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



3.9 (ID # 4164)

#### **MEETING DATE:**

Tuesday, June 6, 2017

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-078 Acceptance of Conveyances of Fee Simple Interest and Trail Easement Interest In Real Property, identified with Assessor's Parcel Number 290-660-024, Valley Area of Unincorporated Western Riverside County, from Riverside County Regional Park and Open Space District by Quitclaim Deeds; Approval of Transfer Agreement; CEQA Exempt; District 1; [\$8,500] General Fund Sub-Fund 11183 (Clerk to file Notice of Exemption)

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

- 1. Find that the acceptance of the conveyances of fee interests in real property are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
- 2. Adopt Resolution No. 2017-078 Acceptance of Conveyances of Fee Simple Interest and Trail Easement Interest In Real Property, identified with Assessor's Parcel Number 290-660-024, from Riverside County Regional Park and Open Space District:

**ACTION: Policy** 

MINUTES OF THE BOARD OF SUPERVISORS

5/15/2017

On motion of Supervisor Washington, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington and Perez

Navs:

None

Absent:

Ashley

Date:

June 6, 2017

XC:

EDA, COB

3.9

Kecia Harper-Ihem

Cletk of the Board

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

## **RECOMMENDED MOTION:** That the Board of Supervisors:

- 3. Approve the attached Transfer Agreement and authorize the Chairman of the Board to execute the same on behalf of the County
- 4. Authorize the Assistant County Executive Officer of the Economic Development Agency to execute the certificate of acceptance for each Quitclaim Deed for the aforementioned fee simple interests and trail easement interests in real property in favor of the County of Riverside;
- 5. Ratify and authorize a reimbursement to EDA/Real Estate Division in an amount not to exceed \$8,500 from General Fund Sub-Fund 11183.
- 6. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete the acceptance of real property; and
- 7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five working days of approval by the Board.

FINANCIAL DATA	100.0	t Fiscal ar:	Next Fisca Year:		Total	Cost:	Ongoing (	Cost :
COST	\$	8,500	\$	0	\$	8,500	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS:	100% G	eneral Fu	ınd Sub-Fund	111183	В	udget Adjus	tment: No	)
						or Fiscal Yea	ar: 2017	718

C.E.O. RECOMMENDATION: Approve

### **BACKGROUND:**

### **Summary**

The Riverside County Regional Park and Open-Space District (District) acquired the subject property identified by Assessor Parcel Number 290-660-024 (Trail Property). The Trail Property contains a trail easement thereon (Trail Easement), which is to be used in conjunction with the Deleo Sports Park and for the development of a portion of the Temescal Valley Regional Trail system. At the time of acquisition, the District was operating the Deleo Sports Park on behalf of the County of Riverside (County). The District has since relinquished operational control of the Deleo Sports Park back to the County Economic Development Agency (EDA).

On April 11, 2017 the Board of Directors for the District assembled and determined that the Trail Property along with the Trail Easement were no longer required for District use or purposes. Finding that the fee simple interest is no longer necessary for use by the District, the District now intends to transfer the Trail Property and the Trail Easement on the property located in the Temescal Valley Area of Unincorporated Western Riverside County to the County. The Trail

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

Property consists of approximately 14.35 acres of land adjacent to the Deleo Sports Park and more particularly described in Exhibit A attached to Resolution 2017-078. The District does not intend to cause a merger of estates when the conveyance of the fee interest and trail easement is consummated. It is the intention of the District to keep the trail easement separate from the fee interest despite the common ownership by the County.

As a companion to the Board of Directors for the District agenda item on May 2, 2017, the Directors authorize the conveyance of the aforementioned fee simple interests in real property to the County as permitted with California Public Resources Code Section 5540. To further consummate and memorialize the transfer of the Trail Property and Trail Easement; the District and County shall enter into a Transfer Agreement (Agreement). The Agreement provides that funding will be made available to the County by the District in the amount of \$25,000 for reimbursement of actual expenses incurred in the development and construction of a regional trail on the Property. Additionally, under the Agreement, the District is granted the right of first refusal for any desired disposition or alteration of intended use and purpose of the Property by the County. Such right to first refusal shall terminate on June 30, 2027.

Pursuant to the California Environmental Quality Act, the acceptance of the fee simple interests in real property from the District, was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption. The transaction merely involves the conveyance of real property, and real property interests in favor of the County and does not involve any specific development on any of the property.

Deeds conveying any interest in real property to a governmental agency, as grantee, shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed in accordance with California Government Code Section 27281. This action proposes the express acceptance of the aforementioned real property interests by the County in order for the Quitclaim Deeds to be recorded.

Resolution No 2017-078, Quitclaim Deeds and respective Certificate of Acceptances have been approved as to form by County Counsel

# Impact on Residents and Businesses

The conveyance of the Trail Property and Trail Easement to the County, will allow for effective utilization of the property and in conjunction with the existing Deleo Sports Park adjacent to the property. The Property and an eventual project will benefit both residents and businesses in this area of the County.

# SUPPLEMENTAL:

### Additional Fiscal Information

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

There is currently no funding source for this project; however, the Real Estate Division of the Economic Development Agency will seek to be reimbursed for any and all costs associated with this transaction, as forecasted and itemized below, through the General Fund Sub-Fund 11183.

Total Estimated Net Costs	\$ 8,500
CEQA Environmental Costs	\$ 500
County Counsel Costs	\$ 2,500
Real Estate Labor Costs	\$ 5,500

Attachments:

Exhibit A

Resolution No. 2017-078 with Exhibit A

Certificate of Acceptance for each Quitclaim Deed

Transfer Agreement Notice of Exemption

Aerial Image

RF:JVW:VC:VY:JR:ra 321FM 18.850 13550

Minute Traq ID #4164

5/30/2017 Gregory Priagios, Director County Counsel 5/16/2017

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## **Board of Supervisors**

County of Riverside

Resolution No. 2017-078,

Acceptance of Conveyances of Fee Simple Interest and Trail Easement Interest In Real Property, identified with Assessor's Parcel Number 290-660-024, Valley Area of Unincorporated Western Riverside County, from Riverside County Regional Park and Open Space District by Quitclaim Deeds.

