

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



ITEM
3.17
(ID # 7192)

MEETING DATE:

Tuesday, June 12, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution No. 2018-116 Authorization to Exchange Real Property in the City of Lake Elsinore, County of Riverside, State of California; Approval to Rescind Previous Approvals and Terminate the Temporary Operations and Permanent Maintenance Easement Agreement; District 1, [\$0] (4/5th Vote) CEQA Finding of Exemption; (EDA to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections Section 15270, projects which are disapproved; Section 15308 - Class 8, exempts actions taken by regulatory agencies, including counties, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment; Section 15301 - Class 1 exempts existing facilities; Section 15325 - Class 25, exempts transfers of ownership of interests in land in order to preserve open space or habitat, including transfer of areas to preserve the existing natural conditions, including plant or animal habitats; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;;

Continued on page 2

ACTION: Policy, 4/5 Vote Required

Robert Field, Assistant County Executive Officer/ECD 5/31/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 12, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2018-116, Authorization to Exchange Real Property in the City of Lake Elsinore, Riverside County, California, approval to rescind previous approvals and terminate the Temporary Operations And Permanent Maintenance Easement Agreement involving the conveyance of approximately 40 acres of vacant land, portions of Assessor's Parcel Numbers 389-080-060, 390-130-046, 390-130-047, 390-200-015, 390-200-017, 390-200-018, 390-210-024 and 390-130-048 (formerly known as Assessor's Parcel Numbers 389-080-054, 390-200-009, 390-200-017, 390-200-018, and 390-210-022) via grant deeds, in exchange for the conveyance of certain real property with Assessor's Parcel Numbers 390-200-013 and 390-130-037 (formerly known as Assessor's Parcel Numbers 390-200-010 and 390-130-028) of approximately 40 acres of vacant land, via grant deeds;
3. Approve the attached Real Estate Exchange Agreement and Escrow Instructions between the County of Riverside and Castle & Cooke Commercial-CA, Inc. and authorize the Chairman of the Board to execute the same on behalf of the County;
4. Authorize the Chairman of the Board of Supervisors to execute the Quitclaim Deed to extinguish the ambrosia and access easements, the Grant Deed and Certificate of Acceptance on behalf of the County to complete the exchange of real properties and the Termination of Temporary Operations And Permanent Maintenance Easement Agreement to terminate the TOPME Agreement;
5. Authorize the Assistant County Executive Officer, Economic and Community Development (ECD), or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and
6. Direct the Economic Development Agency staff to file the attached Notice of Exemption with the County Clerk for posting within five working days of Board approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2017/18	

C.E.O. RECOMMENDATION: Approve

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BACKGROUND:

Summary

Pursuant to Government Code Section 25365, a county may exchange real property or any interest therein, belonging to the county with any person, if the property or interest therein to be conveyed is not required for county use and the property to be acquired is needed for county use. This exchange may be upon the terms and conditions as are agreed upon between the parties. The value of the private real property exchanged shall be equal to, or greater than 75% of the value of the county property offered in the exchange.

When the County of Riverside (County) acquired the vacant land, consisting of approximately 548 acres, located in the City of Lake Elsinore, County of Riverside, State of California, the County entered into a Temporary Operations and Permanent Maintenance Easement Agreement (TOPME Agreement), dated December 30, 2004, with T.T. Group, a California corporation. Pursuant to the terms of the TOPME Agreement, the County was obligated to maintain a sloped area upon the completion of certain work. Subsequently, Castle & Cooke Lake Elsinore West acquired from T.T. Group the real property located adjacent to the County owned real property subject to the TOPME Agreement.

On January 13, 2015, M.O. 3-17, the Board of Supervisors (Board) adopted Resolution No. 2015-030 to provide its notice of intention to exchange approximately 48 acres of land with the adjacent property owner, Castle & Cooke. After further evaluation, the parties have decreased the total number of acres to be exchanged. On February 9, 2016, M.O. 3-37, the Board adopted Resolution No. 2016-074, to amend Resolution No. 2015-030, to provide the revised exchange configuration and information on the decreased acreage.

On April 5, 2016, M.O. 3-1, the Board adopted Resolution No. 2016-102, Making Responsibility Agency Findings Pursuant to the California Environmental Quality Act and Issuing Certain Limited Approvals, adopted Resolution No. 2016-103, Authorization to Exchange Real Property located in the City of Lake Elsinore, approved the Real Estate Exchange Agreement and Escrow Instructions by and between Castle & Cooke Lake Elsinore West, Inc. and the County of Riverside and the Amended and Restated Temporary Operations and Permanent Maintenance Easement Agreement by and between Castle & Cooke Lake Elsinore West, Inc. and the County of Riverside.

As part of the April 5, 2016 approvals, the County of Riverside conveyed the fee simple interests in real property subject to an easement reservation (labeled as the ambrosia and access easement) over a portion of the land with Assessor's Parcel Number (APN) 390-130-046 (formerly known as a portion of 390-130-029) located in the City of Lake Elsinore, County of Riverside, Assessor's Parcel Numbers 389-080-060, 390-130-046, 390-130-047, 390-200-015, 390-200-017, 390-200-018, 390-210-024 and 390-130-048 (formerly known as portions of Assessor's Parcel Numbers 390-130-029, 390-210-022, 390-200-009, 390-200-011, and 389-080-054) (County Property), in exchange for the fee simple interest in real property for vacant land located adjacent to the County Property, Assessor's Parcel Numbers 390-200-013 and 390-130-037

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(formerly known as portions of Assessor's Parcel Numbers 390-200-010, 390-160-006, and 390-130-028, as shown on the attached Map A, by grant deeds.

