

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

847



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

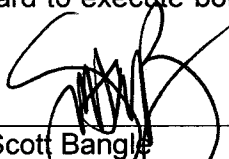
**SUBMITTAL DATE:**  
April 30, 2015

**SUBJECT:** Resolution No. 2015-6 Authorization to Purchase Real Property in the Temescal Valley of the Unincorporated Area of Western Riverside County, State of California; CEQA Exempt; District 1 [\$161,174]; 100% Western Riverside County Development Impact Fee Fund

**RECOMMENDED MOTION:** That the Board of Directors:

1. Finds the acquisition project to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15316 and 15061(b)(3); and
2. Adopt Resolution No. 2015-6 Authorization to Purchase Real Property in the Temescal Valley of the Unincorporated Area of Western Riverside County, Assessor's Parcel Number 290-670-007 and portions of Assessor's Parcel Numbers 290-670-006 and 290-660-002 and 290-660-003; and
3. Approve the attached Purchase and Sale Agreement and Joint Escrow Instructions and the License Agreement between the Riverside County Regional Park and Open-Space District and Starfield Sycamore Investors, LLC and authorize the Chairman of the Board to execute both agreements on behalf of the District; and

Continued on Page 2

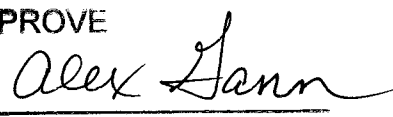
  
\_\_\_\_\_  
Scott Bangler  
General Manager

2015-031D MB/SB

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 161,174	\$ 0	\$ 161,174	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% Western Riverside County Development Impact Fee Fund #30533 Western Riverside County Trails  
**Budget Adjustment:** No  
**For Fiscal Year:** 2014/15

**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 Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: May 12, 2015  
 xc: Parks, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
\_\_\_\_\_  
Dep. **DISTRICT**

Prev. Agn. Ref.: M.O.13-2D 02/10/15

District: 1

Agenda Number:

**13-2**

FORM APPROVED COUNTY COUNSEL  
BY:  ANITA C. WILLIS  
DATE: 4-30-15

15316 Departmental Concurrence

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

**RECOMMENDED MOTION:** (continued from page 1)

4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

**BACKGROUND:**

In pursuit of its mission, the District acquires targeted properties of outstanding scenic, recreational, or historic importance to provide the public with recreational opportunities and services, and has identified land it desires for this purpose in the Temescal Valley area. Starfield Sycamore Investors, LLC, as the "Seller", has offered for sale a portion of land identified with Assessor's Parcel Number 290-670-007 and portions of Assessor's Parcel Numbers 290-670-006, 290-660-002 and 290-660-003 ("Property") with tentative land use approvals for Tract Map No. 36317 ("TTM36317"). The Seller has agreed to sell the Property at a purchase price in the amount of \$158,174 plus closing costs of approximately \$3,000 and to provide consideration in the amount of \$25,000 to the District for construction of a decomposed granite trail within the Property. The Property consists of approximately 14.35 acres of reclaimed open-space land located adjacent to the developed Deleo Sports Park land located in the Sycamore Creek Specific Plan Area of the Temescal Valley of the unincorporated area of Riverside County, California, depicted in the attached Map A. The acreage is being obtained for potential active recreation park land or passive recreation open-space; the District has not identified the development level of the property.

The purchase of this property is being offered for sale in an as-is condition with no warranties or representations regarding the condition of the title or property, and places a limitation on any liability by the Seller for the condition of the property, capped at \$75,000 and ceasing 12 months after close of escrow. The Property has title exceptions and encumbrances.

On February 10, 2015, the Board adopted Resolution No. 2015-3 Notice of Intention to Purchase Real Property to provide notice of the District's intention to purchase this Property upon coming to an agreement with the seller on the terms of the purchase and sale. The District and Seller desire to enter into the Purchase and Sale Agreement and Joint Escrow Instructions. The District also wishes to enter into a License Agreement with the Seller to provide the terms and conditions for this transaction.

**California Environmental Quality Act (CEQA):**

The Board is only considering an action for the approval of the acquisition of land for future park purposes. The District has completed initial investigations to assist in the consideration and evaluation of the land purchase. It has not established a management plan nor has it established a proposed use for the land. The District will hold the land in its natural (current) state until it can complete more extensive studies on the land and needs of the surrounding region and community. The proposed action of land acquisition qualifies for a Notice of Exemption under *CEQA Guidelines Section 15316 "Transfer of Ownership of Land to Create Parks"*. The acquisition of, sale, or other transfer of land in order to establish a park where the land is in a natural condition or contains historical or archaeological resources, and either:

- (a) The management plan for the park has not been prepared, or
- (b) The management plan proposes to keep the area in a natural condition or preserve the historical or archaeological resources

According to State *CEQA Guidelines Section 15061(b)(3) "Review For Exemption"*, the proposed acquisition merely allows for the start of preliminary studies and survey work to determine the highest and best use of the land for future park purposes; therefore, it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

**SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Resolution No. 2015-6 Notice of Intention to Purchase Real Property in the Temescal Valley of the Unincorporated Area of Western Riverside County, State of California; CEQA Exempt; District 1 [\$158,174]; 100% Western Riverside County Development Impact Fee Fund**

**DATE:** April 30, 2015

**PAGE:** 3 of 3

CEQA will apply when a future management or development plans are proposed that could change the land from its natural condition or cause substantial adverse change or impacts of significance to the resources.

Resolution No. 2015-6, the Purchase and Sale Agreement and Joint Escrow Instructions and License Agreement have been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The initial purchase of the property will not have an impact on the citizens or businesses within the immediate community or the County. The land is being purchased to provide future opportunities for the Regional Park and Open-Space District to meet the needs of its service community. Impact analyses can be prepared in the future as land-use objectives for the property are developed by the District.

**SUPPLEMENTAL:**  
**ADDITIONAL FISCAL INFORMATION:**

The proposed land acquisition will be funded through the District's allocation of Development Impact Fees for Western Riverside County Trails. On September 28, 2004 by Minute Order 13.4, your honorable board approved the allocation of funds from the account for the costs associated with the Temescal Canyon Trail Expansion.

**ATTACHMENTS:**

Resolution No. 2015-6

Map A

Purchase and Sale Agreement and Joint Escrow Instructions

License Agreement

Notice of Exemption

2  
3 RESOLUTION NO. 2015-6

4 A RESOLUTION OF THE BOARD OF DIRECTORS OF  
5 THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
6 AUTHORIZATION TO PURCHASE INTERESTS IN REAL PROPERTY  
7 LOCATED IN THE TEMESCAL VALLEY OF THE UNINCORPORATED AREA OF WESTERN  
8 RIVERSIDE COUNTY, STATE OF CALIFORNIA

9 WHEREAS, Starfield Sycamore Investors, L.L.C., a Delaware limited liability company,  
10 (“Seller”) desires to sell fee interests in real property consisting of approximately 14.35 acres of vacant  
11 land, identified with Assessor’s Parcel Number 290-670-007 and portions of Assessor’s Parcel Numbers  
12 290-670-006 and 290-660-002 and 290-660-003 (“Property”) having certain land use approvals known as  
13 Tentative Tract Map No. 36317 located in the Temescal Valley of the unincorporated area of Riverside  
14 County, California, depicted in Map A, attached hereto and by this reference incorporated herein, for a  
15 purchase price of One Hundred Fifty Eight Thousand One Hundred Seventy Four Even Dollars  
16 (\$158,174); and

17 WHEREAS, the Riverside County Regional Park and Open-Space District (“District”) desires to  
18 purchase the open-space, vacant Property because of its potential opportunities to meet the needs of the  
19 region and its close proximity to the developed Deleo Sports Park; and

20 WHEREAS, Seller offers the Property for sale in an “AS-IS” condition, no warranties and  
21 representations regarding the condition of title or property, limitations on liability upon the Seller, special  
22 assessments and with several title exceptions, such as certain covenants, conditions and restrictions and  
23 easements that restrict any owner of the Property from taking any action or making claims against the  
24 adjacent property owner and its operations; and

25 WHEREAS, the District desires to acquire from Seller and the Seller desire to sell to the District  
26 the Property pursuant to the terms and conditions in a Purchase and Sale Agreement and Joint Escrow  
27 Instructions and the License Agreement between the District and the Seller; and

28 WHEREAS, Seller has agreed to provide Twenty Five Thousand Even Dollars (\$25,000) to the  
District to enable the District to construct a decomposed granite trail on an easement area within the  
Property as further described in the Purchase and Sale Agreement and created by Easement Deed from the

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 4.30.15  
DATE  
SYNTHIA M. GUNZEL

1 Seller to the District; and

2 WHEREAS, the District has reviewed and determined that the purchase of the Property as being  
3 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA  
4 Guidelines Section(s) 15316 and 15061(b)(3) because the proposed project is the purchase of real  
5 property involving the transfer of title to the real property for potential recreational uses and open space in  
6 its existing condition which will have no significant impacts on the environment; and

7 WHEREAS, pursuant to California Public Resources Code Sections 5500 et seq., the District may  
8 purchase real property within or without the District boundaries for its use and purposes to the fullest  
9 extent of its powers; now, therefore,

10 BE IT RESOLVED, DETERMINED AND ORDERED by a vote of the Board of Directors  
11 ("Board") of the Riverside County Regional Park and Open-Space District, in regular session assembled  
12 on May 12, 2015, at or after 10:30 a.m., in the meeting room of the Board of Directors of the District  
13 located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California,  
14 that this Board, based upon the evidence and testimony presented on the matter, both written and oral, as  
15 it relates to this acquisition has determined that the proposed acquisition project is categorically exempt  
16 from CEQA pursuant to CEQA Guidelines Sections 15316 and 15061(b)(3) because it can be seen with  
17 certainty that there is no possibility that the activity in question will have a significant effect on the  
18 environment because the project merely involves the transfer of title to vacant real property and there is  
19 no immediate plan concerning the development of the Property for future potential recreational or open  
20 space purposes.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board authorizes the  
22 purchase, at or after 10:30 a.m., of fee interests in that certain real property located in the unincorporated  
23 Temescal Valley area of Western Riverside County, State of California, consisting of approximately  
24 14.35 acres of vacant land identified with Assessor's Parcel Number 290-670-007 and portions of land  
25 with Assessor's Parcel Numbers 290-670-006 and 290-660-002 and 290-660-003, more particularly  
26 described in Exhibit "A", attached hereto and by this reference incorporated herein, from Starfield  
27 Sycamore Investors, L.L.C., by grant deed and the conveyance of an easement interest by easement deed  
28 within the Property in favor of the District, at a purchase price in the amount of One Hundred Fifty Eight

1 Thousand One Hundred Seventy Four Even Dollars (\$158,174) plus Three Thousand Dollars (\$3,000) for  
2 escrow, title and closing costs associated with the transaction.

3 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board approves  
4 the Purchase and Sale Agreement and Joint Escrow Instructions and License Agreement between the  
5 District and Starfield Sycamore Investors, L.L.C. and authorizes the Chairman of the Board of Directors  
6 of the District to execute the same on behalf of the District.

7 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board  
8 certify acceptance of any documents conveying the real property interest in favor of the District to  
9 complete the purchase and for recordation.

10 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager, or  
11 his designee, is hereby authorized to execute any other documents and administer all actions necessary to  
12 complete the purchase of the Property and this transaction.

13 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Directors has  
14 given notice hereof as pursuant to Section 6063 of the California Government Code.

15

16 ROLL CALL:

17 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
18 Nays: None  
19 Absent: None

20

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

23

24 KECLA HARPER-IHEM, Clerk of said Board  
25 By  Deputy

26

27

28

# EXHIBIT "A"

SHEET 1 OF 3

## PARCEL 1

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 34609, FILED IN BOOK 224, PAGES 45 THROUGH 49, INCLUSIVE OF PARCEL MAPS, A PORTION OF PARCEL "L" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4416 PER DOCUMENT RECORDED DECEMBER 20, 2001 AS DOCUMENT NO. 2001-632915 OF OFFICIAL RECORDS, AND A PORTION OF PARCEL "D" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4944 PER DOCUMENT RECORDED NOVEMBER 20, 2005 AS DOCUMENT NO. 2005-0978074 OF OFFICIAL RECORDS, ALL RECORDS OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.;

THENCE SOUTH 89°06'58" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 135.50 FEET;

THENCE NORTH 0°53'02" EAST, A DISTANCE OF 19.86 FEET;

THENCE NORTH 8°17'01" WEST, A DISTANCE OF 49.76 FEET;

THENCE NORTH 13°52'41" WEST, A DISTANCE OF 39.02 FEET;

THENCE NORTH 2°19'00" WEST, A DISTANCE OF 35.14 FEET;

THENCE NORTH 51°34'38" EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH 6°53'10" WEST, A DISTANCE OF 132.30 FEET;

THENCE NORTH 2°52'16" WEST, A DISTANCE OF 30.79 FEET;

THENCE NORTH 5°19'39" WEST, A DISTANCE OF 155.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 51.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°09'41", AN ARC LENGTH OF 67.79 FEET;

THENCE NON-TANGENT TO LAST SAID CURVE, NORTH 0°22'05" WEST, A DISTANCE OF 49.41 FEET;

THENCE NORTH 5°27'17" WEST, A DISTANCE OF 163.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°22'38', AN ARC LENGTH OF 164.45 FEET;

THENCE TANGENT TO LAST SAID CURVE, NORTH 86°55'21" EAST, A DISTANCE OF 20.35 FEET;

THENCE NORTH 88°14'19" EAST, A DISTANCE OF 51.80 FEET;

THENCE NORTH 0°40'12" WEST, A DISTANCE OF 36.95 FEET;

THENCE SOUTH 76°51'10" EAST, A DISTANCE OF 100.79 FEET;

THENCE NORTH 39°42'45" EAST, A DISTANCE OF 36.33 FEET;

THENCE SOUTH 68°17'30" EAST, A DISTANCE OF 36.53 FEET;

THENCE SOUTH 3°42'15" WEST, A DISTANCE OF 45.75 FEET;

THENCE SOUTH 45°11'20" EAST, A DISTANCE OF 92.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°34'05", AN ARC LENGTH OF 58.19 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 10°22'45" WEST, A DISTANCE OF 49.77 FEET;

THENCE SOUTH 7°59'57" WEST, A DISTANCE OF 33.40 FEET;

THENCE SOUTH 0°35'51" WEST, A DISTANCE OF 44.00 FEET;

THENCE SOUTH 89°24'09" EAST, A DISTANCE OF 7.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 17.97 FEET;

THENCE TANGENT TO LAST SAID CURVE, NORTH 80°18'03" EAST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 66.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 110°35'35", AN ARC LENGTH OF 127.39 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 10°53'38" WEST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 17.97 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 0°35'50" WEST, A DISTANCE OF 145.00 FEET;

THENCE SOUTH 44°24'10" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°24'10" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 272.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°15'38", AN ARC LENGTH OF 115.17 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 328.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 23°39'48" WEST;



THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°33'00" AN ARC LENGTH OF 140.54 FEET TO A POINT OF CUSP WITH A TANGENT LINE, SAID LINE BEING THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED NOVEMBER 8, 2007 AS DOCUMENT NO. 0675974 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 89°06'48" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 100.71 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 34°39'50" WEST ALONG THE SOUTHWESTERLY LINE SAID RIVERSIDE COUNTY PROPERTY, A DISTANCE 332.58 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, NORTH 24°39'50" WEST, A DISTANCE OF 751.02 FEET TO AN ANGLE POINT;

THENCE ALONG THE WESTERLY LINE OF SAID RIVERSIDE COUNTY PROPERTY, NORTH 7°32'47" EAST, A DISTANCE OF 621.58 FEET TO THE SOUTHERLY LINE OF PARCEL "G" OF SAID LOT LINE ADJUSTMENT NO. 4416;

THENCE SOUTH 78°36'52" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 100.08 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 47°46'11" WEST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 392.06 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "G", SAID CORNER BEING A POINT IN THE WEST LINE OF SAID SECTION 12;

THENCE SOUTH 1°08'26" WEST ALONG SAID WEST LINE, A DISTANCE OF 2188.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.35 ACRES, MORE OR LESS.