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") is the owner of certain real property located in the Temescal Valley Area of Unincorporated Western Riverside County, State of California, consisting of approximately 14.35 acres of land adjacent to the Deleo Sports Park ("Property"), identified with Assessor's Parcel Number 290-660-024, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, the DISTRICT is owner of a certain trail easement ("Easement") on the Property, more particularly described in Exhibit "B", and attached hereto and by reference incorporated herein; and;

WHEREAS, in accordance with California Public Resources Code Section 5540, a district may grant or dispose of an interest in real property not actually dedicated for park and open-space purposes, within or without the district, necessary to the full exercise of its powers:

WHEREAS, the DISTRICT may convey to the County of Riverside, and real or personal property belonging to the DISTRICT; and

WHEREAS, it has been determined that the Property and Easement are not required for District use or purposes; and

WHEREAS, on May 9, 2017 Board of Directors for the Riverside County Regional Park and Open-Space District authorized the conveyance of the aforementioned fee simple interests in real property to the County as permitted with California Public Resources Code Section 5540;

WHEREAS, the District does not intend for the conveyance of both the Property and the Easement to the County of Riverside to cause or result in a merger of estates for the Property and the Easement shall remain separate despite common ownership by the County of Riverside once it has accepted such interests; and

WHEREAS, the County has reviewed and determined that the acceptance of the Properties as being categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301, and 15061(b)(3) because the proposed project is the acceptance of fee title in real property merely involving the transfer of title in real property, and real property interests for the continued use of existing improvements situated on the Properties, does not involve specific development or improvements occurring at this time and no significant impacts on the environment; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by a vote of the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on or after May 23, 2017, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence and information presented on the matter, as it relates to this acceptance of real property interests, this Board:

- 1. Has determined that the proposed acceptance project is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301, and 15061(b)(3) because the County is accepting the fee interest, and easement interests in the Property to continue the present use of the Property and it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment; and
- 2. Accepts the conveyance of the fee simple interests in real property, listed in Exhibit A, and authorize the Assistant County Executive Officer of the Economic Development Agency to execute the Certificate of Acceptance on behalf of

1	the County for attachment to the corresponding Quitclaim Deeds necessary for the
2	recordation thereof.
3	
	BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County
4	Executive Officer/EDA, or his designee, is authorized to execute any other documents
5	and administer all actions necessary to complete the acceptance of real properties.
6	BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board
7	of Supervisors is directed to file the Notice of Exemption with the County Clerk within
8	five working days of approval by the Board.
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12	ROLL CALL:
13	Ayes: Jeffries, Tavaglione, Washington and Perez
14	Nays: None Absent: Ashley
15	
16	The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date there is set forth.
17 18	KECIA HARPER-IHEM, Clerk of said Board  By  LUMBUR  By  LUMBUR  By  LUMBUR  Board
19	Deputy
20	
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27	JR:tg/032717/321FM/18.851 S:\Real Property\TYPING\Docs-18.500 to 18.999\18.851.doc
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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;



SHEET 2 OF 3

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;

# **EXHIBIT** A

SHEET 3 OF 3

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.

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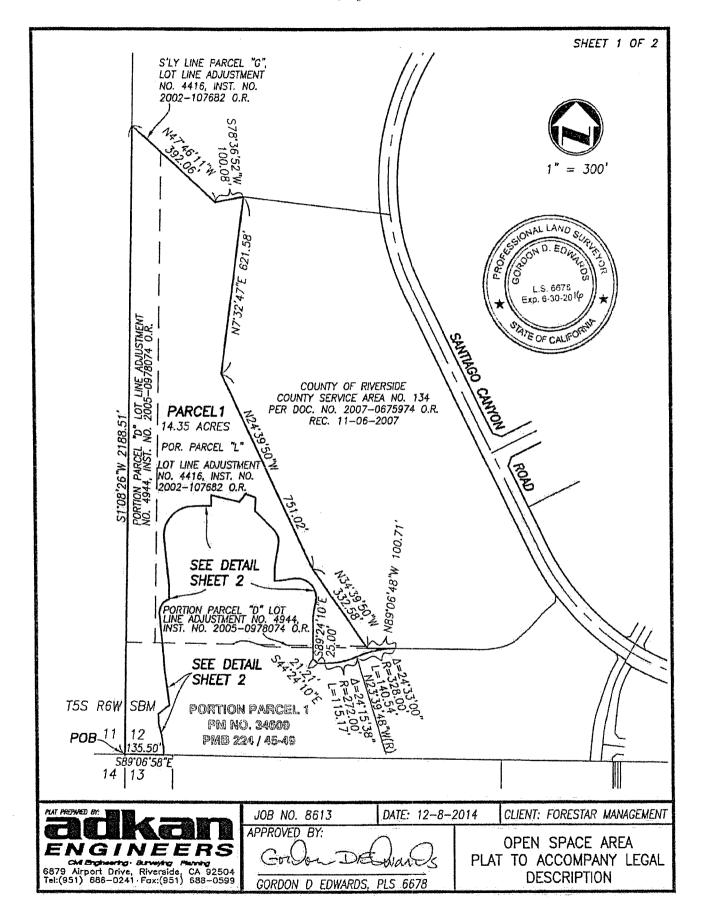
CONTAINING 14.35 ACRES, MORE OR LESS.

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

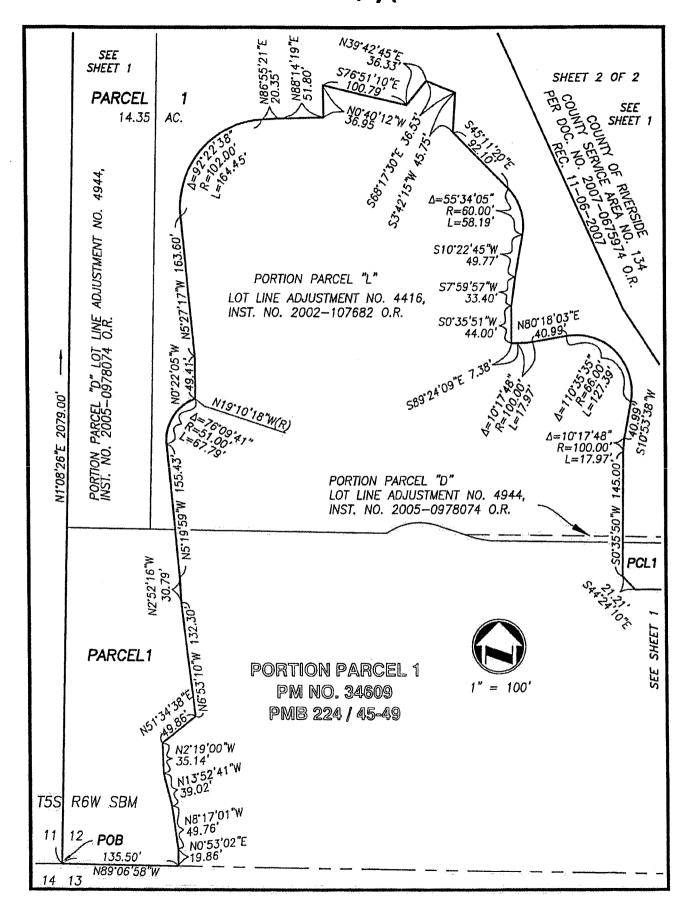
PREPARED BY ME OR UNDER MY DIRECTION

12-8-2014

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



# **EXHIBIT** A



# **EXHIBIT B**

SHEET 1 OF 2

#### SYCAMORE CREEK COMMUNITY TRAIL EASEMENT

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:



SHEET 2 OF 2

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:

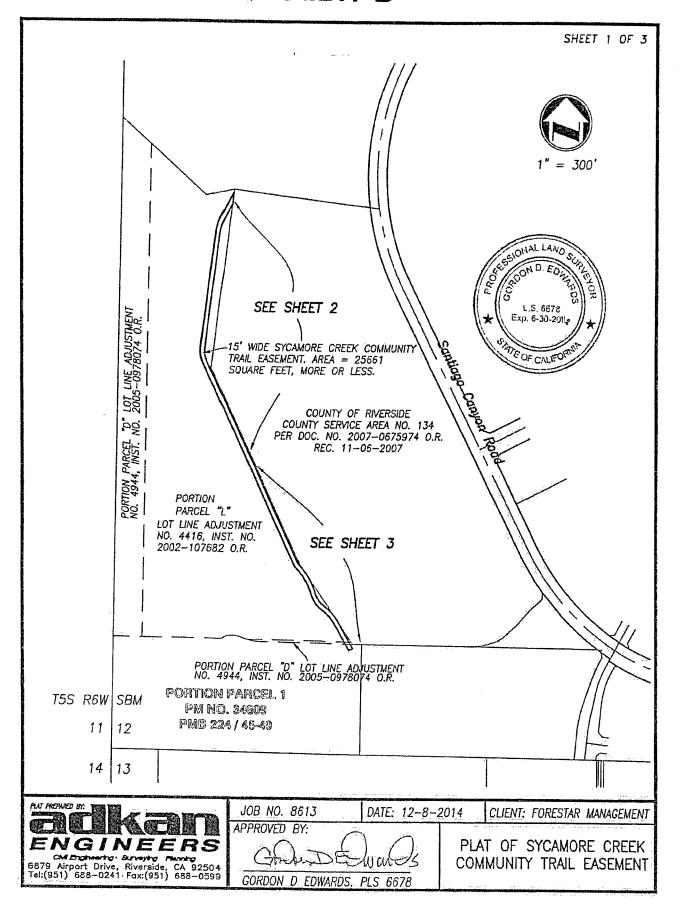
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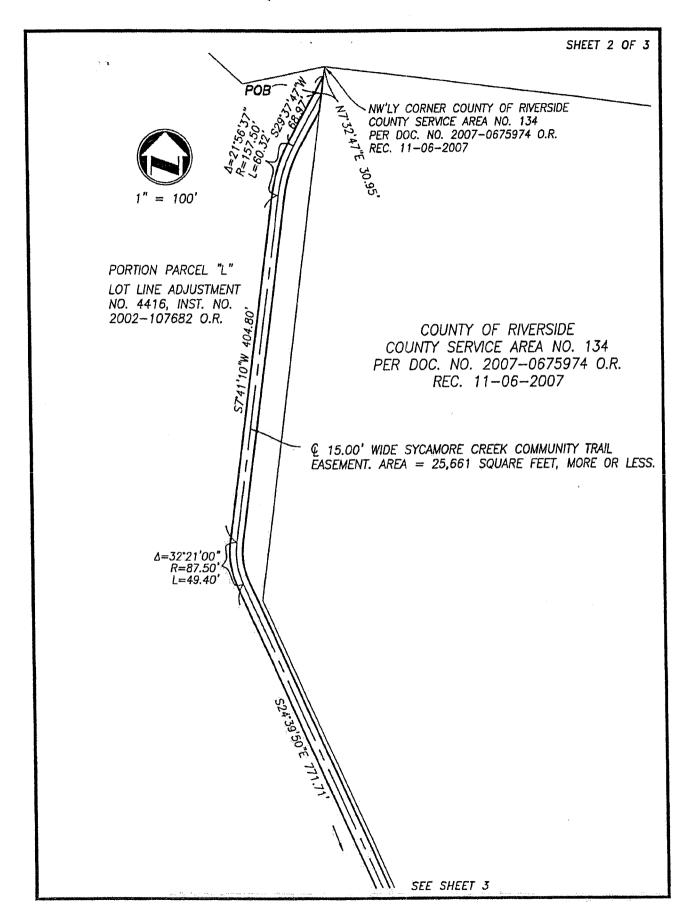
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# **EVHBIT B**





SHEET 3 OF 3 SEE SHEET 2 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. PORTION PARCEL "D" LOT LINE ADJUSTMENT NO. 4944, INST. NO. 2005-0978074 O.R. -PORTION PARCEL 1 PM NO. 34609 PMB 224 / 45-49



Original Nearth of Determinant of Clerks for posting of NATA	eclaration/Notice of routed to County on.
Date	Initial

#### NOTICE OF EXEMPTION

May 9, 2017

**Project Name:** County of Riverside, Acceptance of Conveyances of Property within the Temescal Valley Area of Unincorporated Western Riverside County, from Riverside County Regional Park and Open Space District; Approval of Transfer Agreement

Project Number: FM0417200321

**Project Location:** Adjacent to Deleo Regional Sports Park along Santiago Canyon Road, , Assessor's Parcel Number (APN) 290-066-024, Valley Area of Unincorporated Western Riverside County, California, 92883 (See attached exhibit)

**Description of Project:** The Riverside County Regional Park and Open-Space District (District) acquired the subject parcel identified by Assessor Parcel Number 290-660-024 (Trail Property), and a trail easement thereon (Trail Easement), to be used in conjunction with the Deleo Sports Park and for the development of a portion of the Temescal Valley Regional Trail system. The Deleo Sports Park is currently operated by the County Economic Development Agency (EDA) after previously being operated by the District. On April 11, 2017 the Board of Directors for the District, assembled and determined that the Trail Property along with the Trail Easement were no longer required for District use or purposes and intends to transfer the Trail Property and the Trail Easement on the property, located in the Temescal Valley Area of Unincorporated Western Riverside County, consisting of approximately 14.35 acres of vacant land adjacent to the Deleo Sports Park by Quitclaim Deeds to the County. The District intends to keep the trail easement separate from the fee interest despite that the County would own both upon approval of the transfer.