Now, Castle & Cooke Commercial-CA, Inc. (C&C) has requested that the County rescind its April 5, 2016 approvals and to exchange the real properties back to each other and to terminate the (Original and Amended and Restated) Temporary Operations and Permanent Maintenance Easement Agreement (TOPME) whereby the County and C&C will no longer be obligated to each other or for any of the obligations in the TOPME. This exchange back of real property interests will extinguish the easement reservation over the land with APN 390-130-046 labeled as the ambrosia and access easement and no translocation of the ambrosia plant will be done. C&C shall be responsible for costs and fees of this proposed action, including the costs of clearing title for property to be conveyed to the County. The parties intend to enter into an exchange agreement to provide the terms and conditions for the exchange of the above described real property.

On April 10, 2018, M.O. 3-11, the Board adopted Resolution No. 2018-071, Notice of Intention to Exchange Real Property in the City of Lake Elsinore, County of Riverside, State of California; Notice of Intention to Rescind Previous Approvals and Terminate the Amended and Restated Temporary Operations and Permanent Maintenance Easement Agreement.

Staff recommends adoption of Resolution No. 2018-116, Authorization to Exchange Real Property in the City of Lake Elsinore, County of Riverside, State of California; Approval to Rescind Previous Approvals and Terminate the Temporary Operations and Permanent Maintenance Easement Agreement.

The exchange of the real property and termination of the TOPME Agreement and will result in a significant cost savings and relieve the County of the obligations under the TOPME Agreement.

In addition, the County intends to convey these properties to the Western Riverside Regional Conservation Authority at a subsequent time to complete the transfer of these properties that was originally purchased for the Multiple Species Habitat Conservation Plan.

Impact on Citizens and Businesses

There is no impact on citizens and businesses. This is a notice of intention of a proposed real estate exchange between the County and Castle & Cooke.

SUPPLEMENTAL:

Additional Fiscal Information

The other party to this proposed exchange of real property would pay for the costs associated with this real estate exchange.

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Contract History and Price Reasonableness

N/A

Attachments:

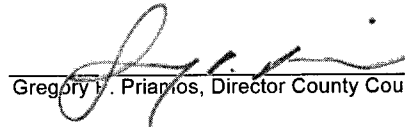
- Resolution No. 2018-116
- Real Estate Exchange Agreement and Escrow Instructions
- Quitclaim Deed
- Termination of Temporary Operations and Permanent Maintenance Easement Agreement
- Grant Deeds
- Map A

RF:HM:VY:CAO:ra 19.877 13859

MinuteTrak 7192


Rahini Dasika, Principal Management Analyst

6/4/2018


Gregory V. Priamos, Director County Counsel

5/31/2018

2 RESOLUTION NO. 2018-116

3 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
4 AUTHORIZATION TO EXCHANGE REAL PROPERTY LOCATED IN THE CITY OF LAKE
5 ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; APPROVAL TO RESCIND
6 PREVIOUS APPROVALS AND TERMINATE THE TEMPORARY OPERATIONS AND
7 PERMANENT MAINTENANCE EASEMENT AGREEMENT

8
9 **WHEREAS**, the County desired to acquire certain real property for conservation purposes
10 and to preserve a wildlife corridor in the northern part of the City of Lake Elsinore; and

11 **WHEREAS**, on January 13, 2015, the Board of Supervisors of the County of Riverside
12 (“Board”) adopted Resolution No. 2015-030 Notice of Intention to Exchange Real Property located in the
13 City of Lake Elsinore, County of Riverside, State of California for a proposed exchange of approximately
14 40 acres of vacant land; and

15 **WHEREAS**, on April 5, 2016, Minute Order No. 3-1, the County approved certain actions
16 whereby the County exchanged an approximate 40 acre portion of land that was not required for county
17 use to Castle & Cooke Commercial-CA, Inc. with an easement reservation over a portion of the parcel
18 with Assessor’s Parcel Number 390-130-046 (formerly known as a portion of Assessor’s Parcel Number
19 390-130-029) for an approximate 40 acre portion of certain real property, identified with Assessor’s
20 Parcel Number 390-200-013 and 390-130-037 (formerly known as Assessor’s Parcel Numbers 390-200-
21 010, 390-160-006 and 390-130-028) owned by Castle & Cooke Commercial-CA, Inc. (“C&C”) and
22 approved that certain Amended and Restated Temporary Operations and Permanent Maintenance
23 Easement Agreement (“TOPME Agreement”) between the County and C&C (“2016 Approvals”); and

24 **WHEREAS**, the County is the owner of certain real property located southerly of
25 Interstate 15, easterly of Lake Street and northerly of Nichols Road in the City of Lake Elsinore, County
26 of Riverside, State of California, identified with Assessor’s Parcel Numbers 390-200-013 and 390-130-
27 037, consisting of approximately 40 acres of unimproved vacant land (“County Property”); and