SEE EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

*Gordon D. Edwards*

12-8-2014

GORDON D EDWARDS, PLS 6678  
EXPIRATION 6-30-2016



EXHIBIT "B"

S'LY LINE PARCEL "G",  
LOT LINE ADJUSTMENT  
NO. 4416, INST. NO.  
2002-107682 O.R.



1" = 300'



COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007

S1°08'26"W 2188.51'  
PORTION PARCEL "D" LOT LINE ADJUSTMENT  
NO. 4944, INST. NO. 2005-0978074 O.R.

**PARCEL 1**  
14.35 ACRES

POR. PARCEL "L"  
LOT LINE ADJUSTMENT  
NO. 4416, INST. NO.  
2002-107682 O.R.

SEE DETAIL  
SHEET 2

PORTION PARCEL "D" LOT  
LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.

SEE DETAIL  
SHEET 2

PORTION PARCEL 1  
PM NO. 34609  
PMB 224 / 45-49

T5S R6W SBM

POB 11 12  
135.50'

S89°06'58"E  
14 13

N47°46'11"W  
392.06'  
S78°36'52"W  
100.08'

S78°36'52"W  
100.08'

N7°32'47"E 621.58'

N24°39'50"W  
751.02'

751.02'

N34°39'50"W  
332.58'

L=140.54'  
R=328.00'  
Δ=24°33'00"

S89°24'10"E  
25.00'

L=140.54'  
R=328.00'  
Δ=24°33'00"

L=115.17'  
R=272.00'  
Δ=24°15'38"

S44°24'10"E  
21.21'



PLAT PREPARED BY:  
**adkan ENGINEERS**  
Civil Engineering · Surveying · Planning  
6879 Airport Drive, Riverside, CA 92504  
Tel: (951) 688-0241 · Fax: (951) 688-0599

JOB NO. 8613      DATE: 12-8-2014      CLIENT: FORESTAR MANAGEMENT

APPROVED BY:  
*Gordon D. Edwards*  
GORDON D EDWARDS, PLS 6678

OPEN SPACE AREA  
PLAT TO ACCOMPANY LEGAL  
DESCRIPTION



EXHIBIT 2  
TEMPORARY GRADING AREA  
LEGAL DESCRIPTION AND PLAT MAP

**EXHIBIT "A"**  
**GRADING LICENSE AGREEMENT AREA**

SHEET 1 OF 3

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 34609, FILED IN BOOK 224, PAGES 45 THROUGH 49, INCLUSIVE OF PARCEL MAPS, A PORTION OF PARCEL "L" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4416 PER DOCUMENT RECORDED DECEMBER 20, 2001 AS DOCUMENT NO. 2001-632915 OF OFFICIAL RECORDS, AND A PORTION OF PARCEL "D" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4944 PER DOCUMENT RECORDED NOVEMBER 20, 2005 AS DOCUMENT NO. 2005-0978074 OF OFFICIAL RECORDS, ALL RECORDS OF SAID RIVERSIDE COUNTY, DESCRIBED AS STRIPS AS FOLLOWS:

**STRIP NO. 1**

BEING A 40.00 FOOT WIDE STRIP OF LAND LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.;

THENCE SOUTH 89°06'58" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 135.50 FEET TO **THE POINT OF BEGINNING;**

THENCE NORTH 0°53'02" EAST, A DISTANCE OF 19.86 FEET;

THENCE NORTH 8°17'01" WEST, A DISTANCE OF 49.76 FEET;

THENCE NORTH 13°52'41" WEST, A DISTANCE OF 39.02 FEET;

THENCE NORTH 2°19'00" WEST, A DISTANCE OF 35.14 FEET;

THENCE NORTH 51°34'38" EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH 6°53'10" WEST, A DISTANCE OF 132.30 FEET;

THENCE NORTH 2°52'16" WEST, A DISTANCE OF 30.79 FEET;

THENCE NORTH 5°19'39" WEST, A DISTANCE OF 155.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 51.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°09'41", AN ARC LENGTH OF 67.79 FEET;

THENCE NON-TANGENT TO LAST SAID CURVE, NORTH 0°22'05" WEST, A DISTANCE OF 49.41 FEET;

THENCE NORTH 5°27'17" WEST, A DISTANCE OF 163.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°22'38', AN ARC LENGTH OF 164.45 FEET;

THENCE TANGENT TO LAST SAID CURVE, NORTH 86°55'21" EAST, A DISTANCE OF 20.35 FEET;

THENCE NORTH 88°14'19" EAST, A DISTANCE OF 51.80 FEET TO POINT "A" AND THE TERMINUS OF STRIP NO. 1.

THE NORTHERLY LINE OF SAID STRIP NO. 1 SHALL BE LENGTHENED TO TERMINATE IN A LINE BEARING NORTH 0°42'12" WEST AND ORIGINATING FROM SAID POINT "A".

**STRIP NO. 2**

BEING A 40.00 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT POINT "A", HEREIN ABOVE DESCRIBED:

THENCE NORTH 0°42'12" WEST, A DISTANCE OF 36.95 FEET;

THENCE SOUTH 76°51'10" EAST, A DISTANCE OF 100.79 FEET;

THENCE NORTH 39°42'45" EAST, A DISTANCE OF 36.33 FEET;

THENCE SOUTH 68°17'30" EAST, A DISTANCE OF 36.53 FEET;

THENCE SOUTH 3°42'15" WEST, A DISTANCE OF 45.75 FEET TO POINT "B" AND THE **POINT OF BEGINNING** FOR STRIP NO. 2;

THENCE SOUTH 45°11'20" EAST, A DISTANCE OF 92.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°34'05", AN ARC LENGTH OF 58.19 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 10°22'45" WEST, A DISTANCE OF 49.77 FEET;

THENCE SOUTH 7°59'57" WEST, A DISTANCE OF 33.40 FEET;

THENCE SOUTH 0°35'51" WEST, A DISTANCE OF 44.00 FEET;

THENCE SOUTH 89°24'09" EAST, A DISTANCE OF 7.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 17.97 FEET;

THENCE TANGENT TO LAST SAID CURVE, NORTH 80°18'03" EAST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 66.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 110°35'35", AN ARC LENGTH OF 127.39 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 10°53'38" WEST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 17.97 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 0°35'50" WEST, A DISTANCE OF 145.00 FEET;

THENCE SOUTH 44°24'10" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°24'10" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 272.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°15'38", AN ARC LENGTH OF 115.17 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 328.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 23°39'48" WEST;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°33'00" AN ARC LENGTH OF 140.54 FEET TO A POINT OF CUSP WITH A TANGENT LINE, SAID LINE BEING THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED NOVEMBER 8, 2007 AS DOCUMENT NO. 0675974 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, AND THE TERMINUS OF THIS LINE.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED NOVEMBER 8, 2007 AS DOCUMENT NO. 0675974 OF OFFICIAL RECORDS.

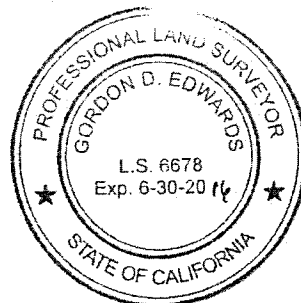
THE NORTHEASTERLY LINE SHALL BE LENGTHENED TO ORIGINATE IN A LINE BEARING NORTH 3°42'15" EAST AND ORIGINATING FROM SAID POINT "B".

SEE EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

*Gordon D. Edwards*  
12-8-2014

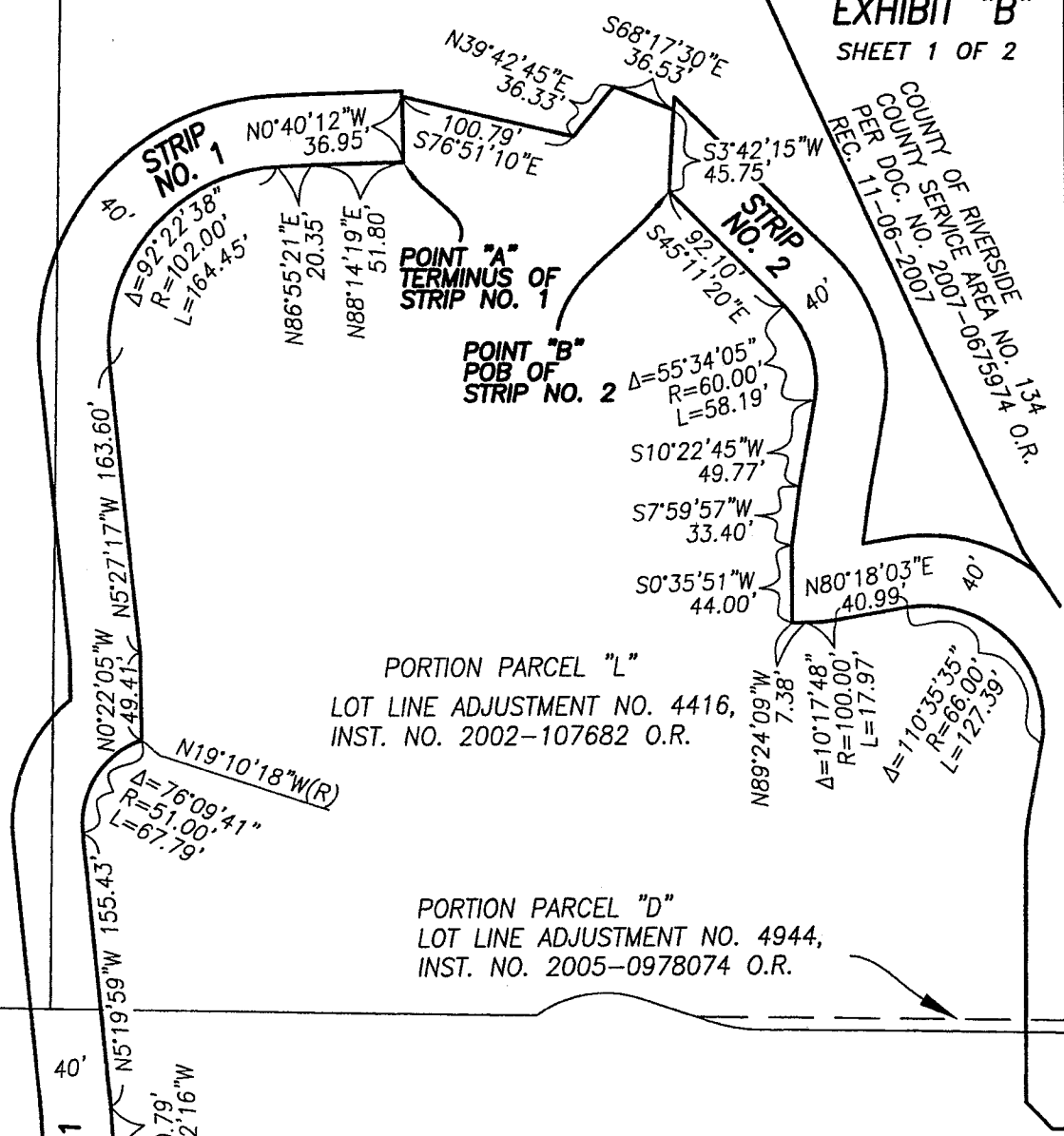
GORDON D EDWARDS, PLS 6678  
EXPIRATION 6-30-2016



**EXHIBIT "B"**  
SHEET 1 OF 2

COUNTY OF RIVERSIDE AREA NO. 13A O.R.  
PER DOC. NO. 2007-0975974  
REC. 11-06-2007

PORTION PARCEL "D" LOT LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.



1" = 100'

SEE SHEET 2

T5S R6W SBM  
11 12 POC

14 13

POC STRIP NO. 1



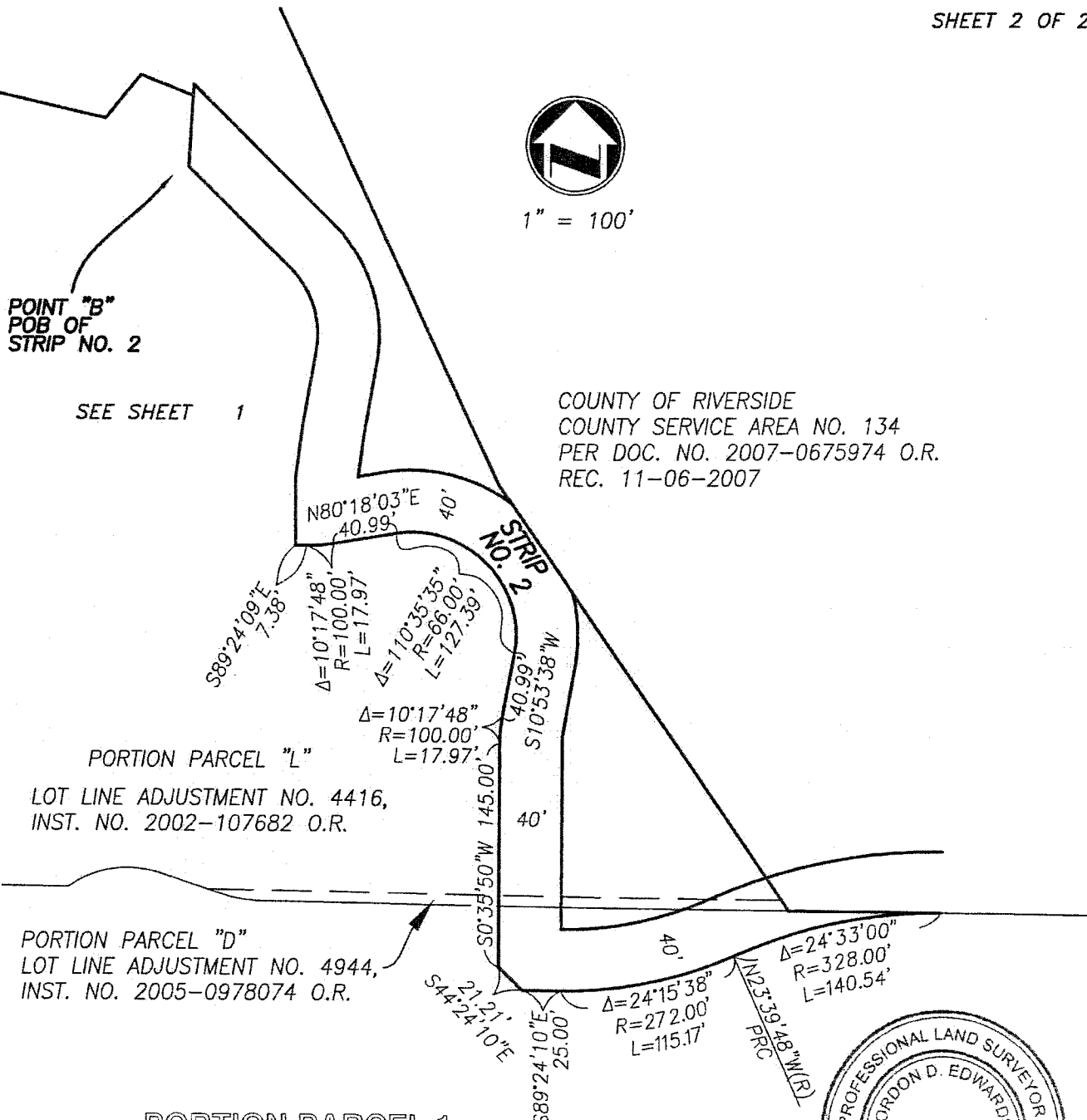


1" = 100'

POINT "B"  
POB OF  
STRIP NO. 2

SEE SHEET 1

COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007



PORTION PARCEL "L"

LOT LINE ADJUSTMENT NO. 4416,  
INST. NO. 2002-107682 O.R.