As a companion to the Board of Directors for the Riverside County Regional Park and Open-Space District agenda item on May 2, 2017, the Directors authorize the conveyance of the aforementioned fee simple interests in real property to the County as permitted with California Public Resources Code Section 5540. To further consummate and memorialize the transfer of the Trail Property, and Trail Easement; the District and County shall enter into a Transfer Agreement (Agreement). The Agreement provides that funding to the County by the District in the amount of \$25,000 for expenses incurred in the development and construction of a regional trail on the Property. Additionally, under the Agreement, the District is granted the right of first refusal for any desired disposition or alteration of intended use and purpose of the Property by the County. Such right to first refusal shall terminate on June 30, 2027. The transfer of the Trail Property and Trail Easement and Approval of the Agreement with the District is identified as the proposed project under the California Environmental Quality Act (CEQA). The transfer of the Trail Property and Trail Easement and approval of the Agreement, will not result in a change in land use. The property, once developed will be maintained as open space and a regional County trail. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency, Riverside County Regional Park and Open-Space District

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

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Administration Aviation Business Intelligence Cultural Services Community Services

Housing Housing Authority Information Technology Maintenance Marketing Economic Development Edward-Dean Museum Environmental Planning Fair & National Date Festival Foreign Trade Graffiti Abatement Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which would have a potentially significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the proposed project.

- Section 15301 Class 1 Existing Facilities Exemption: This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the transfer of the Trail Property and Trail Easement and approval of the Agreement. The use of the property by the County would be consistent with the current and planned land use, and would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) "Common Sense" Exemption: In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEOA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed transfer of the Trail Property and Trail Easement and approval of the Agreement will not result in any direct or indirect physical environmental impacts. The indirect effects of the transfer would likely result in the development of a regional trail through the open space area. The planned use of the property as a trail is identified in the Riverside County Sycamore Creek Specific Plan #256 and the effects of a trail were previously analyzed in the environmental impact report (Riverside County TLMA EIR #325) that was prepared for the specific plan. There is no new information or changes related to the development of the trail that would alter the previous environmental analysis or create conditions that would result in new impacts or an increase in severity of previously identified effects. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact, and the project is exempt from further CEOA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted,

Signed:

Mike Sullivan, Senior Environmental Planner

County of Riverside, Economic Development Agency

# RIVERSIDE COUNTY CLERK & RECORDER

# AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name: Deleo Trail Property Transfer, Valley Area of Unincorporated Western

Riverside County					
Accounting String:	528500-47220-7200400000- FM0417200321				
DATE:	May 9, 2017				
AGENCY:	Riverside County Economic Development Agency				
	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND FOR THE ACCOMPANYING DOCUMENT(S).				
NUMBER OF DOCU	JMENTS INCLUDED: One (1)				
AUTHORIZED BY:	Mike Sullivan, Senior Environmental Planner, Economic Development Agency				
Signature:	My AL				
PRESENTED BY:	Jose Ruiz, Real Property Agent, Economic Development Agency				
	-TO BE FILLED IN BY COUNTY CLERK-				
ACCEPTED BY:	<del>-</del>				
DATE:	_				
RECEIPT # (S)					



Date:

May 9, 2017

To:

Mary Ann Meyer, Office of the County Clerk

From:

Mike Sullivan, Senior Environmental Planner, Project Management Office

**Subject:** 

County of Riverside Economic Development Agency Project # FM0417200321

Deleo Trail Property Transfer, Valley Area of Unincorporated Western Riverside County

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

# After posting, please return the document to:

**Mail Stop #1330** 

Attention: Mike Sullivan, Senior Environmental Planner,

**Economic Development Agency,** 

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

# WHEN DOCUMENT IS PULLY EXECUTED RETURN CLERK'S COPY

st Riverside County Clerk of the Bourd, Stop 1010 Post Office Box 1747, Privezzide Cs 205024147

#### TRANSFER AGREEMENT Thank you.

# BY AND BETWEEN THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRCIT AND THE COUNTY OF RIVERSIDE

This TRANSFER AGREEMENT ("Agreement") is made and effective on \_\_\_\_\_\_\_\_\_\_ ("Effective Date") by and between The Riverside County Regional Park and Open-Space District, a Special District ("DISTRICT"), and The County of Riverside ("COUNTY"). DISTRICT and COUNTY may sometimes hereinafter collectively be referred to as the "Parties".

#### **RECITALS**

WHEREAS, the DISTRICT is the owner of certain real property located in the Temescal Valley Area of Unincorporated Western Riverside County, State of California, consisting of approximately 14.35 acres of land adjacent to the Deleo Sports Park ("Property"), identified by Assessor Parcel Number 290-660-024, more particularly described in <u>Attachment A</u>, attached hereto and by this reference incorporated herein; and

WHEREAS, the DISTRICT is owner of a certain trail easement ("Easement") on the Property, more particularly described in <u>Attachment B</u>, and attached hereto and by reference incorporated herein; and

WHEREAS, the DISTRICT is authorized to exercise its powers to hold, use, or dispose of real property, in particular pursuant to the California Public Resources Code Section 5540, whereby the DISTRICT may dispose of real property of every kind, not actually dedicated by resolution for park and open-space purposes, necessary to the full exercise of its powers; and

WHEREAS, the DISTRICT obtained the property to be utilized in conjunction with the Deleo Sports Park at such time that the DISTRICT was operating and maintaining the Deleo Sports Park whereby the original plans of the DISTRICT included the development of a portion of a regional trail on the Property; and

WHEREAS, operational control of the Deleo Sports Park has been reverted to the COUNTY under its Economic Development Agency; and

WHEREAS, the DISTRICT received a twenty-five thousand dollar (\$25,000) credit on the purchase of the property for the construction of the trail; and

WHEREAS, the COUNTY and DISTRICT desire to enter into this Agreement to provide the terms and conditions for the conveyance of the Property and the Easement; and

JUN 06 2017 3.9

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

#### **AGREEMENT**

- 1. **Transfer of the Property.** Within sixty (60) days of full execution of this Agreement, DISTRICT shall convey and transfer to COUNTY the fee title to the Property and the Easement substantially in the form Quitclaim Deeds, attached as <u>Attachment C</u> and by this reference incorporated herein, for the consideration described herein. The transfer of Property shall be consummated pursuant to the terms and conditions of this Agreement. The conveyance of the Property and the Easement shall not result in a merger of estates; for they shall remain separate despite the common ownership by the COUNTY once accepted.
- 2. **Valuation of the Property and Consideration**. The Parties agree that the value of the Property is One Hundred Sixty-One Thousand One Hundred Seventy-Four dollars (\$161,174) as was the amount paid by the DISTRICT in acquiring the property May 12, 2015. The Property is to be conveyed from the DISTRICT to the COUNTY for no cash consideration but for valuable consideration in the COUNTY'S accepting the interests in real property, including the management and maintenance of such interests.
- 3. Funds Available for Trail Construction. The DISTRICT will reimburse the COUNTY up to Twenty-Five Thousand dollars (\$25,000) for actual expenses incurred in the development and construction of a regional trail on the Property as allocated from the Western Trails DIF funds. Reimbursement will not be made until trail improvements are complete.
- 4. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within One Hundred Twenty days (120) following the full approval and execution of this Agreement ("Closing Date").
- 5. COUNTY's Obligations and Conditions Precedent to Close of this Transaction. For the benefit of the COUNTY, the close of this transaction shall be conditioned upon the timely performance by DISTRICT of all obligations required of DISTRICT by the terms of this Agreement.
- 6. **DISTRCIT's Obligations and Conditions Precedent to Close of this Transaction**. For the benefit of DISTRICT, the close of this transaction shall be conditioned upon the timely performance by COUNTY of all obligations required of COUNTY by the terms of this Agreement.
- 7. **Mutual Obligations.** The following terms and conditions are part of the consideration and material to the transfer of this Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations is complete.