28 **WHEREAS**, C&C is the owner of certain real property located southerly of Interstate 15,

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-5-18
DATE
SYNTHIA M. GUNZEL

1 easterly of Lake Street and northerly of Nichols Road in the City of Lake Elsinore, County of Riverside,
2 State of California, identified with Assessor's Parcel Numbers 389-080-060, 390-130-046, 390-130-047,
3 390-200-015, 390-200-017, 390-200-018, 390-210-024, and 390-130-048, consisting of approximately 40
4 acres of unimproved vacant land ("C&C Property"); and

5 **WHEREAS**, C&C has requested of the County to rescind its 2016 Approvals, to exchange
6 the fee simple interests in real property described herein back to each other and to terminate the Original
7 and the Amended and Restated Temporary Operations and Permanent Maintenance Easement Agreement;
8 and

9 **WHEREAS**, the County is willing to rescind the 2016 Approvals and the Parties desire to
10 exchange fee interests in real property back to one another, with values of the exchanged portions of land
11 being approximately the same, extinguish the ambrosia and access easements and to terminate the
12 TOPME Agreement; and

13 **WHEREAS**, the County has reviewed and determined that the exchange of property as
14 being categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State
15 CEQA Guidelines Section 15270, projects which are disapproved; Section 15308 - Class 8, exempts
16 actions taken by regulatory agencies, including counties, to assure the maintenance, restoration,
17 enhancement, or protection of the environment where the regulatory process involves procedures for
18 protection of the environment; Section 15301 - Class 1 exempts existing facilities; Section 15325 - Class
19 25, exempts transfers of ownership of interests in land in order to preserve open space or habitat,
20 including transfer of areas to preserve the existing natural conditions, including plant or animal habitats;
21 and Section 15061(b)(3), General Rule or "Common Sense" Exemption; now, therefore,

22 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the
23 Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on or after
24 June 12, 2018, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located
25 on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based
26 upon a review of the evidence and information presented on the matter, as it relates to this exchange,
27 this Board:

1 1. Has determined that the proposed action is categorically exempt from California
2 Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15270, projects
3 which are disapproved; Section 15308 - Class 8, exempts actions taken by regulatory agencies,
4 including counties, to assure the maintenance, restoration, enhancement, or protection of the
5 environment where the regulatory process involves procedures for protection of the environment;
6 Section 15301 - Class 1 exempts existing facilities; Section 15325 - Class 25, exempts transfers of
7 ownership of interests in land in order to preserve open space or habitat, including transfer of areas to
8 preserve the existing natural conditions, including plant or animal habitats; and Section 15061(b)(3),
9 General Rule or "Common Sense" Exemption; and

10 3. Authorizes to rescind its 2016 Approvals, to authorize the exchange of fee simple
11 interests in real property with Castle & Cooke Commercial-CA, Inc. ("C&C") and extinguishment of
12 the ambrosia and access easements over and of the following described real property pursuant to an
13 exchange agreement: fee interests in land consisting of approximately 40 acres of vacant land from
14 portions of real property identified with Assessor's Parcel Numbers 389-080-060, 390-130-046, 390-
15 130-047, 390-200-015, 390-200-017, 390-200-018, 390-210-024 and 390-130-048, in exchange for fee
16 interests of approximately 40 acres of vacant land from portions of real property identified with
17 Assessor's Parcel Numbers 390-200-013 and 390-130-037 as shown on Map A, attached hereto and by
18 this reference incorporated herein. The County and C&C intend to enter into an agreement to provide
19 the terms and conditions for this proposed rescission, real property exchange through escrow,
20 extinguishment of the ambrosia and access easements and termination of the Original and Amended &
21 Restated TOPME Agreement.

22 **BE IT FURTHER RESOLVED, DETERMINED and ORDERED** that this Board
23 hereby approves the Real Estate Exchange Agreement and Escrow Instructions between the County of
24 Riverside and Castle & Cooke Commercial-CA, Inc. ("Agreement") and authorizes the Chairman of the
25 Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the County.

26 **BE IT FURTHER RESOLVED AND DETERMINED** that the Chairman of the Board
27 of Supervisors of the County of Riverside is authorized to execute 1) the Quitclaim Deed to extinguish
28 the ambrosia and access easements, 2) the Termination of Temporary Operations and Permanent

1 Maintenance Easement Agreement, 3) Grant Deed on behalf of the County and 4) Certificate of
2 Acceptance in favor of the County.

3 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Assistant
4 County Executive Officer Economic and Community Development (ECD), or his designee, is
5 authorized to execute any other documents and administer all actions necessary to complete the
6 purchase of real property.

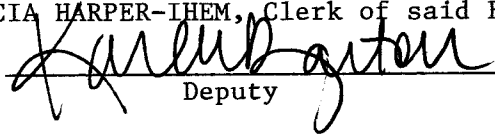
7 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of
8 the Board of Supervisors has given notice hereof pursuant to California Government Code Section
9 6063.

10 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Economic
11 Development Agency staff is directed to file the Notice of Exemption with the County Clerk within five
12 working days of Board approval.