PORTION PARCEL "D"  
LOT LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.

PORTION PARCEL 1  
PM NO. 34609  
PMB 224 / 45-49



PLAT PREPARED BY:  
**adkan**  
**ENGINEERS**  
Civil Engineering - Surveying - Planning  
6879 Airport Drive, Riverside, CA 92504  
Tel: (951) 688-0241 · Fax: (951) 688-0599

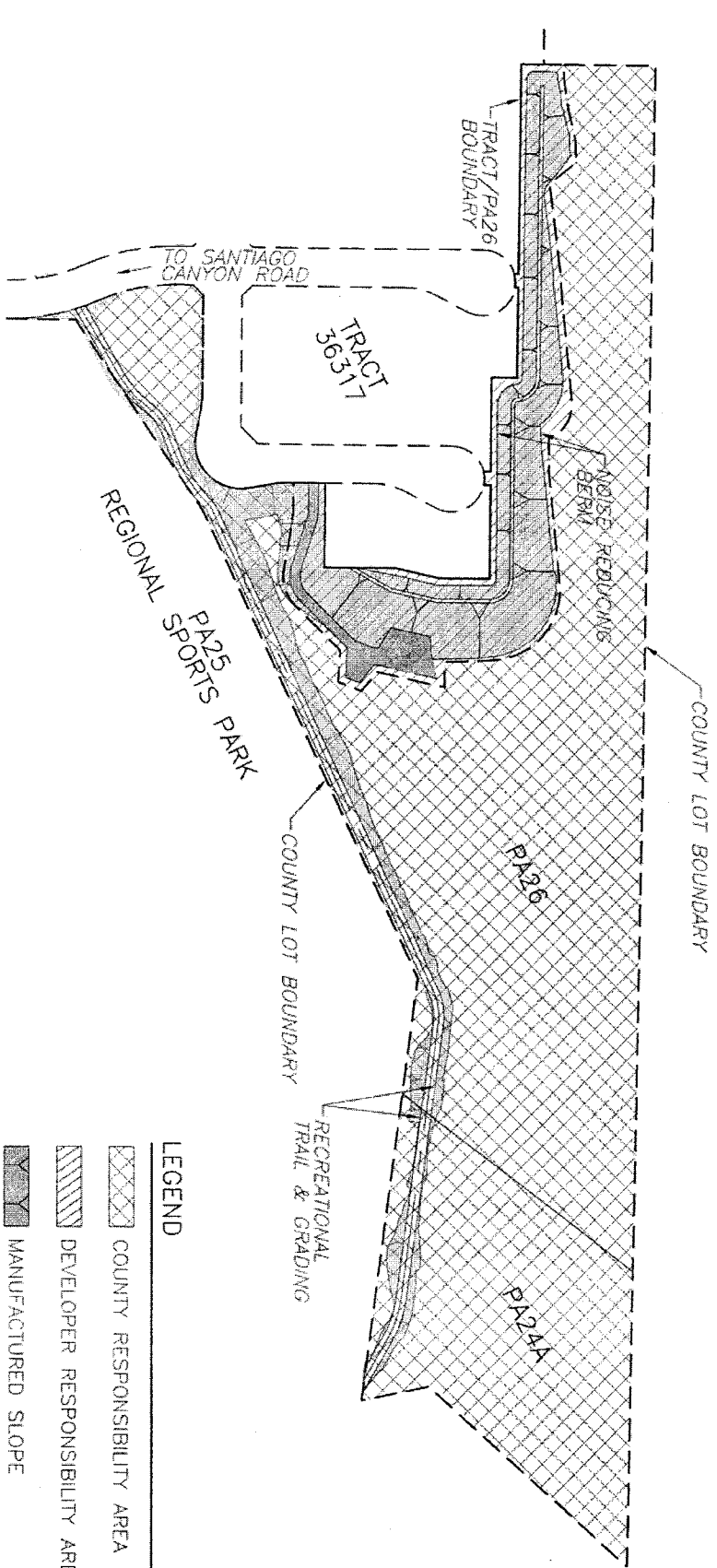
JOB NO. 8613  
DATE: 12-8-2014  
APPROVED BY:  
*Gordon D. Edwards*  
GORDON D EDWARDS, PLS 6678

CLIENT: FORESTAR MANAGEMENT  
GRADING LICENSE AGREEMENT  
AREA. PLAT TO ACCOMPANY  
LEGAL DESCRIPTION






EXHIBIT 3

DESCRIPTION AND SCOPE OF LICENSE FOR TEMPORARY GRADING

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**CONSTRUCTION RESPONSIBILITY EXHIBIT**  
 TRACT NO. 36317



**LEGEND**

-  COUNTY RESPONSIBILITY AREA
-  DEVELOPER RESPONSIBILITY AREA
-  MANUFACTURED SLOPE
-  COUNTY LOT BOUNDARY
-  TRACT/PA26 BOUNDARY



SCALE: 1" = 250'

ENGINEER  
**adkams**  
**ENGINEERS**  
 6879 AIRPORT DRIVE  
 RIVERSIDE, CA 92504  
 TEL: 951-688-0241  
 FAX: 951-688-0599



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

## 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

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

5/19/15  
Date

KB  
Initial

April 29, 2015

**Project Name:** Riverside County Regional Park and Open-Space District; Land Acquisition; Temescal Valley Area of Unincorporated Western Riverside County

**Project Number:** N/A

**Project Location:** Riverside County Assessor's Parcel Number 290-670-006 and portions of Assessor's Parcel Numbers 290-670-006, 290-660-002 and 290-660-003 located in T5SR6W; Section 21

**Description of Project:** The Riverside County Regional Park & Open-Space District proposes to acquire approximately 14.50 acres of land in its natural condition, with Assessor's Parcel Number 290-670-006 and portions of Assessor's Parcel Numbers 290-670-006, 290-660-002 and 290-660-003 located within the Sycamore Creek Specific Plan in the Temescal Valley of Western Riverside County and adjacent to southeasterly boundary the County of Riverside's Deleo Sports Park.

**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 15316 - Transfer of Ownership of Land in Order to Create Parks

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by CEQA Guidelines Section 15316, Class 16 consists of the acquisition, sale, or other transfer of land in order to establish a park where the land is in a natural condition or contains historical or archaeological resources and either:

- (a) The management plan for the park has not been prepared, or
- (b) The management plan proposes to keep the area in a natural condition or preserve the historic or archaeological resources. CEQA will apply when a management plan is proposed that will change the area from its natural condition or cause substantial adverse change in the significance of the historic or archaeological resource.

Signed: \_\_\_\_\_

Scott Bangle, General Manager

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

4/29/15

MAY 12 2015

13-2D



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

Riverside County  
Regional Park and Open-Space District

**MEMORANDUM**

**DATE:** May 4, 2015  
**TO:** Riverside County Recorder's Office  
**FROM:** Megan Gómez, Fiscal Manager  
**RE:** Accounting String for Recording Fees

Attached is a copy of our Notice of Exemption, dated 4/29/2015. The invoice and supporting documentation have been reviewed by District staff and approved for payment via Direct Journal Entry. Please prepare the entry, utilizing the following accounting string(s):

FUND	DEPTID	ACCOUNT	PROJECT
33120	931122	537080	

Please provide us with a copy of the posted entry for our records.

If you have any questions or experience any difficulties processing the entry, please contact our Finance Team at [Parks-Finance@rivcoparks.org](mailto:Parks-Finance@rivcoparks.org).

Thank you!

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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

**STARFIELD SYCAMORE INVESTORS, LLC,  
a Delaware limited liability company**

**AS SELLER**

**AND**

**RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT,**  
a park and open-space district created pursuant to the California Public Resources Code,  
Division 5, Chapter 3, Article 3

**AS BUYER**

**RELATING TO**

**Assessor's Parcel Numbers: 290-670-007 and portions of 290-670-006, 290-660-002  
and 290-660-003**

**Riverside County, California**

5012 7011 55 4111: P1

CLERK OF THE BOARD OF SUPERVISORS  
RECEIVED RIVERSIDE COUNTY

9690630.6

MAY 12 2015

13-2D

2015-4-127790

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

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into this 12<sup>th</sup> day of May, 2015, by and between Starfield Sycamore Investors, L.L.C., a Delaware limited liability company (“**Seller**”), and the Riverside County Regional Park and Open-Space District, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3 (“**Buyer**”).

**Recitals**

- A. A certain Tract Map No. 36317 was tentatively approved by the County of Riverside on November 6, 2013, an implementing project located within the Specific Plan No. 256 Amendment No 2 (“**SP256A2**”), whereby the real property was subdivided into 192 residential lots and 14 open space lots within Planning Areas 17a, 17b, 17c, 17d, 24a, 26 and 27 of SP256A2.
- B. Seller is the owner of approximately 14.35 acres of certain real property (“**Seller Property**”) situated within Tentative Tract Map No. 36317 (“**TTM36317**”) located in the unincorporated area of Riverside County, California, depicted in Map A, attached hereto and by this reference incorporated herein.
- C. As a condition of approval for the development of TTM36317, Seller is required to make certain trail improvements, including the installation, construction and planting along certain regional and secondary trails, as shown on Figure 12 of SP256A2, attached hereto and by this reference incorporated herein, and provide mechanisms for the operation and maintenance thereof.
- D. Notwithstanding the acquisition of the Property by the Buyer, the Seller or its successors-in-interest shall remain responsible and obligated for all the Conditions of Approval for TTM36317.
- E. More particularly, as a condition of approval for the development of TTM36317, Seller shall convey a 15 foot trail easement area within the TTM36317 and make trail improvements, including a 10 foot trail and plantings, within the easement area consistent with the plans and specifications approved by Buyer.
- F. On December 17, 2013, the County of Riverside and the Seller entered into that certain Development Impact Fee Credit Agreement (“**DIF Credit Agreement**”) whereby Seller is required to convey real property interests for trail purposes and construct or cause to be constructed trail improvements within property areas for Tentative Tract Map Nos. 31908, 31908-1, 31908-2, 36316, 36317, and 36317-1.
- G. Notwithstanding the DIF Credit Agreement, the Easement for trail purposes to be conveyed by Seller under this Agreement is not eligible for the development impact fee credit contemplated under the DIF Credit Agreement.

H. Buyer desires to purchase and Seller desires to sell a portion of the Seller Property identified with Assessor's Parcel Number 290-670-007 and portions of Assessor's Parcel Numbers 290-670-006, 290-660-002 and 290-660-003 (as defined subsequently in this Agreement as the "**Property**") upon the terms and conditions in this Agreement.

I. For temporary grading purposes associated with TTM36317, Seller desires to obtain and Buyer has agreed to grant a license for this limited purpose over a portion of the Property for the time period provided in that certain License Agreement entered into concurrently with this Agreement.

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

1. **Definitions.** For the purposes of this Agreement the following terms have the following meanings:

1.1 **Attachments:**

Map A - Depiction of Seller Property  
Attachment A - Fee Property Legal Description and plat map  
Attachment B - Trail Easement Property legal description and plat map  
Attachment C - License for Temporary grading legal description and plat map  
Attachment D - Form of Grant Deed of Fee Property  
Attachment E - Form of Easement Deed for Trail purposes  
Attachment F - Form of License Agreement for Temporary Grading purposes

1.2 "**Closing**" and "**Close of Escrow**": Closing or Close of Escrow are terms used interchangeably in this Agreement. The Closing or the Close of Escrow shall be on or before Aug. 3, 2015, and will be deemed to have occurred when the Grant Deed and Easement Deed have been recorded in the Official Records of the County of Riverside.

1.3 "**Effective Date**": The Effective Date is the date this Agreement is fully executed by the Parties and evidenced on the signature page of this Agreement. In the event that the date is omitted on the signature page, the Effective Date shall be the date the Board of Directors for the Riverside County Regional Park and Open-Space District ("**Board**") approved this Agreement provided the Seller has already approved and executed this Agreement.

1.4 "**Environmental Audit**": Environmental Audit means an environmental audit, review or testing of the Property performed by Buyer or any third party or consultant engaged by Buyer to conduct such study.

1.5 "**Environmental Law**": Environmental Law means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response,



Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

1.6 **“Escrow Holder”**: The Escrow Holder is First American Title Insurance Company at the address set forth below. The escrow number is 4694527 and the Escrow Officer is Jeanne Gould.

1.7 **“Hazardous Substance”**: Hazardous Substance means any substance, material or waste which is or becomes designated, classified or regulated as being “toxic” or “hazardous” or a “pollutant” or which is or becomes similarly designated, classified or regulated under any Environmental Law including asbestos, petroleum and petroleum products; provided, however, that the term “Hazardous Substance” shall not include (x) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline which are stored, used, held, or disposed of in compliance with all applicable environmental laws, or (y) materials which are stored or used in the ordinary course of Seller’s use of the Property, and which are stored, used, held, or disposed of in compliance with all applicable environmental laws.

1.8 **“Notices”**: Any Notices to be sent to any of the following shall be sent in the manner provided in Paragraph 16:

Seller:

Starfield Sycamore Investors, L.L.C.  
c/o Foremost Communities, Inc.  
4590 MacArthur Blvd., Suite 250  
Newport Beach, California 92660  
Attention: Mr. Steve C. Cameron  
Telephone: (949) 748-6714  
Fax No.: (949) 748-8488  
E-mail: [stevec@foremostcommunities.com](mailto:stevec@foremostcommunities.com)

With copies to:

Starwood Capital Group, L.L.C.  
591 W. Putnam Avenue  
Greenwich, Connecticut 06830  
Attention: Mr. John McCarthy  
Telephone: (203) 422-7725  
Fax No.: (203) 422-7782  
E-mail: [jmccarthy@starwood.com](mailto:jmccarthy@starwood.com)

Starwood Asset Management, L.L.C.  
c/o Starwood Capital Group  
100 Pine Street, Suite 3000  
San Francisco, California 94111  
Attention: Mr. Daniel Schwaegler  
Telephone: (415) 247-1229  
Fax No.: (415) 348-1277  
E-mail: [SchwaeD@Starwood.com](mailto:SchwaeD@Starwood.com)

Pircher, Nichols & Meeks  
1925 Century Park East, Suite 1700  
Los Angeles, California 90067  
Attention: Real Estate Notices (APJ/EBS/627.377)  
Telephone: (310) 201-8922  
Fax No.: (310) 201-8922  
E-mail: [ajacobs@pircher.com](mailto:ajacobs@pircher.com)  
[eshortz@pircher.com](mailto:eshortz@pircher.com)

Buyer:

Riverside County Regional Park  
& Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509-6858  
Attn: General Manager  
Telephone: (951) 955-4310  
Fax No.: (951) 955-4305

With a copy to

Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501  
Attn: James Force  
Telephone: (951) 955-4822  
Fax No: (951) 955-4837  
Email: [JRForce@rivcoeda.org](mailto:JRForce@rivcoeda.org)

Escrow Holder:

First American Title Insurance Company  
18500 Von Karman Avenue, Suite 600  
Irvine, CA 92612  
Attn: Jeanne Gould  
Telephone: (949) 885-2405  
Fax No.: (714) 913-6372  
Email: [jagould@firstam.com](mailto:jagould@firstam.com)

Title Company:

First American Title Insurance Company  
1250 Corona Pointe Court, Suite 201  
Corona, CA 92879  
Attn: Hugo Tello  
Telephone: (951) 256-5883  
Fax No.: (951) 280-9060  
Email: [htello@firstam.com](mailto:htello@firstam.com)

1.9 **“Property”**: The Property subject to this Agreement is comprised of:

(A) A fee simple interest in real property consisting of approximately 12.31 acres owned by the Seller, being a portion of approximately 14.35 acres of unimproved, vacant land, located in unincorporated area of Riverside County, California, with Assessor’s Parcel Number 290-670-007 and portions of Assessor’s Parcel Numbers 290-670-006, 290-660-002 and 290-660-003 (the **“Fee Property”**), more particularly

described and depicted in Attachment A, attached hereto and by this reference incorporated herein; and

(B) An easement interest in real property for trail purposes consisting of approximately 1,575 linear feet and at least fifteen (15) feet wide (the “**Trail Easement**”), as more particularly described and depicted in Attachment B, attached hereto and by this reference incorporated herein. The Buyer has agreed to make certain trail improvements defined below as Trail Improvements within the Trail Easement with the Trail Construction Consideration paid by the Seller. Notwithstanding anything to the contrary, in no event shall Buyer’s completion of the Trail Connection delay clearance or approval of related conditions of approval for Tract 36317.