- 8. **Right of First Refusal.** COUNTY shall not sell the property described on Attachments A and B, attached hereto (Property) except in accordance with the provisions of this Agreement. In the event that COUNTY desires to dispose of the Property, or desires to significantly alter the intended use and purpose of the Property, COUNTY shall notify the DISTRICT within thirty (30) days of the occurrence of any of the above described events and DISTRCIT shall have the first right on whether to acquire the Property back from the COUNTY or refuse such acquisition.
  - 8.1 The right of first refusal set forth in this section may not be assigned or transferred by DISTRICT except to the County of Riverside.
  - 8.2 This Right of First Refusal shall terminate on June 30, 2027.
- 9. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Deeds by the DISTRCIT to the COUNTY will occur within the times described herein Section 3 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.
- 10. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the DISTRICT:

If to the COUNTY:

Regional Park and Open-Space District General Manager 4600 Crestmore Rd. Jurupa Valley, CA 92509 951-955-4398

County of Riverside, EDA Assistant County Executive Officer / EDA 3403 10<sup>th</sup> Street Suite 400 Riverside, CA 92501 951-955-4820

- 11. **Conflict of Interest.** No member, official or employee of the DISTRICT or the COUNTY shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 12. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

- 13. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.
- 14. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 15. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.
- 16. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.
- 17. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.
- 18. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.
- 19. **Counterparts**. The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.
- 20. **Survival**. The rights and obligations created in this Agreement shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.

[Signature Provisions on Following Page]

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

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

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

Synthia M. Gunzel

Supervising Deputy County Counsel

APPROVED AS TO FORM: Gregory P. Priamos County Counsel

By: \_\_\_\_\_ Marsha Victor Chief Deputy County Counsel 21. This Agreement will be null and void if not duly approved and executed by both Parties.

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

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT	COUNTY OF RIVERSIDE
By: Chairman, Board of Directors	By:  John F. Tavaglione  Chairman, Board of Supervisors
ATTEST: CLERK OF THE BOARD Kecia Harper-Ihem	ATTEST: CLERK OF THE BOARD Kecia Harper-Ihem
By: Deputy	By: Deputy

APPROVED AS TO FORM: GREGORY P. PRIAMOS COUNTY COUNSEL

Synthia M. Gunzel

**Supervising Deputy County Counsel** 

APPROVED AS TO FORM: GREGORY P. PRIAMOS COUNTY COUNSEL

Marsha Victor

(Chief Deputy County Counsel

## 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

## EXHIBIT "A"

#### 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.

L.S. 6678 Exp. 6-30-2016

FOF CALIFORN

CONTAINING 14.35 ACRES, MORE OR LESS.