13
14 ROLL CALL:

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

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

20 By 
21 Deputy
22
23
24
25
26
27

1 **REAL ESTATE EXCHANGE AGREEMENT**
2 **AND ESCROW INSTRUCTIONS**
3

4 This REAL ESTATE EXCHANGE AGREEMENT AND ESCROW INSTRUCTIONS,
5 ("Agreement") is made and entered into as of this June 12, 2018 ("Effective Date") by and
6 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter
7 described as "County", and CASTLE & COOKE COMMERCIAL-CA, INC., a California corporation,
8 hereinafter described as "C&C". County and C&C are sometimes hereinafter collectively referred to as
9 the "Parties".

10 **RECITALS**

11 **WHEREAS**, pursuant to Government Code Section 25365, the County may exchange real
12 property with any person, firm, or corporation, where the real property to be exchanged is not required
13 for county use and the property to be acquired is required for county use provided the value of any
14 private real property exchanged shall be equal to, or greater than, seventy-five percent (75%) of the value
15 of the county property offered in exchange; and,

16 **WHEREAS**, County is the owner of certain real property located southerly of Interstate 15,
17 easterly of Lake Street and northerly of Nichols Road in the City of Lake Elsinore, County of Riverside,
18 State of California, identified with Assessor's Parcel Numbers 390-200-013 and 390-130-037, consisting
19 of approximately 40 acres of unimproved vacant land ("County Property"); and,

20 **WHEREAS**, Castle & Cooke Commercial-CA, Inc. ("C&C") is the owner of certain real
21 property located southerly of Interstate 15, easterly of Lake Street and northerly of Nichols Road in the
22 City of Lake Elsinore, County of Riverside, State of California, identified with Assessor's Parcel
23 Numbers 389-080-060, 390-130-046, 390-130-047, 390-200-015, 390-200-017, 390-200-018, 390-210-
24 024, and 390-130-048, consisting of approximately 40 acres of unimproved vacant land ("C&C
25 Property"); and,

26 **WHEREAS**, on April 5, 2016, Minute Order No. 3-1, the County approved certain actions
27 whereby the County exchanged an approximate 40 acre portion of land that was not required for county
28 use to Castle & Cooke Commercial-CA, Inc., with an easement reservation over a portion of said land,

1 for an approximate 40 acre portion of certain real property owned by Castle & Cooke Commercial-CA,
2 Inc., and approved that certain Amended and Restated Temporary Operations and Permanent
3 Maintenance Easement Agreement (“TOPME Agreement”) between the County and C&C (“2016
4 Approvals”); and

5 **WHEREAS**, the County and C&C are subject to that certain Amended and Restated Temporary
6 Operations and Permanent Maintenance Easement Agreement dated April 5, 2016 and recorded on June
7 2, 2016, Instrument Number 2016-0226360 in the Official Records of Riverside County, which amended
8 and replaced that certain Temporary Operations and Permanent Maintenance Easement Agreement
9 (“TOPMEA”) dated December 30, 2004 between the County and T.I. Group, Inc. (Instrument No. 2004-
10 036505), predecessor in interest to C&C, whereby certain operations were permitted, maintenance
11 obligations and slope easements created; and,

12 **WHEREAS**, C&C has requested of the County to rescind its 2016 Approvals, to exchange the
13 fee simple interests in real property described herein back to each other and to terminate the Amended
14 and Restated Temporary Operations and Permanent Maintenance Easement Agreement; and,

15 **WHEREAS**, the County is willing to rescind the 2016 Approvals and the Parties desire to
16 exchange fee interests in real property back to each other, with values of the exchanged portions of land
17 being approximately the same and to terminate the TOPME Agreement;

18 **NOW, THEREFORE**, and in consideration of the mutual covenants and agreements herein
19 contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby
20 acknowledged, the Parties hereby agreed as follows:

21 **EXCHANGE AGREEMENT**

22 **1. EXCHANGE OF PROPERTIES**

23 1.1 **Incorporation.** The recitals set forth above are true and correct and by this reference
24 incorporated in this Agreement.

25 1.2 **Conveyance and Exchange.** The Parties agree to rescind the 2016 Approvals and to
26 convey and exchange their respective Properties (“Tri Valley Land Exchange”) upon the following terms
27 and conditions:
28

1 1.2.1 County shall remise, release and quitclaim to C&C, by Quitclaim Deed, all of its
2 interest, including the easement interests reserved in that certain Grant Deed with Easement
3 Reservation executed on April 5, 2016 and recorded originally on May 6, 2016, Instrument
4 Number 2016-0185548, in the Official Records of Riverside County and re-recorded (due to
5 omission of easement exhibits) on May 25, 2016, Instrument No. 2016-0213559 in the Official
6 Records of Riverside County ("Easement"), in that certain property identified with Assessor's
7 Parcel Number 390-130-046. Upon recordation of the Quitclaim Deed, the Easement shall
8 immediately and effectively merge into the fee interest in the real property and shall no longer
9 exist separately.

10 1.2.2 County shall convey to C&C fee title to the County Property free and clear of all
11 liens (mechanics' or monetary), encumbrances, assessments, mortgages, deeds of trust, leases,
12 (recorded and unrecorded) and taxes due and payable at the close of escrow. County shall remove
13 all unpermitted exceptions that may appear in a title report for the County Property, from title
14 prior to Close of Escrow. County shall not, after full execution of this Exchange Agreement,
15 cause or permit any new liens, covenants, conditions, restrictions, or any other matter to
16 encumber title to the County Property by record or otherwise. C&C agrees to accept the County
17 Property in an "as-is" condition with all faults and expressly without any other warranties,
18 representation or guarantees, either express or implied of any kind, nature or type whatsoever
19 from or on behalf of County except those provided in Section 7 herein and subject to all
20 easements and encumbrances of record affecting the property.