1.10 “**Purchase Price**”: The Purchase Price for the Property is One Hundred Fifty Eight Thousand One Hundred Seventy Three Dollars and Eighteen Cents (\$158,173.18).

1.11 “**Seller**”: The Seller of the Property shall mean Starfield Sycamore Investors, L.L.C., or its successors-in-interest or assigns.

1.12 “**Temporary Grading License**”: The Temporary Grading License is a grant of certain rights, consisting of approximately 2,150 linear feet and, forty (40’) wide for the purpose of temporary grading by Seller associated with Seller’s development of TTM36317, more particularly legally described and depicted in Attachment C, attached hereto and by this reference incorporated herein. This Temporary Grading License is more particularly described in the License Agreement, attached as Attachment F and by this reference incorporated herein.

1.13 “**Title Company**”: The Title Company is First American Title Insurance Company at the address set forth above. The title order number is NHSC-4694527 and the Title Officer is Hugo Tello.

1.14 “**Trail Construction Consideration**” shall mean Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to be paid by the Seller.

1.15 “**Trail Improvements**” shall mean (i) constructing a 10' decomposed granite trail adjacent to Open Space Lot 195 and the 15' decomposed granite trail within Open Space Lots 194, 205 and 206 only, and (ii) a trail connection between the regional Sports Park northern trail and the linear park/street “A” crosswalk of Tract 36317 (such trail connection described in this clause (ii), the “**Trail Connection**”), all as more particularly described and depicted in Attachment B, attached hereto and by this reference incorporated herein. The Seller, its successors-in-interest or assigns, shall remain obligated for all other requirements of the conditions of approval for TR36317..

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property, together with all easements, appurtenances thereto and any improvements and fixtures situated or to be constructed thereon by Seller pursuant to Conditions of Approval for TTM36317. In addition and as part of this transaction, Buyer has agreed to grant a Temporary Grading License to Seller for grading purposes associated with the

development of TTM36317 for a limited time as described in the License Agreement. In the event that the Seller desires to obtain additional time for the Temporary Grading License, Buyer, in its sole discretion, may grant the additional time period for additional consideration subject to reasonable terms and conditions agreed to by the parties in writing.

3. **Purchase Price.** The Purchase Price for the Property shall be the amount specified in Paragraph 1.10 herein and will be payable in cash at the Close of Escrow and in accordance with this Agreement.

4. **Escrow.** Buyer and Seller shall open an escrow (the "Escrow") with Escrow Holder within ten (10) business days after the Effective Date by delivery to Escrow Holder a fully executed original or originally executed counterparts of this Agreement and this date shall be the official Opening Date of Escrow referenced herein. Buyer and Seller agree to execute any additional instructions prepared by the Escrow Holder as may be reasonably required to consummate the transaction contemplated by this Agreement. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will control. This purchase shall be contingent upon the approval by the Board of Directors of the Buyer to authorize the purchase of the Property and approve of the Purchase and Sale Agreement and Joint Escrow Instructions. In the event the Board of Directors has not approved this Agreement on or before October 31, 2015, this Agreement shall be null and void and both parties shall be relieved from any liabilities and/or obligations under this Agreement.

4.1 The Close of Escrow will be as soon as possible after the Opening Date of Escrow, but in no event shall the Close of Escrow be later than forty five (45) days after the Opening of Escrow.

4.2 Should escrow be unable to close immediately, due to some unforeseen circumstances, Escrow Holder shall deposit any funds deposited in escrow in an interest bearing account which shall be applied against the Purchase Price at Closing and any overages including the interest shall returned to Buyer at the Close of Escrow.

4.3 All time limits within which any matter herein specified is to be performed may be extended by mutual agreement in writing by the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

5. **Due Diligence By Buyer.**

5.1 Feasibility Period.

(A) During the period commencing on the Effective Date of this Agreement and terminating on the Closing ("**Feasibility Period**"), Buyer shall have the opportunity to undertake, at Buyer's expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, presence of Hazardous Substances, if any, and archeological information relating to the Property; and a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property. Seller shall cooperate with Buyer in Buyer's

inspections and investigations of the Property. Within ten (10) business days following the Opening of Escrow, Seller shall deliver to Buyer copies of all architectural plans, surveys, specifications, and other documents pertaining to the physical, geological, or environmental condition of the Property that are owned by or in the possession of Seller.

(B) If Buyer disapproves of the results of the inspection and review, Buyer may elect, prior to the last day of the Feasibility Period, to terminate this Agreement by giving Seller written notification prior to the last day of the Feasibility Period, and any funds deposited by Buyer together with all interest shall be returned to Buyer. If Buyer fails to notify Seller in writing of having any objections to the Property, to request an extension prior to the end of the Feasibility Period, or send a notice of termination, then Buyer shall be deemed to have approved such items and elected to proceed with the acquisition of the Property.

(C) If Buyer notifies Seller in writing of any objections to the condition of the Property at the time of sale or any other matters relating to the Property as set forth herein prior to the end of the Feasibility Period, the parties will have fourteen (14) business days to agree upon a resolution of the objections(s); provided however, that if, as a result of investigations and inspections any deficiencies are found or repairs are needed, the cost to remedy such deficiencies or to make such repairs shall be the exclusive responsibility of the Seller. In the event that Seller fails to remedy such deficiencies or to make such repairs within a reasonable time period then Buyer may terminate this Agreement by written notice to Seller and Escrow Holder.

5.2 Environmental Audit. Buyer may order, at its sole cost and expense, to perform an Environmental Audit. It shall do so prior to the end of the Feasibility Period and may terminate this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(A) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least one (1) business day's prior notice of any on-site testing of soil or subsurface conditions (with Seller having the right but not the obligation to cause one of its representatives to accompany Buyer or its representative);

(B) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit;

(C) Buyer will not conduct invasive testing without Seller's prior written consent; and Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entries into the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

5.3 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was:

(A) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

(1) Would appear as an exception to the Title Policy;

(2) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 12; and

(3) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely affect the acquisition, development, sale or use of the Property for Buyer's intended purpose; then Buyer is entitled to treat such new matter as a failure of condition to the Close of Escrow.

(B) If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, Buyer must give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing.

(C) However, if Buyer gives Seller notice of its election to terminate this Agreement, Seller may elect, by providing written notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing as extended, Buyer may terminate this Agreement.

5.4 Access. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to the Close of Escrow for the purpose of conducting due diligence, including but not limited to, making necessary or appropriate inspections, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Property). Buyer will give Seller reasonable written notice before going on the Property (with Seller having the right but not the obligation to cause one of its representatives to accompany Buyer or its representative). Buyer does hereby indemnify and hold harmless Seller, Seller's successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with Buyer's inspections involving entrance onto the Property pursuant to this Section 5.4.

## 6. **Deliveries to Escrow Holder.**

6.1 By Seller. On or prior to the Closing, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(A) A Grant Deed (“**Grant Deed**”), in the form attached to this Agreement as Attachment D, duly executed and acknowledged by Seller and in recordable form conveying the Property to Buyer; and

(B) An Easement Deed (“**Easement Deed**”), in the form attached to this Agreement as Attachment E, duly executed and acknowledged by Seller and in recordable form conveying the Trail Easement to Buyer; and

(C) Sufficient funds for Seller’s fees and costs necessary to consummate this transaction and as specified in this Agreement; and

(D) The funds specified in Section 1.14 herein of this Agreement for the Trail Improvements; and

(E) Any legally required documents or certifications, including but not limited to, a Transferor’s Certificate of Non-Foreign Status (“**FIRPTA Certificate**”) and a Natural Hazard Disclosure Statement.

6.2 By Buyer. On or prior to the Closing (and in any event in a manner sufficient to allow Escrow to close not later than the Closing), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(A) Sufficient funds for the Purchase Price and Buyer’s escrow fees and costs necessary to consummate this transaction and as specified in this Agreement;

(B) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Paragraph 10; and

(C) A License Agreement for Temporary Grading and Access (“**License Agreement**”), in the form attached to this Agreement as Attachment F, duly executed by Buyer; and

6.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement as are reasonably required by Escrow Holder or otherwise required to close escrow. In addition, Seller and Buyer will designate the Title Company as the “**Reporting Person**” for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

## 7. **Title Exceptions, Title Insurance and Condition of Title.**

7.1 Title Exceptions. Buyer has obtained a preliminary report for the Property prepared by the Title Company dated as of August 27, 2014, updated as of September 2, 2014 and amended as of September 4, 2014, and updated on January 23, 2015 and referenced as File No. NHSC-4694527 (“**Preliminary Report**”), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

(A) Buyer shall approve or disapprove each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property (each an

“**Exception**”) within ten (10) business days following the Effective Date. Buyer’s failure to object in writing within the ten (10) business day period shall be deemed to have approved the Exceptions. The Exceptions approved or deemed approved by Buyer hereunder shall be referred to as the “**Approved Exceptions**”.

(B) If any Exception is disapproved or deemed disapproved (each a “**Disapproved Exception**”), Seller shall have the right, but not the obligation, within ten (10) business days following expiration of the ten (10) business day period provided in Paragraph 7.1 above, to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to Buyer, all at Seller’s sole cost and expense. Seller authorizes Escrow Holder to disburse from the cash portion of the Purchase Price and proceeds otherwise disburseable to Seller upon Closing the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If Seller is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the period specified above, and Seller advises Buyer in writing that it will not cause the exceptions to be removed, Buyer will have ten (10) business days to elect, at its sole remedy, to:

(1) Proceed with the purchase and acquire the Property subject to such exceptions with reduction in the Purchase Price to satisfy any monetary Exceptions; or

(2) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit together with interest thereon will be returned to Buyer and the cancellation costs will be borne by Buyer.

(C) If Buyer does not give Seller notice of its election within such ten (10) business day period, Buyer will be deemed to have approved the condition of title to the Property and elected to proceed with this transaction.

(D) If Seller commits to remove any objection to title and fails to do so by the Closing, such failure shall constitute a failure of a condition precedent to Buyer’s obligations under this Agreement and Buyer may terminate this Agreement. If this Agreement terminates pursuant to the foregoing sentence, then Seller shall pay all charges of the Escrow Agent in connection with this transaction, including the charges of the surveyor; and the parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing party.

7.2 Title Insurance. At the Close of Escrow, Seller will cause the Title Company to issue to Buyer a CLTA standard coverage owner’s policy in an amount equal to the Purchase Price showing title to the Property vested in favor of the Buyer subject only to the Permitted Exceptions (“**Title Policy**”) and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer’s sole cost and expense; however, Buyer’s election to obtain an ALTA



extended policy of title will not delay the Closing and Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

7.3 Condition of Title. At the Close of Escrow, Seller shall convey fee simple title to the Fee Property to the Buyer pursuant to the Grant Deed and an easement interest in the Trail Easement to the Buyer pursuant to the Easement Deed subject only to the following matters ("**Permitted Exceptions**"):

(A) A lien for local real property taxes and assessments not then delinquent; and

(B) The printed exceptions that appear in the standard form owner's policy of title insurance issued by Title Company in the State of California;

(C) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement;

(D) Matters affecting the condition of title to the Property created by or with the written consent of Buyer; and

(E) Any matters which would be shown by a survey of the Property or by inquiry in possession of the Property.

**8. Conditions Precedent to the Close of Escrow.**

8.1 Conditions Precedent to Buyer's Obligations. Buyer's obligation to perform under this Agreement is subject to the satisfaction of the following conditions no later than the Closing Date or such other period of time as may be specified below:

(A) As of the Close of Escrow, the Title Company shall issue or have committed to issue the Title Policy to Buyer with only the Permitted Exceptions;

(B) Buyer's approval (or deemed approval) of the condition of the Property in accordance with the terms of this Agreement;

(C) Seller's satisfaction and performance of all obligations, conditions and covenants under this Agreement.

(D) Such proof of Seller's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing any instruments, documents or certificates on behalf of the Seller to act for and bind Seller as may reasonably be required by Buyer or the Escrow Holder.

(E) Such proof of Seller's discharging, satisfying, releasing or terminating a Disapproved Exception that Seller undertakes to cause or is required to cause as may reasonably be required by Buyer or the Escrow Holder.

(F) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing the

items described in Paragraph 5.1.(A), 6.1 and 6.3 and the removal of the items described in Paragraph 5.1.(C) and 7.1.(D).

The conditions set forth in this Paragraph are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

8.2 Conditions Precedent to Seller's Obligations. Seller's obligation to perform under this Agreement is subject to the satisfaction of the following conditions not later than the Closing and shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein:

(A) Buyer shall have delivered to Escrow Holder, prior to the Closing for disbursement as directed hereunder, all cash or other immediately available funds from Buyer in accordance with this Agreement;

(B) Buyer's satisfaction and performance of all obligations, conditions and covenants under this Agreement.

(C) Such proof of Buyer's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing any instruments, documents or certificates on behalf of the Buyer to act for and bind Buyer as may reasonably be required by Seller or the Escrow Holder; and

(D) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 6.2 and 6.3.

The conditions set forth in this Paragraph are solely for the benefit of Seller and may be waived only by Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

8.3 Termination of Agreement. In the event that the Closing does not occur on or before the Closing due to the default of a party, then the non-defaulting party to this Agreement, shall have the right to terminate this Agreement upon written notice to the other party and to Escrow Holder. Unless Seller is materially in default hereunder, failure by Buyer to cause Escrow to close on or before the Closing shall constitute a material Buyer default as a result of which Seller may elect to terminate this Agreement and the Escrow created hereunder.

## 9. **Costs and Expenses.**

9.1 Seller will pay or be charged:

(A) All costs associated with removing any debt, liens and assessments encumbering the Property, including but not limited to the reconveyance costs; and

(B) Seller's share of prorations, if any; and

(C) The amount specified in Section 1.14 herein of this Agreement for the Trail Improvements; and

(D) All costs associated with Seller's broker and attorney representation, including any commissions or fees.

9.2 Buyer will pay or be charged:

(A) All escrow fees and costs; and

(B) All costs associated with Buyer's broker and attorney representation, including any commissions or fees; and

(C) Any title policy or endorsements; and

(D) Buyer's share of prorations, if any.

10. **Prorations.** All receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

10.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is public entity and exempt from payment of any real property ad valorem taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. After Close of Escrow and outside of escrow, Seller shall have the right to apply for a refund of any portion paid to the County Tax Collector if eligible to receive such refund and Escrow Holder or Buyer shall have no liability and/or responsibility in connection therewith.

10.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. In addition to the Purchase Price, Buyer will pay to Seller an amount equal to the total of all utility deposits held by utility companies and Seller will assign to Buyer all of Seller's right, title and interest in any such utility deposits. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller will pay the bill.

10.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property and therefore entitled to the income there from and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

11. Disbursements and Other Actions by Escrow Holder. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing and able to issue the Title Policy, then and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so and in accordance with this Agreement. The Escrow instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder which shall occur at Close of Escrow:

11.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer for payment of the Purchase Price as follows:

(A) Deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 9 and 10; and

(B) Disburse the balance of the Purchase Price to Seller; and

(C) Disburse any excess proceeds, including any interest earned, deposited by Buyer to Buyer.

11.2 Recording. Cause the Easement Deed to be recorded first and the Grant Deed to be recorded last with the Riverside County Recorder in the Official Records of the County of Riverside and obtain conformed copies thereof for distribution to Buyer and Seller.