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

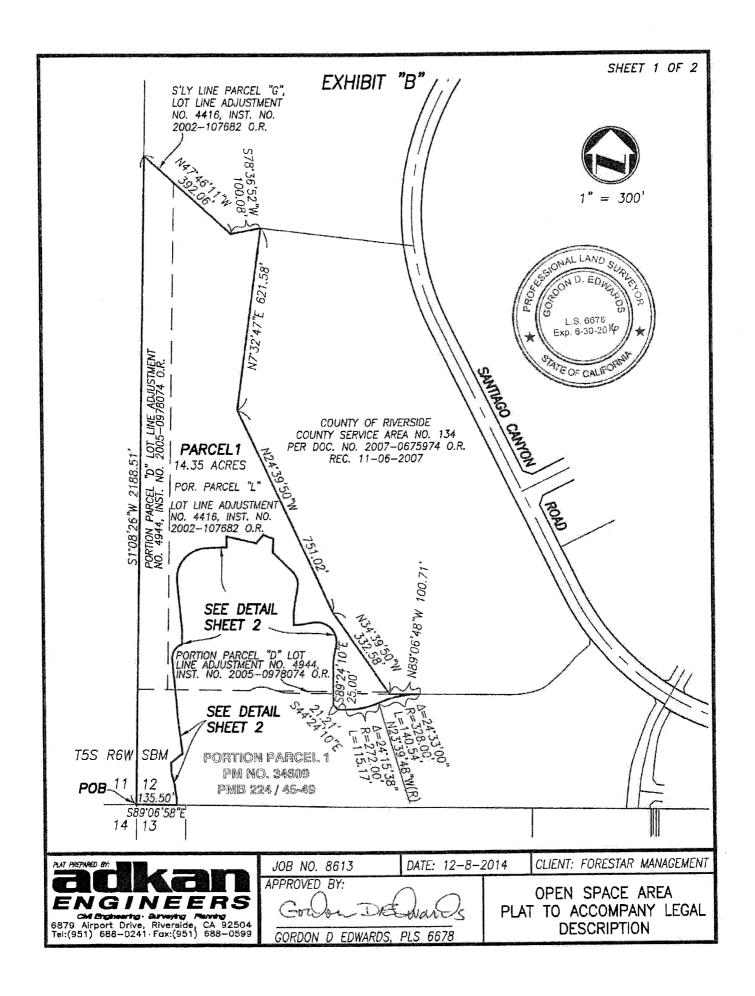
PREPARED BY ME OR UNDER MY DIRECTION

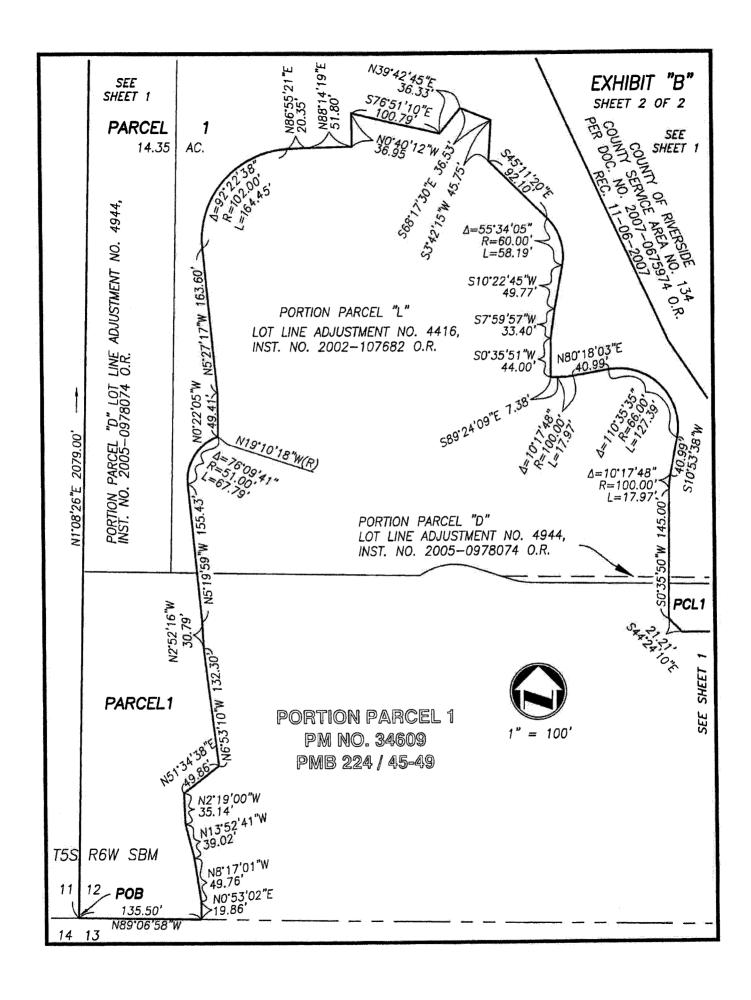
Jan DE Wart

12-8-2014

GORDON D EDWARDS, PLS 6678

EXPIRATION 6-30-2016





## 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

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.

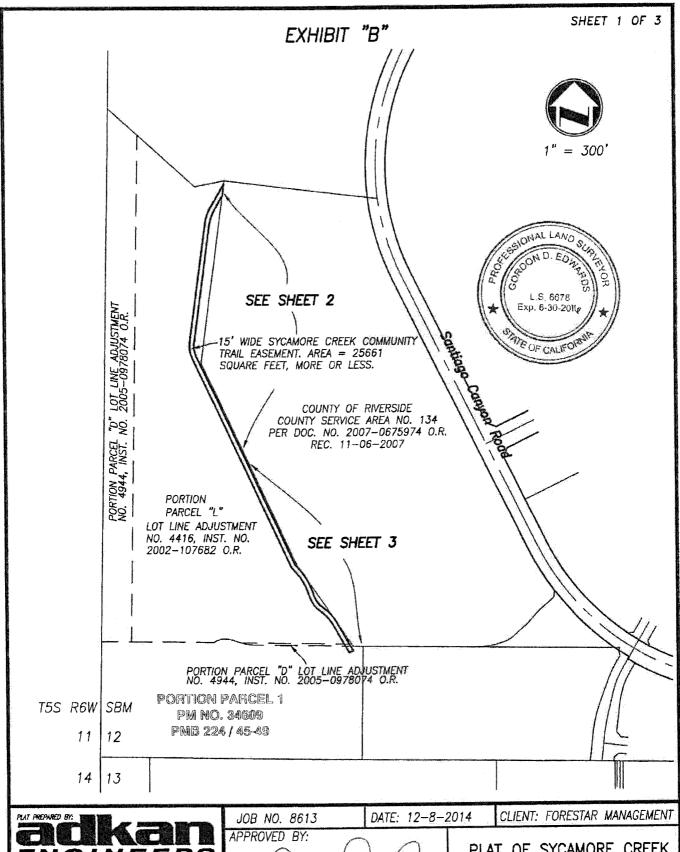
CONTAINING 25,661 SQUARE FEET, MORE OR LESS.

PREPARED BY ME OR UNDER MY SUPERVISION:

GORDON D EDWARDS, PLS 6678

EXPIRATION 6-30-2016



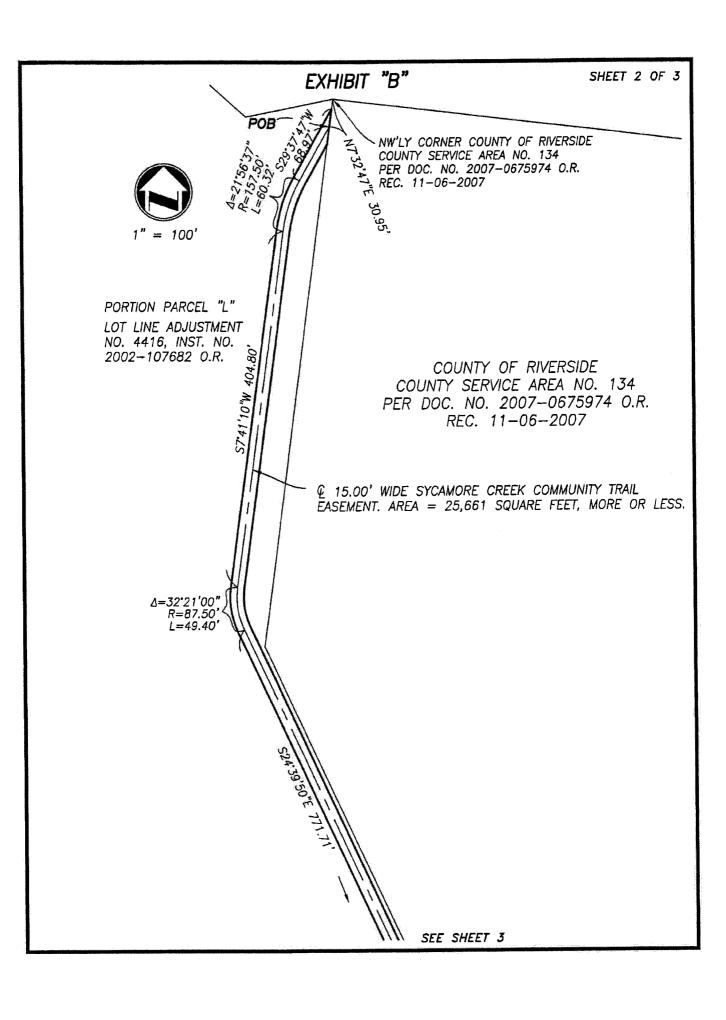




CM Proposity: Surveying Flerning 6879 Airport Drive, Riverside, CA 92504 Tel:(951) 688-0241 Fax:(951) 688-0599