21 1.2.3 C&C shall convey to County fee title to the C&C Property free and clear of all
22 liens (mechanics' or monetary), encumbrances, assessments, mortgages, deeds of trust, leases,
23 (recorded and unrecorded) and taxes due and payable at the close of escrow. C&C shall remove
24 all unpermitted exceptions, including any the Deed of Trust and Assignment of Rents that may
25 appear in a title report for the C&C Property, from title prior to Close of Escrow. C&C shall not,
26 after full execution of this Exchange Agreement, cause or permit any new liens, covenants,
27 conditions, restrictions, or any other matter to encumber title to the C&C Property by record or
28 otherwise. County agrees to accept the C&C Property in an "as-is" condition with all faults and

1 expressly without any other warranties, representation or guarantees, either express or implied of
2 any kind, nature or type whatsoever from or on behalf of C&C except those provided in Section 7
3 herein and subject to all easements and nonmonetary encumbrances of record affecting the
4 property.

5 1.2.4 The exchange of the real properties described herein is expressly conditioned upon
6 1) C&C agreeing to terminate the Amended and Restated Temporary Operations and Permanent
7 Maintenance Easement Agreement and releasing the County, and its successors or assigns, from
8 any further responsibilities or obligations associated therewith; and 2) C&C agreeing to
9 indemnify, defend and hold harmless the County for third party actions asserted, claimed or filed
10 against the County for its approval actions relating to this exchange transaction and this
11 Agreement as further described in that certain Indemnification Agreement dated April 5, 2016
12 entered into between the Parties.

13 1.3 The Parties agree to terminate the Temporary Operations and Permanent Maintenance
14 Easement Agreement dated December 30, 2004 and as it was amended on April 5, 2016 as the Amended
15 and Restated Temporary Operations and Permanent Maintenance Easement Agreement (collectively
16 referred to as the "TOPMEA") and the Parties shall not have any further rights or obligations to each
17 other pertaining to the TOPMEA. The Parties intend for such termination to be recorded to clear the title
18 of their respective property interests.

19 1.4 Notwithstanding the rescission of the 2016 Approvals by the Board of Supervisors of the
20 County, C&C reaffirms and shall continue to indemnify, defend and hold harmless the County of
21 Riverside to the fullest extent as described in that certain Indemnification Agreement.

22 **2. CONSIDERATION**

23 2.1 Value of Exchange Properties. The Parties agree that the values of the properties conveyed
24 are approximately the same value.

25 2.2 Consideration. Consideration for this exchange transaction is comprised of: 1) the value of
26 each of the properties described herein shall be consideration for acquisition of the other, 2) C&C and
27 County terminating the Temporary Operations and Permanent Maintenance Easement Agreement dated
28 December 30, 2004 and as it was amended on April 5, 2016 as the Amended and Restated Temporary

1 Operations and Permanent Maintenance Easement Agreement, and 3) C&C shall continue to indemnify
2 the County as provided in the Indemnification Agreement. The Parties shall execute that certain
3 Termination of the Temporary Operations and Permanent Maintenance Easement Agreement dated
4 December 30, 2004 and as it was amended on April 5, 2016 as the Amended and Restated Temporary
5 Operations and Permanent Maintenance Easement Agreement concurrently with this Agreement, attached
6 as **Attachment A**, attached hereto and by this reference incorporated herein.

7 **3. CONDITION OF TITLE**

8 3.1 Updated Title Report. C&C shall provide to County, prior to the Close of Escrow, an
9 updated title report ("TR") on the respective properties reflecting the current status of title on each
10 property, together with all underlying documents referred to therein.

11 3.2 Title Insurance. Upon the County's request and at C&C's expense, the title insurer shall
12 issue or commit to issuing a CLTA Owner's Title Insurance Policy for the C&C Property, in the amount
13 of the value of the C&C Property ("C&C Property Title Policy") and subject only to the permitted
14 exceptions ("C&C Property Permitted Exceptions") approved by County in writing prior to close of
15 escrow. At C&C's option and expense, the title insurer shall issue or commit to issuing a CLTA Owner's
16 Title Insurance Policy for County Property, upon C&C's request in the amount of the value of the County
17 Property ("County Property Title Policy") and subject only to the permitted exceptions ("County Property
18 Permitted Exceptions") approved by C&C in writing prior to close of escrow.

19 3.3 Quitclaim Deed, TOPME Termination and Grant Deeds. Prior to Close of Escrow and
20 when instructed to by the Escrow Holder, County shall execute, acknowledge and deliver to escrow the
21 Quitclaim Deed with Exhibits A and B, in the form attached as **Attachment B**, attached hereto and by
22 this referenced incorporated herein and the TOPME Termination in the form attached as **Attachment A**.
23 Prior to Close of Escrow, after the delivery and recordation of the aforementioned Quitclaim Deed and
24 TOPME Termination, and when instructed by the Escrow Holder, each party shall respectively execute,
25 acknowledge and deliver to escrow the Grant Deeds with Exhibits A and B for the appropriate Property,
26 in the forms attached hereto as **Attachment C** (County to C&C) and **Attachment D** (C&C to County),
27 attached hereto and by this reference incorporated herein, as applicable, conveying the Property to the
28 appropriate party subject only to any other matters approved in writing by the appropriate party and as

1 described herein in this Agreement.