11.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

11.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

12. **Seller's Representations and Warranties**. Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Close of Escrow:

12.1 Hazardous Substances.

(A) Except as set forth in the reports, documents and other materials provided to Buyer, to the current actual knowledge of Seller, the Property is free and has always been free from Hazardous Substances and is not and has never been in violation of any Environmental Laws.

(B) Except as set forth in the reports, documents and other materials provided to Buyer, to the current actual knowledge of Seller, there are no buried or partially buried storage tanks located on the Property.

(C) Seller has received no written notice, notice of violation, administrative complaint, judicial complaint, or other formal written notice alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding

Hazardous Substances on the Property or the potential violation of any Environmental Law.

(D) There is no monitoring program required by the Environmental Protection Agency or any similar state agency concerning the Property.

(E) Except as set forth in the reports, documents and other materials provided to Buyer, to the current actual knowledge of Seller, no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.

(F) Except as set forth in the reports, documents and other materials provided to Buyer, to the current actual knowledge of Seller, the Property has never been used as a dump or landfill.

(G) Seller has disclosed to Buyer all written information, records, and studies in Seller's possession in connection with the Property concerning Hazardous Substances.

12.2 Violations of Law. To the current actual knowledge of Seller, no condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

12.3 Contracts. Other than the Temporary Grading License and any other documents, instruments or agreement disclosed by the Preliminary Report, no leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force after the Close of Escrow.

12.4 Litigation. There is no pending or, to the current actual knowledge of Seller, threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property.

12.5 Condition of Property. To the current actual knowledge of Seller, there are no natural or artificial conditions, encroachments upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property. The Seller shall maintain the Property in good condition and will not permit any acts of waste or acts that diminish the value of the Property. Seller has good marketable title to the Property.

12.6 Disclosure. To the current actual knowledge of Seller, any information that Seller has delivered to Buyer, either directly or through Seller's agents, is accurate in all material respects and Seller has disclosed all material facts concerning the operation, development, or condition of the Property. Seller shall promptly notify Buyer of any facts of which Seller has actual knowledge that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow.

For the purposes of this Agreement and the documents to be delivered pursuant hereto, references to "To Seller's knowledge" or "Seller's actual knowledge" or "Seller has no knowledge" shall mean the actual, present, conscious knowledge of Michael Canfield, Brian Woods and any person who has held or will hold the position in the Seller's organization most knowledgeable with the ownership and operation of the Property (collectively, the "**Seller Knowledge Individuals**") on the Effective Date without any investigation or inquiry, but such individual shall not have any individual liability in connection herewith. Seller represents and warrants that the Seller Knowledge Individuals are the persons most knowledgeable with the ownership and operation of the Property. Without limiting the foregoing, Buyer acknowledges that the Seller Knowledge Individual has not performed and is not obligated to perform any investigation or review of any files or other information in the possession of Seller, or to make any inquiry of any persons, or to take any other actions in connection with the representations and warranties of Seller set forth in this Agreement. Neither the actual, present, conscious knowledge of any other individual or entity, nor the constructive knowledge of the Seller Knowledge Individual or of any other individual or entity, shall be imputed to the Seller Knowledge Individual.

13. **Authorities of Parties.** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

13.1 Each party has the legal power, right and authority to enter into this Agreement and to consummate this transaction.

13.2 The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right and actual authority to bind each party to the terms and conditions of those documents.

13.3 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

13.4 The General Manager, or his designee, serves as the representative on behalf of Buyer for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.

14. **Indemnification.** Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all actual loss, out-of-pocket cost or expense, liability, damage (but excluding punitive, special and consequential damages, except to the extent awarded against, paid or incurred by Buyer as the result of third party claims described in clause (ii) below), or other injury, including, without limitation, reasonable attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other reasonable costs and expenses incurred by reason of, or in any manner resulting from (A) breach of any representations and warranties in Section 12, and (B) all third-party claims

for Seller's intentional acts or willful misconduct related to the Property occurring prior to the Close of Escrow. The foregoing indemnity shall not cover any matters relating to title or marketability of the Property because Buyer is relying on coverage provided by an owner's policy from the Title Company with respect to the Property. This indemnification shall survive the termination of this Agreement.

15. **Survival; Maximum Liability.** Notwithstanding anything contained herein to the contrary, the representations and warranties set forth in Paragraphs 12 and 13 (including any cause of action by reason of a breach thereof) shall, unless otherwise expressly provided in this Agreement, survive until the date that is sixty (60) months after the Close of Escrow (the period beginning on the date hereof and ending on such date being herein called the "**Survival Period**"), at which time such representations and warranties, covenants, obligations, provisions and liabilities (and any cause of action resulting from a breach thereof not then in litigation) shall terminate. Notwithstanding the foregoing, Seller shall have no liability for, and Buyer shall make no claim against Seller for (and Buyer shall be deemed to have waived any failure of a condition hereunder by reason of), a failure of any condition or a breach of any representation or warranty, covenant or other obligation of Seller under this Agreement or any document executed by Seller in connection with this Agreement (including for this purpose any matter that would have constituted a breach of Seller's representations and warranties had they been made on the Closing Date), if the failure or breach in question constitutes or results from a condition, state of facts or other matter that was actually known to Buyer prior to Closing and Buyer proceeds with the Closing. Notwithstanding anything to the contrary contained herein, if the Closing of the transactions hereunder shall have occurred: (1) the liability of Seller under this Agreement and such documents shall not exceed, in the aggregate, an amount (the "**Cap**") equal to \$75,000; and (2) in no event shall Seller be liable for any consequential, speculative or punitive damages.

16. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth in Paragraph 1.8. All notices sent by mail will be deemed received three (3) days after the date of mailing.

17. **Legal and Equitable Enforcement of this Agreement.** In the event the Close of Escrow and the consummation of the transaction contemplated by this Agreement do not occur by reason of a material, uncured default by Seller, Buyer, as its sole and exclusive remedy under this Agreement, will be entitled to payment from Seller of its reasonable out-of-pocket expenses incurred in connection with the transaction in an amount not to exceed the Cap.

18. **Disclaimers; Disclosures.**

18.1 No Side Agreements or Representations. No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges that no person has made, any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property, except as may be expressly set forth in this Agreement or any amendments hereto. No representation,

warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement, or any amendment hereto will be valid or binding on the Seller.

18.2 “AS IS” CONDITION. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN PARAGRAPHS 12 AND 13 HEREIN, (A) SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE OR OTHERWISE, AND (B) THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS” CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATION TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS.

18.3 SOPHISTICATION OF BUYER. BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY, AND BUYER HAS HAD ADEQUATE OPPORTUNITY OR WILL HAVE ADEQUATE OPPORTUNITY PRIOR TO CLOSING TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY BUYER’S TITLE INSURANCE POLICIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. NOTHING CONTAINED IN THIS SECTION 18.3 SHALL RELIEVE SELLER OF ITS OBLIGATIONS TO PROVIDE THE DOCUMENTS AND INFORMATION REQUIRED UNDER SECTION 5 OF THIS AGREEMENT.

18.4 DUE DILIGENCE MATERIALS. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR BUYER’S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKE NO (AND EXPRESSLY DISCLAIM ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE PROPERTIES NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER OR BY ANY MANAGER, MEMBER OR PARTNER OF SELLER.



19. **Miscellaneous.**

19.1 Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

19.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

19.3 Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

19.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, without the consent of Buyer, Seller may assign its interest in this Agreement to any subsequent purchaser of all or substantially all of Planning Area 17.

19.5 Entire Agreement. This Agreement and the documents referenced herein constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties or their respective successors-in-interest.

19.6 Time of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

19.7 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California in which the Property is located. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

19.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

19.9 Survival. Any provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

19.10 Broker. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed any broker and/or finder to represent its interest in this transaction, except as would be expressly set forth herein this Section 19.10. If either party is in fact represented in this sale, then the represented party shall pay and be solely responsible for payment of any fees or commissions due by the represented party as may be set forth in a separate written agreement. The represented party agrees to indemnify,

defend and hold the other party free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fees in connection with the sale of the Property arising out of agreements by the indemnifying party to pay any commission or finder's fee. The provisions of this Section 19.10 shall survive Closing under this Agreement.

19.11 Severability. If any provision of this Agreement shall, to any extent, be held invalid or enforceable, the remainder of this Agreement shall not be affected.

19.12 Exhibits. Each attachment or exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

19.13 Construction. The Section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

19.14 Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

19.15 Trail Improvements. In consideration for the Trail Construction Consideration, Buyer shall complete or cause to have completed all the trail improvements described in Section 1.15 and depicted on Attachment B attached hereto within the Trail Easement area. Buyer will work cooperatively with the Seller, or its successor-in-interest, regarding the Trail Improvements within the Trail Easement area described in the Conditions of Approvals for TTM36317. Notwithstanding the Buyer's agreement to construct the Trail Improvements within the Trail Easement, Buyer is not assuming any other obligations that were imposed upon the applicant or Seller of TTM36317, including, but not limited to, the corresponding conditions of approval for the development of TTM36317.

The Buyer is acquiring land within planning areas PA 26 and PA 24A. As part of the purchase and sale agreement, the Buyer has agreed to make the Trail Improvements defined in Section 1.15 and accept the maintenance of the completed trail and balance of the open space area acquired within PAs 26 and 24A. The Buyer will construct the decomposed granite trail to the proposed trail plan submitted by the applicant of TR36317. The parties' obligations under this Section 19.15 shall survive the Close of Escrow.

[Signature Provisions on Following Page]


THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY Buyer and approved by the Board of Directors of the Riverside County Regional Park And Open-Space District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth below.

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

**Seller:**  
**STARFIELD SYCAMORE INVESTORS,**  
**L.L.C., a Delaware limited liability company**

By: SOF-VI Sycamore Creek Holdings, L.L.C.,  
a Delaware limited liability company


By:   
Name: DANIEL SCHWAEPLER  
Title: SENIOR VP

Dated: MAY 12 2015


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

By:   
Kevin Jeffries  
Chairman  
Board of Directors

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

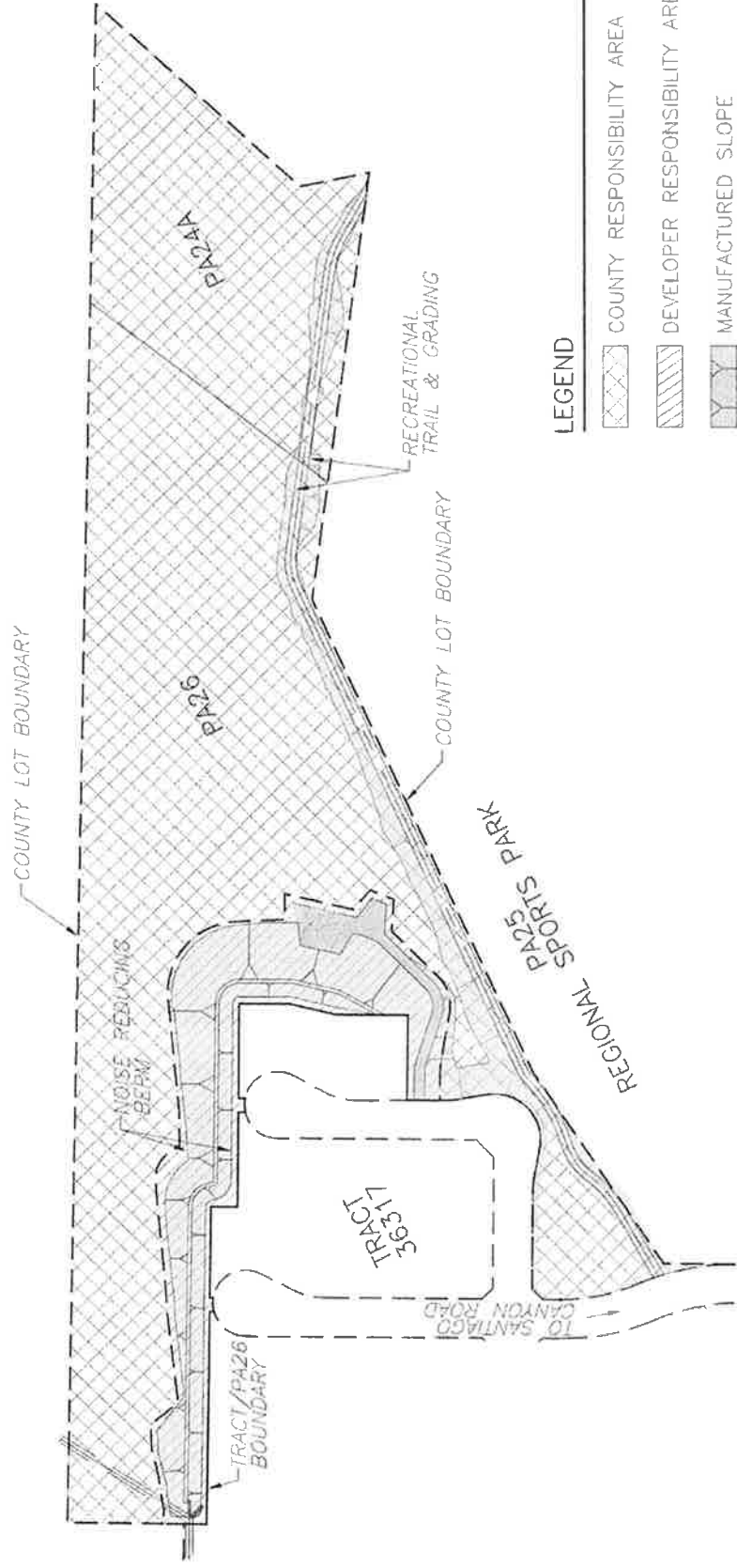
**APPROVED AS TO FORM:**  
Gregory P. Priamos  
County Counsel

By:   
Cynthia M. Gunzel  
Deputy County Counsel

**Map "A"**

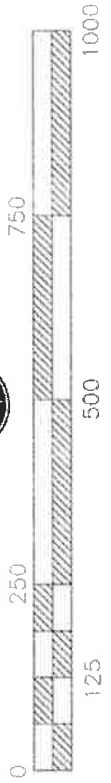
**Depiction of Seller Property**

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 DEPICTION OF SELLER PROPERTY EXHIBIT  
 TRACT NO. 36317



LEGEND

-  COUNTY RESPONSIBILITY AREA
-  DEVELOPER RESPONSIBILITY AREA
-  MANUFACTURED SLOPE
-  COUNTY LOT BOUNDARY
-  TRACT/PA26 BOUNDARY



SCALE: 1" = 250'

ENGINEER  
**adkan**  
**ENGINEERS**  
 6879 AIRPORT DRIVE  
 RIVERSIDE, CA 92504  
 TEL: 951-688-0241  
 FAX: 951-688-0599

## **Attachment A**

### **Legal Description and Plat Map of Fee Property**

All that certain real property situated in the County of Riverside, State of California, legally described and depicted in the attached Exhibits "A" and "B" for the Fee Property

**PARCEL 1**

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 34609, FILED IN BOOK 224, PAGES 45 THROUGH 49, INCLUSIVE OF PARCEL MAPS, A PORTION OF PARCEL "L" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4416 PER DOCUMENT RECORDED DECEMBER 20, 2001 AS DOCUMENT NO. 2001-632915 OF OFFICIAL RECORDS, AND A PORTION OF PARCEL "D" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4944 PER DOCUMENT RECORDED NOVEMBER 20, 2005 AS DOCUMENT NO. 2005-0978074 OF OFFICIAL RECORDS, ALL RECORDS OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.;

THENCE SOUTH 89°06'58" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 135.50 FEET;

THENCE NORTH 0°53'02" EAST, A DISTANCE OF 19.86 FEET;

THENCE NORTH 8°17'01" WEST, A DISTANCE OF 49.76 FEET;

THENCE NORTH 13°52'41" WEST, A DISTANCE OF 39.02 FEET;