GORDON D EDWARDS, PLS 6678

PLAT OF SYCAMORE CREEK COMMUNITY TRAIL EASEMENT



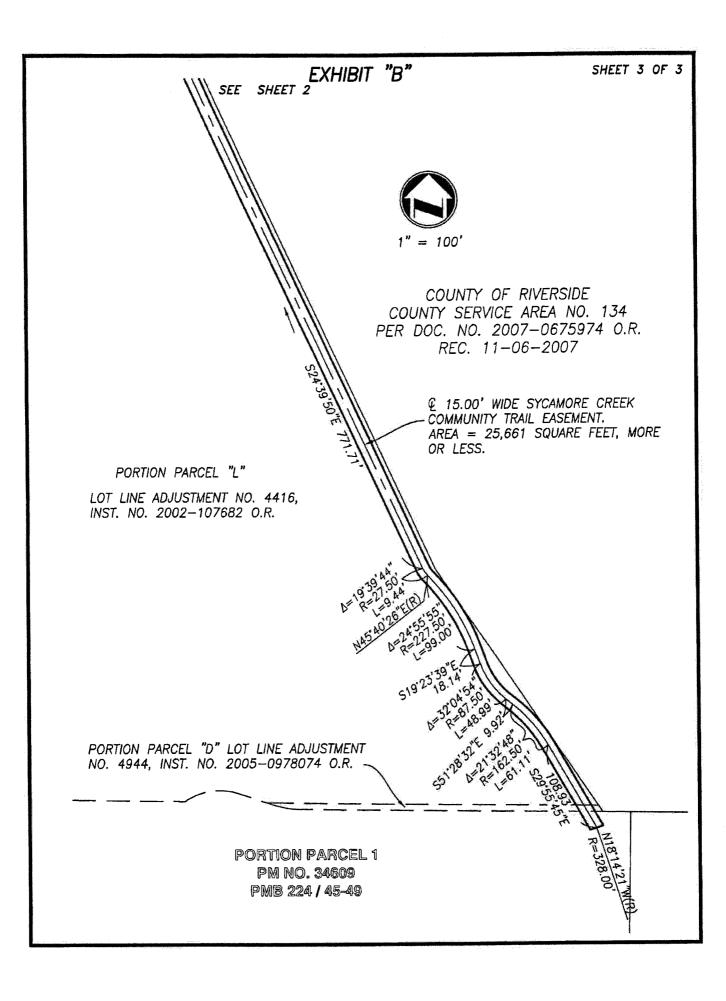


EXHIBIT CExhibit A - Original Grant Deed

# Recording Requested By: First American Title Company National Homebuilder Services Subdivision Department

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 DOC # 2015-0349324

08/06/2015 10:22 AM Fees: \$0.00

Page 1 of 11 Recorded in Official Records

County of Riverside Peter Aldana

Assessor-County Clerk-Recorder

\*\*This document was electronically submitted to the County of Riverside for recording\*\*
Receipted by: CARAGON

### 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)

4472783

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)

TRA 059-126

#### **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 May 12, 2015.
- 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.

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:  $\frac{7/23/15}{}$  GRANTOR:

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

Name: Daniel S. Schwaegler
Title: Semon Vice-President

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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 Drange )			
Date	KUVA DAVINDOYT, NOTANY PUBLIC.  Here Insert Name and Title of the Officer		
personally appeared Daniel S. Schi	waegler		
	Name(s) of Signer(s)		
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(les), 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.		
COMM. # 2036979  HOTARY PUBLIC • CALIFORNIA D  LOS ANGELES COUNTY D	Signature Signature of Notary Public		
Place Notary Seal Above	TIONAL		
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.			
<b>Description of Attached Document</b>			
Title or Type of Document: Grant Deed	Document Date:		
Number of Pages: Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:  ☐ Corporate Officer — Title(s):	Signer's Name:		
☐ Corporate Officer — Title(s):	Corporate Officer — Title(s):		
☐ Individual ☐ Attorney in Fact	<ul> <li>□ Partner — □ Limited □ General</li> <li>□ Individual □ Attorney in Fact</li> </ul>		
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator		
☐ Other:	☐ Other:		
Signer Is Representing:	Signer Is Representing:		



### 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

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;

SHEET 2 OF 3

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;

SHEET 3 OF 3

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.

SONAL LAND SURVEY

L.S 6678 Exp. 6-30-20 6

OF CALIFORNIA

CONTAINING 14.35 ACRES, MORE OR LESS.