2 **4. ESCROW**

3 4.1 Opening Escrow. Within ten (10) days of execution of this Agreement by all Parties, for
4 the purpose of consummating the conveyances and transfers of the County Property and C&C Property,
5 County shall open an Escrow with the Escrow Holder listed below:

6 Escrow: Colleen Graves, Sr. Escrow Officer ("Escrow Holder")

7 Lawyers Title Company

8 Address: 625 E. Carnegie Drive, #105

9 San Bernardino, CA 92408

10 Telephone: (909) 963-5570

11 Fax: (866) 696-3389

12 Email: cgraves@ltic.com

13 Title: Peggy Jones, Title Officer

14 Lawyers Title Company

15 Address: 3480 Vine Street, Suite 300

16 Riverside, CA 92507

17 Office Telephone: (951) 774-0825

18 Toll Free Phone Number: (800) 950-0557

19 Fax: (866) 657-1033

20 Email: Tu67@ltic.com

21 Upon opening Escrow, County shall deposit the executed Agreement with Escrow Holder and both
22 Parties shall deposit the respective executed Deeds with Escrow Holder within the time specified herein.

23 4.2 Escrow Instructions. This executed Agreement shall constitute as the escrow instructions
24 to Escrow Holder. The Parties agree to execute such additional instructions as may be required by
25 Escrow Holder or otherwise in order to complete this transaction, provided however that such
26 instructions shall not conflict with any provisions of this Agreement. If there is any inconsistency
27 between such additional instructions and this Agreement, this Agreement shall control unless the Parties
28 express agree in writing otherwise.

1 4.3 Close of Escrow. This conveyance and exchange of the County Property and C&C
2 Property shall take place no later than the date that is thirty (30) days after this Agreement is delivered to
3 Escrow Holder (“Closing Date,” “Close of Escrow,” or the “Closing”). The “Closing Date,” “Close of
4 Escrow,” or the “Closing” shall mean the date Escrow Holder first records the Quitclaim Deed and
5 TOPME Termination, and thereafter concurrently records the two Grant Deeds concerning the Exchange
6 Properties described herein. The escrow period may be extended in writing by mutual agreement of the
7 Parties. The Escrow Holder shall be notified in writing by C&C and County if an extension is in effect.

8 4.4 Closing, Recording, and Disbursements. On or before the Closing Date, each condition or
9 obligation provided in this Agreement shall have been satisfied or waived in writing. Upon receipt of
10 such satisfaction or waiver of all conditions/obligations, Escrow Holder shall take the following actions
11 to close escrow:

12 4.4.1 Recording. Escrow Holder shall cause the Quitclaim Deed to be recorded first to
13 effect the merger of the Easement into the Fee interest as further described herein this Agreement
14 and then record the TOPME Termination to effect the termination of the original and amended
15 TOPME agreements. Immediately after recordation of the Quitclaim Deed and the TOPME
16 Termination, the Grant Deeds shall be recorded concurrently in Office of the County Recorder of
17 Riverside, California.

18 4.4.2 Disbursement. Escrow Holder shall disburse the funds deposited by C&C to settle
19 all its charges to be paid by or on behalf of C&C and on behalf of County. Escrow Holder shall
20 prepare a final accounting and closing statement and refund any excess funds deposited by C&C
21 as provided in such final accounting and closing statement for this transaction.

22 4.4.3 Title Policies. Escrow Holder shall deliver or cause to be delivered the C&C
23 Property Title Policy to County from the title company selected by County to issue the title
24 policy, if County opted to obtain a title policy. Escrow Holder shall deliver or cause to be
25 delivered to C&C from the title company selected by C&C to issue the County Property Title
26 Policy, if C&C opted to obtain a title policy.

27 4.4.4 Delivery of Documents to County. Escrow Holder shall deliver or cause to be
28 delivered to County conformed copies of the Deed and any other documents (or copies thereof)

1 deposited by C&C with Escrow Holder under this Agreement.

2 4.4.5 Delivery of Documents to C&C. Escrow Holder shall deliver or cause to be
3 delivered to C&C conformed copies of the Deed and any other documents (or copies thereof)
4 deposited by County with Escrow Holder under this Agreement.

5 4.6 Tax Exempt Agency. All parties hereto acknowledge that the County is a public entity
6 and exempt from payment of any real property taxes. There will be no proration of taxes through
7 Escrow. C&C will be responsible for payment of any real property taxes to the extent due prior to the
8 Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow
9 Holder is hereby authorized and instructed to pay such taxes from funds deposited by C&C. C&C
10 understands that the Tax Collector will not accept partial payment of any installment of the real property
11 taxes due at the Close of Escrow. After the Close of Escrow, the County will file any necessary
12 documentation with the County Tax Collector/Assessor for the property tax exemption for the property
13 that County acquires and concurrently provide C&C with a copy of such filing. C&C shall have the
14 right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of
15 Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility
16 in connection therewith.