THENCE NORTH 2°19'00" WEST, A DISTANCE OF 35.14 FEET;

THENCE NORTH 51°34'38" EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH 6°53'10" WEST, A DISTANCE OF 132.30 FEET;

THENCE NORTH 2°52'16" WEST, A DISTANCE OF 30.79 FEET;

THENCE NORTH 5°19'39" WEST, A DISTANCE OF 155.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 51.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°09'41", AN ARC LENGTH OF 67.79 FEET;

THENCE NON-TANGENT TO LAST SAID CURVE, NORTH 0°22'05" WEST, A DISTANCE OF 49.41 FEET;

THENCE NORTH 5°27'17" WEST, A DISTANCE OF 163.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°22'38", AN ARC LENGTH OF 164.45 FEET;

THENCE TANGENT TO LAST SAID CURVE, NORTH 86°55'21" EAST, A DISTANCE OF 20.35 FEET;

THENCE NORTH 88°14'19" EAST, A DISTANCE OF 51.80 FEET;

THENCE NORTH 0°40'12" WEST, A DISTANCE OF 36.95 FEET;

THENCE SOUTH 76°51'10" EAST, A DISTANCE OF 100.79 FEET;

THENCE NORTH 39°42'45" EAST, A DISTANCE OF 36.33 FEET;

THENCE SOUTH 68°17'30" EAST, A DISTANCE OF 36.53 FEET;

THENCE SOUTH 3°42'15" WEST, A DISTANCE OF 45.75 FEET;

THENCE SOUTH 45°11'20" EAST, A DISTANCE OF 92.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°34'05", AN ARC LENGTH OF 58.19 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 10°22'45" WEST, A DISTANCE OF 49.77 FEET;

THENCE SOUTH 7°59'57" WEST, A DISTANCE OF 33.40 FEET;

THENCE SOUTH 0°35'51" WEST, A DISTANCE OF 44.00 FEET;

THENCE SOUTH 89°24'09" EAST, A DISTANCE OF 7.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 17.97 FEET;

THENCE TANGENT TO LAST SAID CURVE, NORTH 80°18'03" EAST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 66.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 110°35'35", AN ARC LENGTH OF 127.39 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 10°53'38" WEST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 17.97 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 0°35'50" WEST, A DISTANCE OF 145.00 FEET;

THENCE SOUTH 44°24'10" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°24'10" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 272.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°15'38", AN ARC LENGTH OF 115.17 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 328.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 23°39'48" WEST;



THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°33'00" AN ARC LENGTH OF 140.54 FEET TO A POINT OF CUSP WITH A TANGENT LINE, SAID LINE BEING THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED NOVEMBER 8, 2007 AS DOCUMENT NO. 0675974 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 89°06'48" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 100.71 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 34°39'50" WEST ALONG THE SOUTHWESTERLY LINE SAID RIVERSIDE COUNTY PROPERTY, A DISTANCE 332.58 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, NORTH 24°39'50" WEST, A DISTANCE OF 751.02 FEET TO AN ANGLE POINT;

THENCE ALONG THE WESTERLY LINE OF SAID RIVERSIDE COUNTY PROPERTY, NORTH 7°32'47" EAST, A DISTANCE OF 621.58 FEET TO THE SOUTHERLY LINE OF PARCEL "G" OF SAID LOT LINE ADJUSTMENT NO. 4416;

THENCE SOUTH 78°36'52" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 100.08 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 47°46'11" WEST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 392.06 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "G", SAID CORNER BEING A POINT IN THE WEST LINE OF SAID SECTION 12;

THENCE SOUTH 1°08'26" WEST ALONG SAID WEST LINE, A DISTANCE OF 2188.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.35 ACRES, MORE OR LESS.

SEE EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

*Gordon D. Edwards*

12-8-2014

GORDON D EDWARDS, PLS 6678  
EXPIRATION 6-30-2016



EXHIBIT "B"

S'LY LINE PARCEL "G",  
LOT LINE ADJUSTMENT  
NO. 4416, INST. NO.  
2002-107682 O.R.



1" = 300'



COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007

**PARCEL 1**  
14.35 ACRES

POR. PARCEL "L"  
LOT LINE ADJUSTMENT  
NO. 4416, INST. NO.  
2002-107682 O.R.

SEE DETAIL  
SHEET 2

PORTION PARCEL "D" LOT  
LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.

SEE DETAIL  
SHEET 2

PORTION PARCEL 1  
PM NO. 34609  
PMB 224 / 45-49

T5S R6W SBM

POB 11 12

135.50'  
589°06'58"E  
14 13

S1°08'26"W 2188.51'

PORTION PARCEL "D" LOT LINE ADJUSTMENT  
NO. 4944, INST. NO. 2005-0978074 O.R.

N47°46'11"W  
392.06'  
578.36,52"W  
100.08'

N7°32'47"E 621.58'

N24°39'50"W  
751.02'

11.00'

N34°39'50"W  
332.58'

N89°06'48"W 100.71'

S89°24'10"E  
25.00'

21.21'

S44°24'10"E

L=115.17'

R=272.00'

Δ=24°15'38"

L=140.54'

R=328.00'

Δ=24°33'00"

L=123.39,48"(M/R)

SANTIAGO CANYON  
ROAD

SEE SHEET 1

**PARCEL 1**  
14.35 AC.

PORTION PARCEL "D" LOT LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.

N1°08'26"E 2079.00'

**EXHIBIT "B"**

SHEET 2 OF 2

SEE SHEET 1  
COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007

PORTION PARCEL "L"  
LOT LINE ADJUSTMENT NO. 4416,  
INST. NO. 2002-107682 O.R.

PORTION PARCEL "D"  
LOT LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.

**PARCEL 1**

**PORTION PARCEL 1**  
PM NO. 34609  
PMB 224 / 45-49



1" = 100'

T5S R6W SBM

11 12 **POB**  
135.50'

N89°06'58"W

14 13

N2°52'16"W 30.79'  
N5°19'59"W 155.43'  
N5°19'59"W 132.30'  
N6°53'10"W 49.86'

N2°19'00"W 35.14'  
N13°52'41"W 39.02'  
N8°17'01"W 49.76'  
N0°53'02"E 19.86'

N0°22'05"W 49.41'  
N19°10'18"W(R) Δ=76°09'41" R=51.00' L=67.79'

N86°55'21"E 20.35'  
N88°14'19"E 51.80'  
N39°42'45"E 36.33'  
S76°51'10"E 100.79'  
N0°40'12"W 36.95'  
S68°17'30"E 36.53'  
S3°42'15"W 45.75'

Δ=55°34'05" R=60.00' L=58.19'

S10°22'45"W 49.77'

S7°59'57"W 33.40'

S0°35'51"W 44.00'

N80°18'03"E 40.99'

S89°24'09"E 7.38'

Δ=10°17'48" R=100.00' L=17.97'

Δ=110°35'35" R=66.00' L=127.39'

Δ=10°17'48" R=100.00' L=17.97'

S10°53'38"W 40.99'

S0°35'50"W 145.00'

**PCL1**

21.21'  
S44°24'10"E

SEE SHEET 1

**Attachment B**

**Legal Description and Plat Map of the Trail Easement Property**

All that certain real property situated in the County of Riverside, State of California,  
Legally described and depicted in the attached Exhibits "A" and "B"

**EXHIBIT "A"**  
**SYCAMORE CREEK COMMUNITY TRAIL EASEMENT**

SHEET 1 OF 2

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 34609, FILED IN BOOK 224, PAGES 45 THROUGH 49, INCLUSIVE OF PARCEL MAPS, A PORTION OF PARCEL "L" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4416 PER DOCUMENT RECORDED DECEMBER 20, 2001 AS DOCUMENT NO. 2001-632915 OF OFFICIAL RECORDS, AND A PORTION OF PARCEL "D" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4944 PER DOCUMENT RECORDED NOVEMBER 20, 2005 AS DOCUMENT NO. 2005-0978074 OF OFFICIAL RECORDS, ALL RECORDS OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEING A 15.00 FOOT WIDE EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOW DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED NOVEMBER 8, 2007 AS DOCUMENT NO. 0675974, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, DISTANT SOUTH 7°32'47" WEST, A DISTANCE OF 30.95 FEET FROM THE NORTHWESTERLY CORNER THEREOF;

THENCE SOUTH 29°37'47" WEST, A DISTANCE OF 68.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 157.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°56'37" AN ARC LENGTH OF 60.32 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 7°41'10" WEST, A DISTANCE OF 404.80 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 87.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'00" AN ARC LENGTH OF 49.40 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 24°39'50" EAST, A DISTANCE OF 771.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 27.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°39'44" AN ARC LENGTH OF 9.44 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 227.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 45°40'26" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°55'55" AN ARC LENGTH OF 99.00 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 19°23'39" EAST, A DISTANCE OF 18.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 84.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH CENTRAL ANGLE OF 32°04'54" AN ARC LENGTH OF 48.99 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 51°28'32" EAST, 9.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 162.50 FEET;

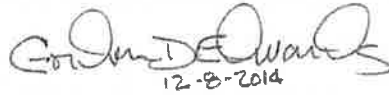
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH CENTRAL ANGLE OF 21°32'48" AN ARC LENGTH OF 61.11 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 29°55'45" EAST, A DISTANCE OF 108.93 FEET TO THE END OF SAID 15.00 FOOT WIDE STRIP.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO ORIGINATE IN SAID WESTERLY LINE OF THE RIVERSIDE COUNTY PARCEL AND TERMINATE IN NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 328.00 FEET, A RADIAL LINE TO SAID END OF 15.00 WIDE STRIP BEARS NORTH 18°14'21" WEST.

CONTAINING 25,661 SQUARE FEET, MORE OR LESS.

PREPARED BY ME OR UNDER MY SUPERVISION:

  
12-8-2014

GORDON D EDWARDS, PLS 6678  
EXPIRATION 6-30-2016



EXHIBIT "B"



1" = 300'



SEE SHEET 2

15' WIDE SYCAMORE CREEK COMMUNITY TRAIL EASEMENT. AREA = 25661 SQUARE FEET, MORE OR LESS.

COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007

Santiago Canyon Road

PORTION PARCEL "D" LOT LINE ADJUSTMENT  
NO. 4944, INST. NO. 2005-0978074 O.R.

PORTION PARCEL "L"  
LOT LINE ADJUSTMENT  
NO. 4416, INST. NO.  
2002-107682 O.R.

SEE SHEET 3

PORTION PARCEL "D" LOT LINE ADJUSTMENT  
NO. 4944, INST. NO. 2005-0978074 O.R.

PORTION PARCEL 1  
PM NO. 34609  
PMB 224 / 45-49

T5S R6W SBM  
11 12  
14 13

PLAT PREPARED BY:

**adkan ENGINEERS**

Civil Engineering · Surveying · Planning  
6879 Airport Drive, Riverside, CA 92504  
Tel:(951) 688-0241 · Fax:(951) 688-0599

JOB NO. 8613

DATE: 12-8-2014

CLIENT: FORESTAR MANAGEMENT

APPROVED BY:

GORDON D EDWARDS, PLS 6678

PLAT OF SYCAMORE CREEK  
COMMUNITY TRAIL EASEMENT

EXHIBIT "B"



1" = 100'

PORTION PARCEL "L"  
LOT LINE ADJUSTMENT  
NO. 4416, INST. NO.  
2002-107682 O.R.

NW'LY CORNER COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007

COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007

15.00' WIDE SYCAMORE CREEK COMMUNITY TRAIL  
EASEMENT. AREA = 25,661 SQUARE FEET, MORE OR LESS.

POB

$\Delta=21^{\circ}56'37''$   
 $R=157.50'$   
 $L=60.32'$

$S29^{\circ}37'47''W$   
68.97'

$N73^{\circ}24'17''E$   
30.95'

$S7^{\circ}41'10''W$  404.80'

$\Delta=32^{\circ}21'00''$   
 $R=87.50'$   
 $L=49.40'$

$S24^{\circ}39'50''E$  771.71'

SEE SHEET 3



EXHIBIT "B"

SEE SHEET 2



1" = 100'

COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007

⊙ 15.00' WIDE SYCAMORE CREEK  
COMMUNITY TRAIL EASEMENT.  
AREA = 25,661 SQUARE FEET, MORE  
OR LESS.

PORTION PARCEL "L"

LOT LINE ADJUSTMENT NO. 4416,  
INST. NO. 2002-107682 O.R.

S24°39'50"E 771.71'

Δ=19°39'44"  
R=27.50'  
L=9.44'

N45°40'26"E(R)  
Δ=24°55'55"  
R=227.50'  
L=99.00'

S19°23'39"E  
18.14'

Δ=32°04'54"  
R=87.50'  
L=48.99'

S51°28'32"E 9.92'  
Δ=21°32'48"  
R=162.50'  
L=61.11'

108.93'  
S29°55'45"E

N18°14'21"W(R)  
R=328.00'

PORTION PARCEL "D" LOT LINE ADJUSTMENT  
NO. 4944, INST. NO. 2005-0978074 O.R.

PORTION PARCEL 1  
PM NO. 34609  
PMB 224 / 45-49

## **Attachment C**

### **Legal Description and Plat Map of the Temporary Grading License Property**

All that certain real property situated in the County of Riverside, State of California, described in the attached Exhibits "A" and "B" for the Temporary Grading License

**EXHIBIT "A"**  
GRADING LICENSE AGREEMENT AREA

SHEET 1 OF 3

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 34609, FILED IN BOOK 224, PAGES 45 THROUGH 49, INCLUSIVE OF PARCEL MAPS, A PORTION OF PARCEL "L" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4416 PER DOCUMENT RECORDED DECEMBER 20, 2001 AS DOCUMENT NO. 2001-632915 OF OFFICIAL RECORDS, AND A PORTION OF PARCEL "D" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4944 PER DOCUMENT RECORDED NOVEMBER 20, 2005 AS DOCUMENT NO. 2005-0978074 OF OFFICIAL RECORDS, ALL RECORDS OF SAID RIVERSIDE COUNTY, DESCRIBED AS STRIPS AS FOLLOWS:

**STRIP NO. 1**

BEING A 40.00 FOOT WIDE STRIP OF LAND LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.;

THENCE SOUTH 89°06'58" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 135.50 FEET TO **THE POINT OF BEGINNING**;

THENCE NORTH 0°53'02" EAST, A DISTANCE OF 19.86 FEET;

THENCE NORTH 8°17'01" WEST, A DISTANCE OF 49.76 FEET;

THENCE NORTH 13°52'41" WEST, A DISTANCE OF 39.02 FEET;

THENCE NORTH 2°19'00" WEST, A DISTANCE OF 35.14 FEET;

THENCE NORTH 51°34'38" EAST, A DISTANCE OF 49.86 FEET;

THENCE NORTH 6°53'10" WEST, A DISTANCE OF 132.30 FEET;

THENCE NORTH 2°52'16" WEST, A DISTANCE OF 30.79 FEET;

THENCE NORTH 5°19'39" WEST, A DISTANCE OF 155.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 51.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°09'41", AN ARC LENGTH OF 67.79 FEET;

THENCE NON-TANGENT TO LAST SAID CURVE, NORTH 0°22'05" WEST, A DISTANCE OF 49.41 FEET;

THENCE NORTH 5°27'17" WEST, A DISTANCE OF 163.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°22'38', AN ARC LENGTH OF 164.45 FEET;

THENCE TANGENT TO LAST SAID CURVE, NORTH 86°55'21" EAST, A DISTANCE OF 20.35 FEET;

THENCE NORTH 88°14'19" EAST, A DISTANCE OF 51.80 FEET TO POINT "A" AND THE TERMINUS OF STRIP NO. 1.

THE NORTHERLY LINE OF SAID STRIP NO. 1 SHALL BE LENGTHENED TO TERMINATE IN A LINE BEARING NORTH 0°42'12" WEST AND ORIGINATING FROM SAID POINT "A".

