**Riverside County Parks & Open Space District
4600 Crestmore Road
Jurupa Valley, CA 92509**

APN 833-310-016

Property Location: 228 Blue Ridge Road, Blythe, CA 92225

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

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

Grantee agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. Grantee, or any person claiming under or through Grantee, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

GRANTOR:

Dated: _____

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

By: _____

Chairman, Board of Directors

ATTACH NOTARY ACKNOWLEDGMENT

**EXHIBIT A TO
QUITCLAIM DEED**

Legal Description of Property
APN 833-310-016
228 Blue Ridge Road, Blythe, CA 92225

[attached behind this page]

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel "B" of Lot Line Adjustment No. 2012-02, in the City of Blythe, County of Riverside, State of California, recorded April 4, 2012 as Instrument No. 2012-0154427 of Official Records of said County, described as follows:

Being portions of Parcel 1 and Parcel 3 as described in Quitclaim Deed recorded October 5, 1998 as Instrument No. 430266, Official Records of Riverside County, lying within those portions of Government Lots 5 and 6 in fractional Section 36, Township 6 South, Range 23 East, San Bernardino Base and Meridian, according to the United States Government Survey approved December 28, 1874, together with a portion of the accretional lands lying Southeasterly of said Government Lots 5 and 6, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest quarter of the Southwest quarter of said Section 36;
Thence South 00°54'50" East 162.02 feet along the West line of the Southwest quarter of said Section 36 to a point lying parallel with and 162.00 feet Southerly, measured at right angles, from the Northerly line of the South half of the Northwest quarter of the Southwest quarter of said Section 36, also being the true point of beginning.
Thence South 89°59'00" East 1382.07 feet along said parallel line and the North line of said Parcel 1;
Thence South 00°00'00" West 219.94 feet to the to the to the Southerly right-of-way line of B Street (40.00 feet in width) as shown on Riverside County Map No. 818-RR, on file in the Office of the Country Surveyor of Riverside County, California;
Thence along said Southerly line for the following 4 courses;
Thence South 90°00'00" West 107.50 feet to the beginning of a tangent curve concave Southerly and having a radius of 269.71 feet;
Thence Southwesterly along the arc of said curve an arc distance of 211.83 feet through a central angle of 45°00'00";
Thence South 45°00'00" West 496.72 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 620.00 feet;
Thence Southwesterly along the arc of said curve an arc distance of 349.62 feet through a central angle of 32°18'34" to the beginning of a reverse curve concave Easterly and having a radius of 30.00 feet, a line radial from said curve at said point bears North 12°41'26" West;
Thence Southerly along the arc of said curve an arc distance of 75.84 feet through a central angle of 144°50'55";

Thence South 22°27'39" West 60.00 feet to the Northerly line of the right-of-way of California State Highway Route 64 (U.S. No. 60), as per California State Highway right-of-way Map XI-RIV-64-F, Colorado River Bridge Plans, also being the beginning of a non-tangent curve concave Southwesterly and having a radius of 1240.00 feet, a line radial from said curve at said point bears South 22°27'39" West;
Thence Northwesterly along the arc of said curve an arc distance of 135.92 feet through a central angle of 6°16'49";
Thence North 73°49'10" West 180.00 feet along the Northerly line of said right-of-way of California State Highway Route 64;
Thence North 01°40'25" West 63.82 feet along said Northerly right-of-way line to the Easterly end of the beginning of a non-tangent curve concave Southwesterly and having a radius of 1230.00 feet, a line radial from said curve at said point bears South 12°42'42" West;
Thence Northwesterly along the arc of said curve an arc distance of 89.22 feet through a central angle of 04°09'21", a line radial from said curve at said point bears South 08°33'21" West, to the West line of the Southwest quarter of said Section 36;
Thence North 00°54'50" West 754.21 feet along said West line to the true point of beginning.

Assessor's Parcel Number: **833-310-016**

**EXHIBIT A TO
QUITCLAIM DEED**

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[attached behind this page]