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

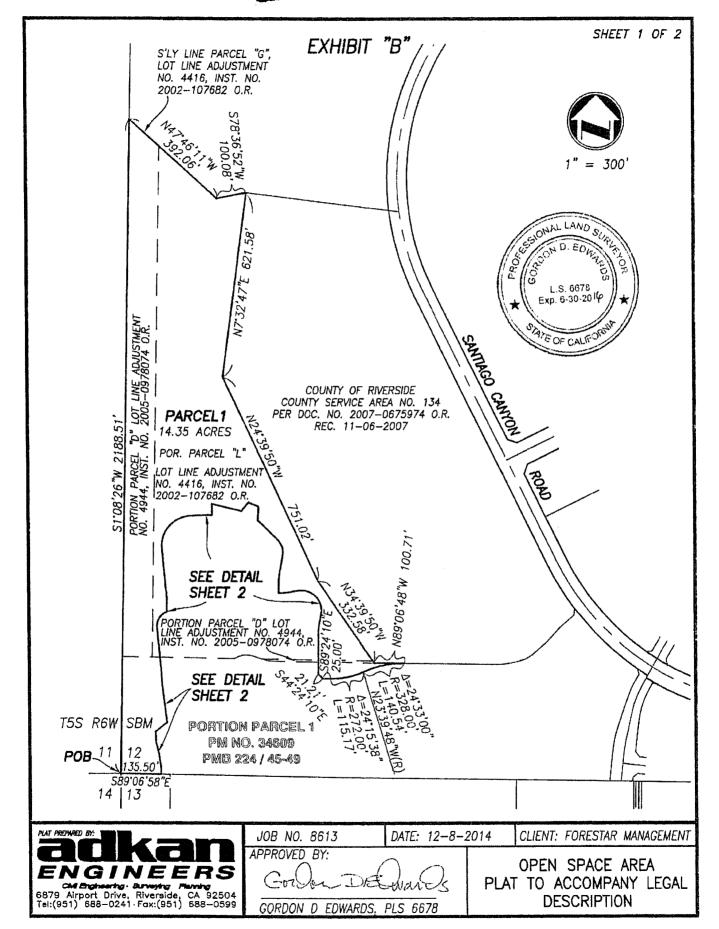
PREPARED BY ME OR UNDER MY DIRECTION

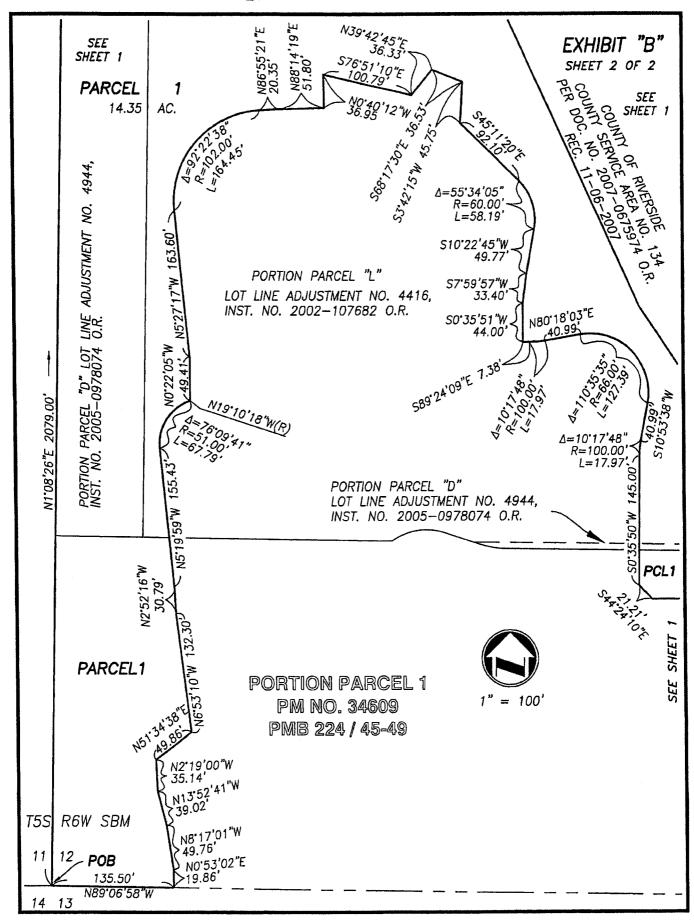
Jan DE Ward

12-8-2014

GORDON D EDWARDS, PLS 6678

EXPIRATION 6-30-2016







Recorded at request of and return to: Economic Development Agency Real Estate Division 3403 Tenth Street, Suite 400 Riverside, CA, 92501

FREE RECORDING

This instrument is for the benefit of the County of Riverside, and is entitled to be recorded without fee.

(Govt. Code 6103)

APN: 290-660-024

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

### **QUITCLAIM EASEMENT**

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, Riverside County Regional Park and Open-Space District, a park and open-space district (hereinafter referred to as "Grantor"), hereby remises, releases and forever quitclaims to, COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter referred to as "Grantee"), its successors and assigns, all Grantor's right, title and interest as conveyed in the Easement Deed document recorded on August 6, 2015, as Document No. 2015-0349325, Official Records of Riverside County, attached hereto as <u>EXHIBIT A</u>, recorded in the Official Records of Riverside County, in and to that certain real property situated in the County of Riverside, State of California, more fully described and fully depicted in <u>ATTACHMENT B</u> attached hereto and incorporated herein ("Easement"). To have and to hold all and singular the above-described Easement together with the appurtenances belonging to such Easement, to Grantee forever.

	GRANTOR:
Dated:	Riverside County Regional Park and Open-Space District, a park and open-space district
	Ву:
	Its:

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	
	, notary public, personally, who proved to me on the basis of satisfactory
	ubscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/t	their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the en	tity upon behalf of which the person(s) acted, executed
the instrument.	
I certify under PENALTY OF PERJURY und	der the laws of the State of California that the foregoing
paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature o	f Notary Public

ATTACHED TO:

QUITCLAIM EASEMENT

APN: 260-660-024



### CERTIFICATE OF ACCEPTANCE OF QUITCLAIM EASEMENT

[APN 260-660-024] Pursuant to Government Code Section 27281

This is to cer			property conveyed by Quitclaim Easement dated County Regional Park and Open-Space District, a park
	e district, to the	COUNTY O	F RIVERSIDE, a political subdivision of the State of
			ersigned officer or agent on behalf of the Board of
of the Board of	of Supervisors a	dopted on A	suant to authority conferred by Resolution No. 99-099 April 20, 1999, and the COUNTY OF RIVERSIDE uthorized officer.
consents to rec	ordanon mereor	by his dury at	uthorized officer.
Dated this	day of	,	, 20
		Ву	
			Robert Field
			Assistant County Executive Officer/EDA



## EXHIBIT A TO QUITCLAIM EASEMENT

Easement Deed APN: 260-660-024

[attached behind this page]

Recording Requested By: First American Title Company National Homebuilder Services **Subdivision Decortment** 

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

DOC # 2015-0349325

08/06/2015 10:22 AM Fees: \$0.00

Page 1 of 11 Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Recorder

\*\*This document was electronically submitted to the County of Riverside for recording\*\* Receipted by: CARAGON

### 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)

(2a) ROT 27383 4694527

APN: Portions of 290-670-006

and 290-660-002

(Space above

this line reserved for Recorder's use)

TT3A 059-126

### 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: 7/23/15

**GRANTOR:** 

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

Name: Daniel S

Title: Senior Vice President



### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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 <u>Orange</u> )				
On July 23rd 2015 before me Cal	King Dayanakt Natary Dublic.			
On July 23rd, 2015 before me, Sal	Here Insert Name and Title of the Officer			
personally appeared <u>Daniel S. Schu</u>	Ma olac			
personally appeared	Name(s) of Signer(s)			
subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his or the entity upon behalf of which the person(s) ac	·			
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
SAKURA DAVENPORT	WITNESS my hand and official seal.			
NOTARY PUBLIC - CALIFORNIA PLOS ANGELES COUNTY My Commission Expires September 3, 2017	Signature RANNA OUNT PONT			
	Signature of Notary Public			
Place Notary Seal Above	TIONAL —			
Though this section is optional, completing this	information can deter alteration of the document or sometimes form to an unintended document.			
<b>Description of Attached Document</b>				
	Document Date:			
Number of Pages: Signer(s) Other Tha	n Named Above:			
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:			
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):			
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General			
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator			
☐ Other:	☐ Other:			
Signer Is Representing:	Signer Is Representing:			



### ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: SAKURA DAVENPORT

Date Commission Expires: September 3, 2017

Notary Commission No: 2035979

**County Where Bond Filed: Los Angeles** 

Manufacturer/Vendor Identification No: MMI1

Place of Execution of the Declaration: Corona, CA

Date: 7-3|-15

First American Title Company



## 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 MULLION 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 1 2 2015

Chairman KEVIN JEFFRIES

**Board of Directors** 

ATTEST:

KECIA HARPER-IHEM, Clerk

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

BY: MINING M. GUNZEL DATE



### 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"



SHEET 1 OF 2

### SYCAMORE CREEK COMMUNITY TRAIL EASEMENT

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;



SHEET 2 OF 2

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:

GORDON D EDWARDS, PLS 6678 EXPIRATION 6-30-2016 CONAL LAND SURPLY OF CALFORNIA LAND SURPLY OF CALFORNIA DE CONAL LAND SURPLY OF CALFORNIA DE CONAL DE