17 **5. PAYMENT OF FEES.** Prior to the Close of Escrow and when prompted by the Escrow Holder,
18 the following shall occur:

19 5.1 Deposit. C&C shall deposit an amount sufficient for all costs associated with taxes if due
20 and payable, expenses, title insurance, if desired, and prorations, if any, as required under this Agreement
21 with Escrow Holder, in the form of a cashier's check or other immediately available funds.

22 5.2 Payment. C&C shall deposit and pay all costs and fees associated with this transaction,
23 including escrow, title, recording, and trust deed clearance fees incurred in this transaction. In the event
24 that a party opts to obtain a title policy on the property it is acquiring, Escrow Holder shall charge C&C
25 for the cost of such title policy. For purposes of this transaction, trust deed clearance fees are defined as
26 forwarding fees, trustee's fees, and reconveyance fees.

27 **6. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.**

28 6.1 Title to the County Property is free and clear of all liens, encumbrances, assessments,

1 leases (recorded and unrecorded), except any Permitted Exceptions not required to be cleared from the
2 title to said County Property consistent with Section 1 and as described herein.

3 6.2 Title to the C&C Property is free and clear of all liens, encumbrances, assessments,
4 easements, leases (recorded and unrecorded) and taxes, except any Permitted Exceptions not required to
5 be cleared from the title to said C&C Property consistent with Section 1 and as described herein. C&C
6 shall remain liable for payment of any taxes allocable to a period prior to the time title is vested to
7 County except that proration of taxes through Escrow will not be done, and shall be handled as it is
8 further described in Section 4.6 of this Agreement. C&C shall remove the monetary liens and
9 encumbrances from C&C Property prior to close of escrow.

10 6.3 Prior to the Closing Date, each party shall timely deposit to Escrow Holder all funds and
11 documents required to complete the Closing under the terms of this Agreement.

12 7. WARRANTIES.

13 County and C&C both warrants that:

14 7.1 No Subsequent Encumbrances. The Parties will not enter into any agreements or
15 undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or
16 otherwise affects its respective interests in the Exchange Properties without the prior written consent of
17 the Party to acquire such Property, such consent may be granted or withheld at its sole discretion.

18 7.2 Authority. Each party represents and warrants, as of the date of execution of this
19 Exchange Agreement and as of Close of Escrow (i) that it has full legal right, power and authority to
20 execute and fully perform its obligations under this Exchange Agreement and (ii) that the persons
21 executing this Exchange Agreement and other documents required hereunder are authorized to do so.

22 7.3 Real Estate Commissions. Each party warrants and represents to the other party that no
23 brokers or finders have been employed, have brought about this exchange, or are entitled to a commission
24 or compensation in connection with this transaction and that this exchange was negotiated by and made
25 directly between them. Each party shall indemnify, hold harmless, protect and defend the other party
26 (including its elected officials, officers, agents and employees) from and against any claims, obligations
27 or liabilities whatsoever by a third party asserting the right to be paid for such commission or
28 compensation arising from the acts or omissions of the indemnifying party or in any way related to this

1 Exchange Agreement.

2 **8. ACCESS AND POSSESSION.**

3 8.1 Access to Exchange Properties. Upon approval by the governing body of each party of
4 this Agreement, each party shall allow the other party, its employees, agents, representatives and
5 contractors reasonable access to the Exchange Properties during normal business hours, upon reasonable
6 notice, for performing all studies, tests, evaluations and all other engineering studies, surveys, geological
7 work or other studies reasonably desired by either party. Each party shall indemnify, protect, hold
8 harmless and defend the other party from and against any and all liabilities, liens, claims, damages, costs,
9 expenses, suits or judgments (including reasonable attorneys' fees and court costs) for personal injury,
10 death or property damage, arising out of the acts or omissions of the entering party or its employees,
11 agents, representatives or contractors.

12 8.2 Possession. Possession and use of each Exchange Property shall be delivered on the
13 Closing Date after recordation of the Grant Deeds and disbursement of all funds. All risk of loss and
14 damage occurring after the Close of Escrow to the Exchange Properties from whatever source shall be
15 the sole responsibility of the new fee owner.

16 **9. REMOVAL OF PERSONAL PROPERTY.**

17 It is understood and agreed by and between the Parties that the conveyance and transfer of
18 Exchange Properties does not include personal property, unless abandoned under this Section. It shall be
19 the responsibility of both Parties to determine the ownership of any personal property located on the
20 respective Exchange Properties and arrange for the removal thereof at the personal property owner's
21 expense. Both Parties assumes no liability for the enforcement of any agreement between any third
22 Parties pertaining to any matter of personal property disposition. Should both Parties fail to remove any
23 items of personal property upon the conveyance and vacation of possession of their respective Exchange
24 Properties, the right to remove such items shall terminate and such items shall be considered as
25 abandoned and may be disposed as each Party sees fit without any liability.