**STRIP NO. 2**

BEING A 40.00 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT POINT "A", HEREIN ABOVE DESCRIBED:

THENCE NORTH 0°42'12" WEST, A DISTANCE OF 36.95 FEET;

THENCE SOUTH 76°51'10" EAST, A DISTANCE OF 100.79 FEET;

THENCE NORTH 39°42'45" EAST, A DISTANCE OF 36.33 FEET;

THENCE SOUTH 68°17'30" EAST, A DISTANCE OF 36.53 FEET;

THENCE SOUTH 3°42'15" WEST, A DISTANCE OF 45.75 FEET TO POINT "B" AND THE **POINT OF BEGINNING** FOR STRIP NO. 2;

THENCE SOUTH 45°11'20" EAST, A DISTANCE OF 92.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°34'05", AN ARC LENGTH OF 58.19 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 10°22'45" WEST, A DISTANCE OF 49.77 FEET;

THENCE SOUTH 7°59'57" WEST, A DISTANCE OF 33.40 FEET;

THENCE SOUTH 0°35'51" WEST, A DISTANCE OF 44.00 FEET;

THENCE SOUTH 89°24'09" EAST, A DISTANCE OF 7.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 17.97 FEET;

THENCE TANGENT TO LAST SAID CURVE, NORTH 80°18'03" EAST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 66.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 110°35'35", AN ARC LENGTH OF 127.39 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 10°53'38" WEST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 17.97 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 0°35'50" WEST, A DISTANCE OF 145.00 FEET;

THENCE SOUTH 44°24'10" EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°24'10" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 272.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°15'38", AN ARC LENGTH OF 115.17 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 328.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 23°39'48" WEST;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°33'00" AN ARC LENGTH OF 140.54 FEET TO A POINT OF CUSP WITH A TANGENT LINE, SAID LINE BEING THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED NOVEMBER 8, 2007 AS DOCUMENT NO. 0675974 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, AND THE TERMINUS OF THIS LINE.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED NOVEMBER 8, 2007 AS DOCUMENT NO. 0675974 OF OFFICIAL RECORDS.

THE NORTHEASTERLY LINE SHALL BE LENGTHENED TO ORIGINATE IN A LINE BEARING NORTH 3°42'15" EAST AND ORIGINATING FROM SAID POINT "B".

SEE EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

*Gordon D. Edwards*  
12-8-2014

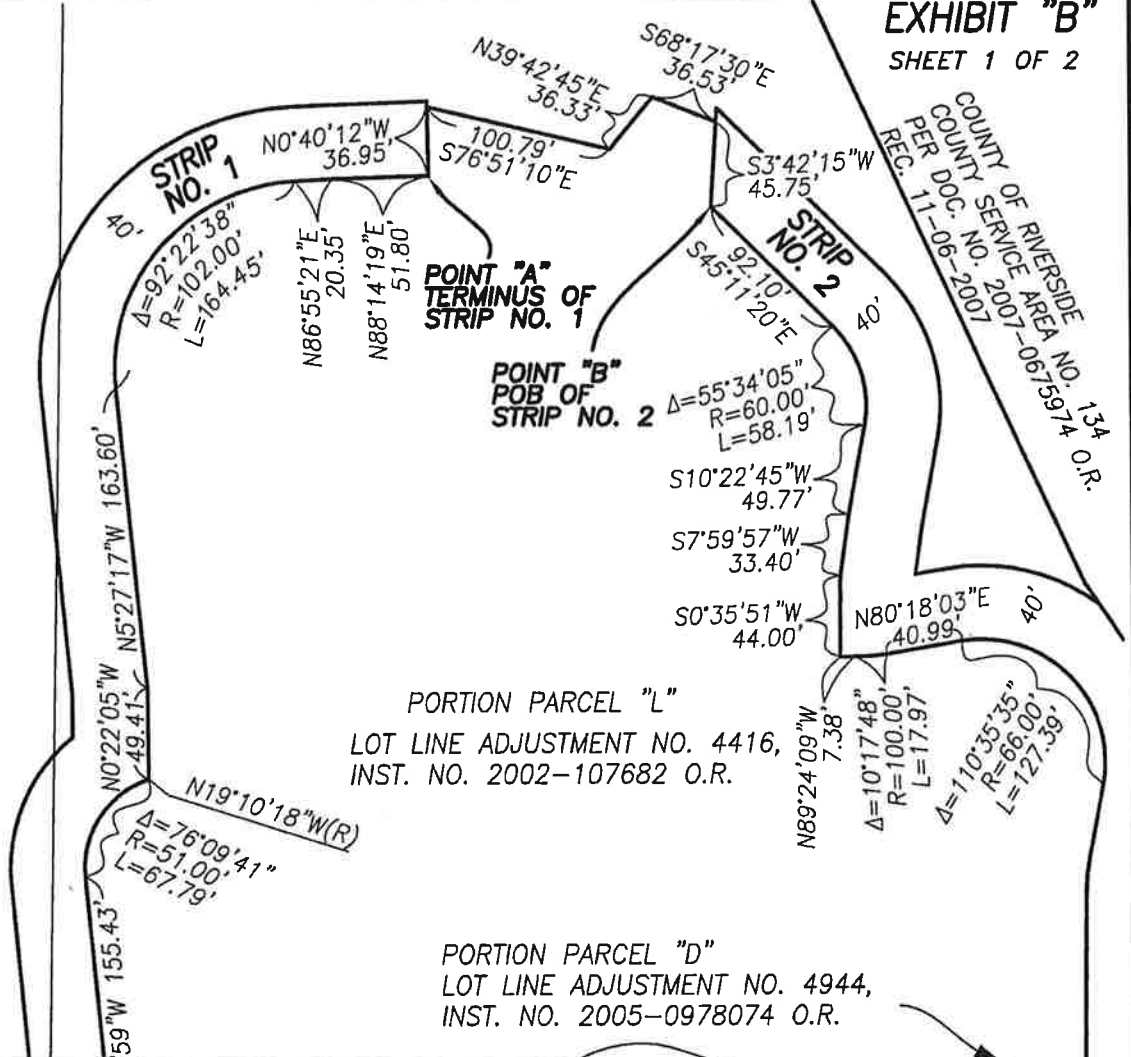
GORDON D EDWARDS, PLS 6678  
EXPIRATION 6-30-2016



**EXHIBIT "B"**  
SHEET 1 OF 2

COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007

PORTION PARCEL "D" LOT LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.



PORTION PARCEL "L"  
LOT LINE ADJUSTMENT NO. 4416,  
INST. NO. 2002-107682 O.R.

PORTION PARCEL "D"  
LOT LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.

STRIP NO. 1  
N5°19'59"W 155.43'  
N5°27'17"W 163.60'  
N0°22'05"W 49.41'  
N19°10'18"W(R)  
N0°22'05"W 49.41'  
N5°27'17"W 163.60'  
N0°40'12"W 36.95'  
N86°55'21"E 20.35'  
N88°14'19"E 51.80'  
N39°42'45"E 36.33'  
S68°17'30"E 36.53'  
S76°51'10"E 100.79'  
S3°42'15"W 45.75'  
S45°11'20"E 92.10'  
S10°22'45"W 49.77'  
S7°59'57"W 33.40'  
S0°35'51"W 44.00'  
N80°18'03"E 40.99'  
N89°24'09"W 7.38'  
N51°34'38"E 49.86'  
N2°19'00"W 35.14'  
N13°52'41"W 39.02'  
N8°17'01"W 49.76'  
N0°53'02"E 19.86'  
N89°06'58"W 135.50'

PORTION PARCEL 1  
PM NO. 34609  
PMB 224 / 45-49



1" = 100'

T5S R6W SBM  
11 12 POC

14 13

POC STRIP NO. 1

SEE SHEET 2

EXHIBIT "B"

SHEET 2 OF 2

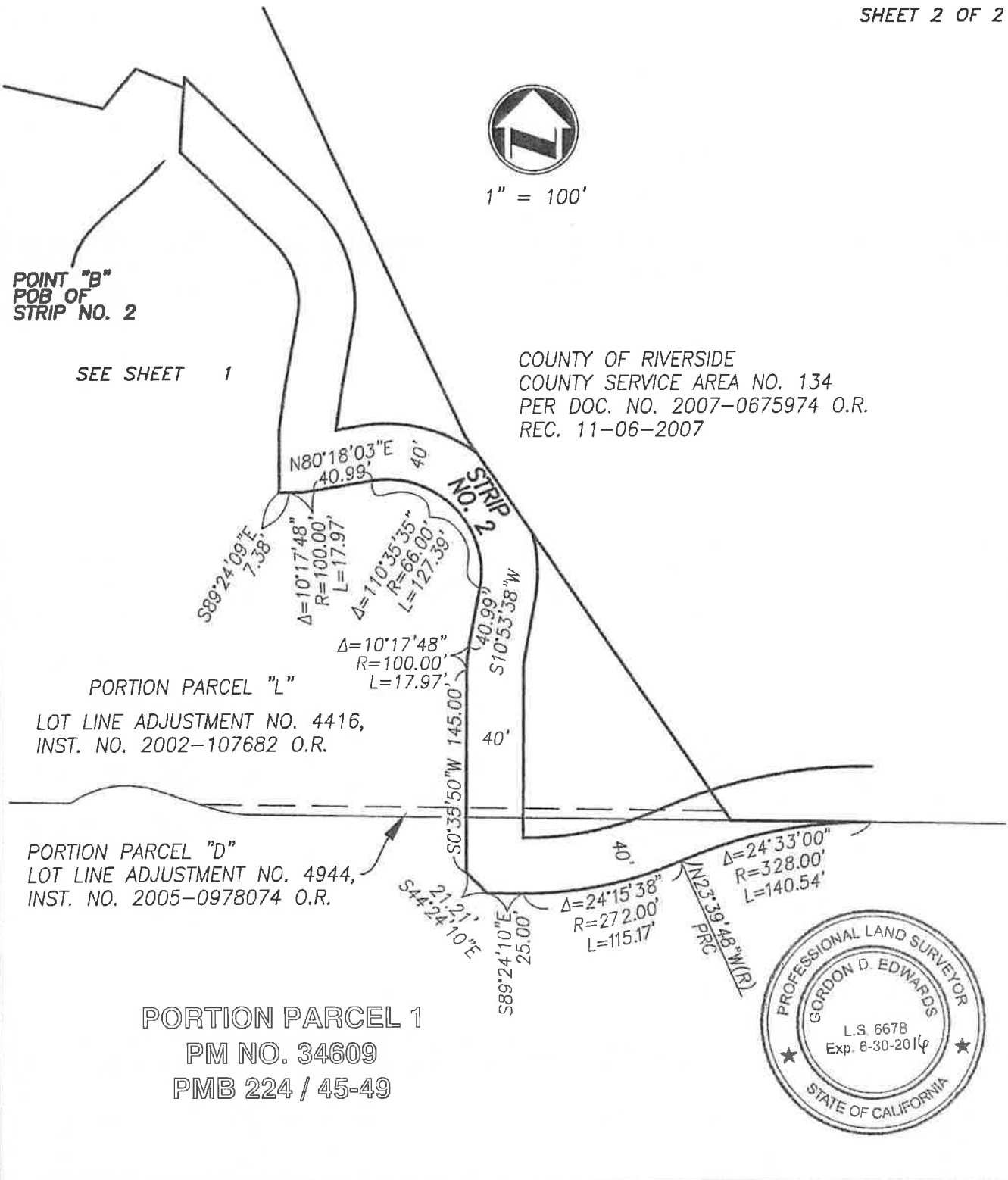


1" = 100'

POINT "B"  
POB OF  
STRIP NO. 2

SEE SHEET 1

COUNTY OF RIVERSIDE  
COUNTY SERVICE AREA NO. 134  
PER DOC. NO. 2007-0675974 O.R.  
REC. 11-06-2007



PORTION PARCEL "L"

LOT LINE ADJUSTMENT NO. 4416,  
INST. NO. 2002-107682 O.R.

PORTION PARCEL "D"  
LOT LINE ADJUSTMENT NO. 4944,  
INST. NO. 2005-0978074 O.R.

PORTION PARCEL 1  
PM NO. 34609  
PMB 224 / 45-49



PLAT PREPARED BY:

**adkan**  
**ENGINEERS**

Civil Engineering · Surveying · Planning  
6879 Airport Drive, Riverside, CA 92504  
Tel:(951) 688-0241 · Fax:(951) 688-0599

JOB NO. 8613

DATE: 12-8-2014

CLIENT: FORESTAR MANAGEMENT

APPROVED BY:

GORDON D. EDWARDS, PLS 6678

GRADING LICENSE AGREEMENT  
AREA. PLAT TO ACCOMPANY  
LEGAL DESCRIPTION

**Attachment D**  
**Form of Grant Deed**  
**Fee Property**



Recorded at request of and return to:

Riverside County Regional Park  
& Open-Space District  
Attn: General Manager  
4600 Crestmore Road  
Jurupa Valley, CA 92509-6858

**FREE RECORDING**

This instrument is for the benefit of the Riverside  
County Regional Park & Open-Space District and is  
entitled to be recorded without fee.(Govt. Code 6103)

APN: 290-670-007 and portions of  
290-670-006, 290-660-002  
and 290-660-003

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

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, STARFIELD SYCAMORE INVESTORS, LLC, a Delaware limited liability company, GRANTS to the RIVERSIDE COUNTY REGIONAL PARK and OPEN SPACE DISTRICT, a park and open-space district, the fee simple interest in real property in the County of Riverside, State of California, as described and depicted in Exhibits "A" and "B", attached hereto and made part hereof:

**SUBJECT TO:**

1. Non-delinquent general and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.

2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements whether or not of record or apparent that have been approved as permitted exceptions pursuant to Paragraph 7 of that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of \_\_\_\_\_, 2014.

3. Those covenants, conditions, and restrictions, Instrument No. 242353, recorded June 30, 1992, ("**1992 CC&Rs**") and that certain Grant of Easement, Instrument No. 242352, recorded June 30, 1992, ("**1992 Easement**") both of which are recorded in the official Records of Riverside County, California. Grantee has read, understands, and agrees to be bound by each and every term, condition and covenant described in the 1992 CC&Rs and 1992 Easement. The foregoing statement (i.e. the first two sentences of this paragraph 3) has been included herein solely to satisfy the condition contained in Section 20.2 of the 1992 CC&Rs. Section 20.2 of the 1992 CC&Rs generally provides that, upon any transfer of the property subject to the 1992 CC&Rs (i.e., the Land), if the foregoing statement is included in the appropriate document transferring such property (i.e. this Grant Deed), the 1992 CC&Rs shall cease to apply to

such property transferred except that Paragraphs 4, 5, 6, and 7 shall continue in full force and effect and applicable to the lot or portion of such property transferred. Consequently, by agreeing to the foregoing statement, Grantee is hereby agreeing to be bound by the terms, covenants, conditions, and restrictions contained in Paragraphs 4, 5, 6, and 7 of the 1992 CC&Rs. All other terms, covenants, conditions, and restrictions contained in the 1992 CC&Rs shall cease to apply to Grantee or the Land.

4. Those covenants, conditions, and restrictions, Instrument No. 451567, recorded November 12, 1993, ("**1993 CC&Rs**") and that certain Grant of Easement, Instrument No. 451566, recorded November 12, 1993, ("**1993 Easement**") both of which are recorded in the official Records of Riverside County, California. Grantee has read, understands, and agrees to be bound by each and every term, condition and covenant described in the 1993 CC&Rs and 1993 Easement. The foregoing statement (i.e. the first two sentences of this paragraph 4) has been included herein solely to satisfy the condition contained in Section 21.2 of the 1993 CC&Rs. Section 21.2 of the 1993 CC&Rs generally provides that, upon any transfer of the property subject to the 1993 CC&Rs the Land), if the foregoing statement is included in the appropriate document transferring such property (i.e. this Grant Deed), the 1993 CC&Rs shall cease to apply to such property transferred except that Paragraphs 4, 5, 6, and 7 shall continue in full force and effect and applicable to the lot or portion of such property transferred. Consequently, by agreeing to the foregoing statement, Grantee is hereby agreeing to be bound by the terms, covenants, conditions, and restrictions contained in Paragraphs 4, 5, 6, and 7 of the 1993 CC&Rs. All other terms, covenants, conditions, and restrictions contained in the 1993 CC&Rs shall cease to apply to Grantee or the Land.

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

GRANTOR:  
STARFIELD SYCAMORE INVESTORS, LLC

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

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

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Attached to Grant Deed in favor of Riverside County Regional Park and Open-Space District APN: 290-670-007 and portions of 290-670-006, 290-660-002 and 290-660-003

CERTIFICATE OF ACCEPTANCE  
RIVERSIDE COUNTY REGIONAL PARK and OPEN SPACE DISTRICT

This is to certify that the interest in real property conveyed by the Grant Deed dated May 12, 2015 from the STARFIELD SYCAMORE INVESTORS, LLC to the RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT (District), a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, is hereby accepted by order of the Board of Directors on the date below and the District, as Grantee, consents to the recordation thereof by its duly authorized officer.

Dated: MAY 12 2015

By: 

Chairman  
Board of Directors

**KEVIN JEFFRIES**

ATTEST:

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

Attached to Grant Deed in favor of Riverside County Regional Park and Open-Space District APN: 290-670-007 and portions of 290-670-006, 290-660-002 and 290-660-003

FORM APPROVED COUNTY COUNSEL  
BY:  4-30-15  
SYNTHIA M. GUNZEL DATE

**Attachment E**  
**FORM OF EASEMENT DEED**  
**Trail Easement**

Recorded at request of and return to:

Riverside County Regional Park  
& Open-Space District  
Attn: General Manager  
4600 Crestmore Road  
Jurupa Valley, CA 92509-6858

**FREE RECORDING**

This instrument is for the benefit of the Riverside  
County Regional Park & Open-Space District and is  
entitled to be recorded without fee.(Govt. Code 6103)

APN: Portions of 290-670-006 and 290-660-002

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

**EASEMENT DEED**

For a valuable consideration, receipt of which is hereby acknowledged, STARFIELD SYCAMORE INVESTORS, LLC, a Delaware limited liability company, Grantor, hereby grants to the RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT, a park and open-space district, Grantee, an easement interest for a public recreational trail purposes and purposes incidental thereto, including certain trail improvements constructed thereon by Grantor, in, on, over and across the real property located in the unincorporated area of Riverside County, State of California, described in Exhibit "A" and as depicted on Exhibit "B", attached hereto and made a part hereof.

It is the expressed intent of the parties that the doctrine of merger shall not apply to this grant of easement, and no merger will occur by reason of the fact that the same person or entity may own or hold, at any time, both the interest created by this Easement Deed and the fee estate.

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

GRANTOR:  
STARFIELD SYCAMORE INVESTORS, LLC

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

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

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Attached to Easement Deed in favor of Riverside County Regional Park and Open-Space District APN: Portions of 290-670-006 and 290-660-002

CERTIFICATE OF ACCEPTANCE  
RIVERSIDE COUNTY REGIONAL PARK and OPEN SPACE DISTRICT

This is to certify that the interest in real property conveyed by the Grant Deed dated May 12, 2015 from the STARFIELD SYCAMORE INVESTORS, LLC to the RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT (District), a park and open-space district is hereby accepted by order of the Board of Directors on the date below and the District, as Grantee, consents to the recordation thereof by its duly authorized officer.

Dated: MAY 12 2015

By:   
Chairman **KEVIN JEFFRIES**  
Board of Directors

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY

Attached to Easement Deed in favor of Riverside County Regional Park and Open-Space District APN: Portions of 290-670-006 and 290-660-002

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 4-30-15  
SYNTHIA M. GUNZEL DATE



**Attachment F**  
**FORM OF LICENSE AGREEMENT**  
**Temporary Grading Purposes**

## LICENSE AGREEMENT

This LICENSE AGREEMENT (“**License**”), is made and entered into as of May 12, 2015, between the Riverside County Regional Park and Open-Space District, a park and open-space district (“**Licensor**”), and Starfield Sycamore Investors, L.L.C., a Delaware limited liability company (“**SSI**”) referred to herein as (“**Licensee**”). Licensor and Licensee are sometimes collectively referred to as “**Parties**”.

### RECITALS

A. Licensor and SSI have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated May 12, 2015 (“**Agreement**”) whereby Licensor acquired that certain real property consisting of approximately 14.35 acres of land in an unincorporated area of Riverside County, State of California also identified with Assessor’s Parcel Number 290-670-007 and portions of Assessor’s Parcel Numbers 290-670-006, 290-660-002 and 290-670-007660-003 (“**Property**”), as depicted in Exhibit “1”, attached hereto and incorporated herein by reference.

B. As part of the Agreement, Licensor agreed to grant a License to the Licensee for the temporary purpose of grading activities associated with Licensee’s development of its adjacent property with certain entitlements granted by the County of Riverside, known as Tentative Tract Map 36317 within Specific Plan No 256 Amendment No. 2, more particularly legally described and depicted in Exhibit “2”, attached hereto and by this reference incorporated herein, provided that Licensee re-vegetates and/or establishes vegetation on the grading area.

C. Licensor is the owner of the Property and has the right to grant to Licensee permission to enter upon and use the Property.

D. Licensee desires to obtain Licensor’s permission to enter upon and use the Property for the temporary purpose of grading as described herein and Licensor desires to accommodate Licensee’s request for permission to enter upon Licensor’s Property for access to fill and finish mining noise berm slopes and complete landscaping of said slopes. The project or entry limits and scope of which are described and shown on Exhibit “3”, attached hereto and incorporated by reference, subject to the terms and conditions contained herein this License.

NOW, THEREFORE, Licensor and Licensee do hereby agree as follows:

### AGREEMENT

1. Right of Entry. Licensor hereby grants to Licensee and its agents, employees and contractors the right to enter onto the Property for the temporary purpose of grading and access to the areas permitted under this License provided Licensee re-vegetates and/or establishes vegetation on the grading area, more particularly described in Exhibit “2” and for no other purpose. Under no circumstances shall Licensee leave the grading area in a condition or state that would leave the area vulnerable to erosion or damage.

2. Term. The initial term of this License shall commence on the date Licensee provides advance written notice to Licensor (“**Effective Date**”). This License shall terminate

twelve (12) months from the Effective Date of this License. The term may be extended upon agreement of the Parties in writing. The Licensor shall have the right to terminate the License in the event that Licensee (a) fails to perform any of its duties or obligations hereunder and such failure continues for a period of thirty (30) days after written notice to Licensee, (b) conducts any activity within the Property not authorized by this License and Licensee fails to cure the same within thirty (30) days after written notice to Licensee, or (c) makes an assignment of the rights granted under this License without Licensor's prior written consent. Termination by the Licensor pursuant to foregoing sentence shall not relieve Licensee of its obligations under this License and Licensor may pursue any remedies available at law or in equity.

3. Consideration. The consideration for the initial term of this License was provided within the above referenced Agreement between the Parties. In the event that the Licensee desires to extend the term of this License, Licensee agrees to pay Licensor the fair market value at that time requested by Licensee for the License as consideration for the rights granted by this License for one extended term of six (6) months.

4. Notice of Entry. Prior to initial entry upon the Property for any of the purposes hereinabove set forth and to establish the Effective Date of the initial term of this License, Licensee shall notify the authorities in charge named below by written notice at least forty-eight (48) hours prior to commencement of entry. Licensee shall also notify in writing the authorities in charge at least forty-eight (48) hours prior to cessation of entry.

Name: Riverside County Regional Park & Open-Space District  
Attn: General Manager  
Address: 4600 Crestmore Road  
Jurupa Valley, CA 92509  
Phone: (951) 955-4310  
Fax: (951) 955-4305

5. Liens. Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', material man's contractors' or subcontractors' liens with the regard to Licensee's actions upon the Property. Licensee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Licensee, in, upon or about the Property, and which may be secured by a mechanic's, materialman's or other lien against the Property or Licensor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Licensee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Licensee shall forthwith pay and discharge said judgment. Licensee agrees to hold Licensor harmless and indemnify for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed against the Property.

6. Indemnification. Licensee shall indemnify and hold harmless the Riverside County Regional Park and Open-Space District, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, Board

of Supervisors, elected and appointed officials, employees, agents and representatives (“**Indemnified Parties**”) from any liability whatsoever, based or asserted upon any act or omission of Licensee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with Licensee’s use of the Property in connection with this License, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. Licensee shall defend, at its sole expense, all actual, out-of-pocket costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions; *provided, however*, that in no event shall Licensee have any obligation to indemnify, defend or hold harmless any of the Indemnified Parties (A) on account of claims that (1) result from a breach or default under the Agreement or this License (or the documents executed and delivered in connection with the consummation of the transactions contemplated thereby) by any of the Indemnified Parties, or (2) relate to the fraud, intentional misrepresentation, gross negligence or willful misconduct of any of the Indemnified Parties, or (B) for punitive, consequential or other special damages.

With respect to any action or claim subject to indemnification herein by Licensee, Licensee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Indemnified Parties; *provided, however*, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Licensee’s indemnification to Indemnified Parties as set forth herein. Licensee’s obligation hereunder shall be satisfied when Licensee has provided to Indemnified Parties the appropriate form of dismissal relieving Indemnified Parties from any liability for the action or claim involved. The specified insurance limits required in this License shall in no way limit or circumscribe Licensee’s obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

7. Insurance. As a condition to this License, without limiting or diminishing the Licensee’s obligation to indemnify or hold the Indemnified Parties harmless, Licensee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this License:

A. Workers’ Compensation. If the Licensee has employees as defined by the State of California, the Licensee shall maintain statutory Workers’ Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the Licensors, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Licensee’s performance of its obligations hereunder. Policy shall name the Licensors, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy’s limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general

aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability. If Licensee's vehicles or mobile equipment are used in the performance of the obligations under this License, then Licensee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this License or be no less than two (2) times the occurrence limit. Policy shall name the Licensor, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. General Insurance Provisions - All lines

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Licensor Risk Manager. If the Licensor's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The Licensee's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the Licensor's Risk Manager before the commencement of operations under this License. Upon notification of deductibles or self-insured retention's unacceptable to the Licensor, and at the election of the Licensor's Risk Manager, Licensee's carriers shall either; i) reduce or eliminate such deductibles or self-insured retention's as respects this License with the Licensor, or ii) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Licensee shall cause Licensee's insurance carrier(s) to furnish the Licensor with either i) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or ii) if requested to do so orally or in writing by the Licensor's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Licensor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this License shall terminate forthwith, unless the Licensor receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Licensee shall not commence entry until the Licensor has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the Licensor's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The Licensor's Reserved Rights--Insurance. If, during the term of this License or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the Licensor reserves the right to adjust the types of insurance required under this License and the monetary limits of liability for the insurance coverage's currently required herein, if; in the Licensor's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Licensee has become inadequate.

6) Licensee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this License.

8. Compliance with Laws. Licensee shall, in all activities undertaken pursuant to this License, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have conducted pursuant to this License.

9. Inspection. Licensor and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Licensee's compliance with the terms and conditions of this License.

10. Not Real Property Interest. It is expressly understood that this License is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property to Licensee. This License shall not, nor shall any real property interest in the Property be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntary or involuntary or by operation of law, nor shall Licensee let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof.

11. Subordination. This License is subordinate to all prior and future rights of Licensor in the Property and the use of the Property for the purposes in which it was acquired.

12. Protection and Restoration of the Property. Licensee shall protect the Property, including all improvements and the natural resources thereon, at all times at Licensee's sole cost and expense, and Licensee shall strictly adhere to the following restrictions:

A. Licensee may not place or dump garbage, trash or refuse anywhere upon or within the Property, except for self-contained trash receptacles that are maintained to Licensor's satisfaction by Licensee.

B. Licensee may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Property.

C. Licensee may not cut, prune or remove any native trees or brush upon the Property, except for the elimination of safety hazards without first obtaining written permission by the Licenser.

D. Licensee may not disturb, move or remove any rocks or boulders upon the Property except for the elimination of safety hazards without first obtaining written permission by the Licenser.

E. Licensee must exercise due diligence in the protection of the Property against damage or destruction by fire, vandalism or other cause.

F. Upon the termination or revocation of this License, but before its relinquishment to Licenser, Licensee shall, at its own cost and expense, remove any debris generated by its use and Property shall be left in a neat condition. Licensee agrees not to damage Property in the process of performing the permitted activities. Licensee shall restore any vegetation that existed on the Property prior to any permitted entry and activities by Licensee under this License.

13. Public safety. Licensee shall, or cause its contractors or subcontractors, to take any and all other necessary and reasonable steps to protect the public from harm due to the work.

14. Toxic Materials. During the term of the License and any extensions thereof, Licensee shall not violate any federal, state, or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the licensed Property, including, but not limited to, soil and groundwater conditions. Further, Licensee, its successors, assigns and sublicensees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Property or transport to or from the licensed Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "**Hazardous Substances**") in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those substances defined as Hazardous Wastes in Section 25117 of the California Health and Safety Code or as Hazardous Substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws; provided, however, that the term "Hazardous Substance" shall not include (x) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline which are stored, used, held, or disposed of in compliance with all applicable environmental laws, or (y) materials which are stored or used in the ordinary course of Licensee's use of the Property, and which are stored, used, held, or disposed of in compliance with all applicable environmental laws. .

15. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this License and

the attendant documents provided for herein, and this License and said additional documents are, accordingly, binding on said person or entity.

16. Assignment. This License shall not be assigned in whole or in part nor may any right hereunder granted to Licensee be granted in turn to any person without the written consent of the Licensor.

17. Choice of Law. This License will be governed and construed by the laws of the State of California.

18. Modification. This License shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

19. Licensor's Representative. Licensor hereby appoints the General Manager, or his designee, as its authorized representatives to administer this License.

20. Entire Agreement. This License is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and the Agreement and this License contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital. Any ambiguity in the License or any of its provisions shall not be interpreted against the Party drafting the License.

21. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this License shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

22. Severability. The invalidity of any provision in this License as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

23. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

24. Binding on Successors. Licensee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this License, and all the parties thereto shall be jointly and severally liable hereunder.

[Signature Provisions on Following Page]




IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date as indicated below.

Dated:     MAY 12 2015    

LICENSOR:  
Riverside County Regional Park and  
Open-Space District

LICENSEE:  
Starfield Sycamore Investors, L.L.C.,  
a Delaware limited liability company

By:   
Kevin Jeffries, Chairman  
Board of Directors

By: SOF-VI Sycamore Creek Holdings,  
L.L.C., a Delaware  
limited liability company

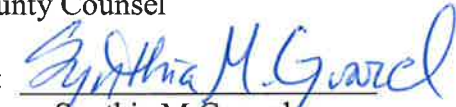
ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Name: Daniel P. Schwaegler  
Title: Senior Vice President

By:   
Deputy

(Seal)

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Synthia M Gunzel  
Deputy County Counsel

[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date as indicated below.

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

LICENSOR:  
Riverside County Regional Park and  
Open-Space District

By: \_\_\_\_\_  
Chairman  
Board of Directors

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

(Seal)

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Synthia M Gunzel  
Deputy County Counsel

LICENSEE:

Starfield Sycamore Investors, L.L.C.,  
a Delaware limited liability company

By: SOF-VI Sycamore Creek Holdings, L.L.C.,  
a Delaware limited liability company

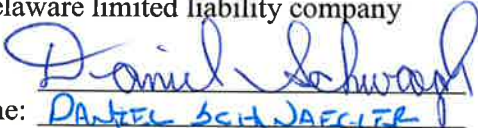
By:   
Name: DANIEL SCHWAEFELER  
Title: SENIOR VP

EXHIBIT 1

DEPICTION OF LICENSOR'S PROPERTY