26 **10. GENERAL TERMS AND CONDITIONS.**

27 10.1 Notice. As used in this Agreement, notice includes but is not limited to, the
28 communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver

1 and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to
2 the person or company intended named below, (ii) when delivered via facsimile with confirmation from
3 the receiving Party via return fax; or (iii) when sent via reputable overnight courier (such as Federal
4 Express), addressed by name and addressed to the Party or persons intended, as follows:

5 If to County: County of Riverside
6 Economic Development Agency - Real Estate Division
7 3403 10th Street, Suite 400
8 Riverside, CA 92501
9 Attention: Vince Yzaguirre
10 Telephone: (951) 955-9011
11 Fax: (951) 955-4837

12 With Copy to: Office of County Counsel
13 3960 Orange St., Suite 500
14 Riverside, CA 92501
15 Attention: Gregory P. Priamos, County Counsel
16 Telephone: (951) 955-6300

17 If to Castle & Cooke: Castle & Cooke Commercial-CA, Inc.
18 10000 Stockdale Highway, Suite 300
19 Bakersfield, CA 93311
20 Attention: Laura Whitaker
21 Telephone: (661) 664-6500

22 With A Copy to: Jones & Beardsley, P.C.
23 10000 Stockdale Highway, Suite 395
24 Bakersfield, CA 93311
25 Telephone: (661) 664-2900

26 Until such time as a Party gives notice of the change of address in accordance with the terms of this
27 section.

28 10.2 Time of the Essence. Time is of the essence with respect to this Agreement.

1 10.3 Assignment. Neither this Agreement nor any interest herein shall be assignable by any
2 Party without prior written consent of the other party.

3 10.4 Governing Law/Venue. All questions with respect to this Agreement and the rights and
4 liabilities of the Parties hereto shall be governed by the laws of the State of California and shall be heard
5 in a court of competent jurisdiction in the County of Riverside.

6 10.5 Entire Agreement. This Agreement contains the entire agreement of the Parties hereto
7 with reference to the subject matter hereof, and supersedes all negotiations or previous agreements
8 between the Parties with respect to all or any portion of the subject matter hereof.

9 10.6 Default. If either Party is unable to convey title thereto in accordance with the terms of this
10 Agreement, the defaulting Party shall reimburse the other Party for any sums theretofore paid by the Party
11 for performance of this Agreement together with the net costs of title examination (not to exceed standard
12 Board of Title Underwriters rates) and the net cost of any survey made in connection therewith incurred
13 by the Party, and thereupon this Agreement shall be terminated. The non-defaulting party shall have the
14 right to seek any other available remedies, either at law or in equity.

15 10.7 Headings. Any headings contained in this Agreement are solely for the purposes of
16 convenience of reference and shall not constitute a part hereof nor shall they be utilized to interpret any
17 term or condition contained in this Agreement and the actions to be performed herein.

18 10.8 Changes or Modifications. No part of this may be modified, altered, amended, waived, or
19 changed without the express written consent of the Parties hereto.

20 10.9 Further Assurances. Each Party shall execute, deliver and acknowledge all such further
21 instruments of transfer and conveyance or otherwise and to perform all such other acts as any other Party
22 may reasonably request to more effectively carry out the terms and conditions of this Agreement and the
23 transaction contemplated herein.

24 10.10 Additional Documents. All Parties hereto agree to execute any and all additional
25 documents and instruments necessary to carry out the terms of this Agreement.

26 10.11 Successors. This Agreement shall be binding upon and inure to the benefit of the
27 successors and assigns of the respective Parties hereto.

28 10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of

1 which when so executed shall be deemed to be an original, and all of which when taken together shall be
2 deemed a single original.

3 10.13 Severability. If any term, provision, covenant or condition of this Exchange Agreement is
4 held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction,
5 the remainder of this Exchange Agreement shall not be affected thereby, and each term, provision,
6 covenant or condition of this Exchange Agreement shall be valid and enforceable to the fullest extent
7 permitted by law.

8 10.14 Survival of Covenants and Conditions. All covenants and conditions set forth in this
9 Agreement shall survive Close of Escrow.

10 10.15 Time. Time is of the essence of each provision of this Exchange Agreement, including
11 without limitation all time deadlines for satisfying conditions and Close of Escrow.

12 **11. ATTACHMENTS.**

13 This Agreement includes the following attachments, which are attached hereto and by this
14 reference incorporated herein:

15 **Attachment A: For Termination of the TOPME**

16 Termination of the Temporary Operations and Permanent Maintenance Easement
17 Agreement dated December 30, 2004 and as it was amended on April 5, 2016 as
18 the Amended and Restated Temporary Operations and Permanent Maintenance
19 Easement Agreement

20 **Attachment B: For Ambrosia Easement Quitclaim Conveyance to Castle and Cooke to**

21 **Extinguish easements and Merge into Fee Interest**

22 **Form of Quitclaim Deed of Easement To Merge Into Fee Interest**

23 **Exhibits A and B:** Legal Descriptions and Plat Maps for Extinguishment and
24 Merger of Ambrosia Easement and Ambrosia Access Easement into Fee Interest

25 **Attachment C: For Fee Conveyance to Castle and Cooke**

26 **Form of Grant Deed to Convey Fee Interest**

27 **Exhibits A and B:** Legal Descriptions and Plat Maps
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Attachment D: For Fee Conveyance to County
Form of Grant Deed to Convey Fee Interest
Exhibits A and B: Legal Descriptions and Plat Maps

[Signature Provisions on Following Page(s)]

1 IN WITNESS WHEREOF, the Parties hereto have executed this REAL ESTATE EXCHANGE
2 AGREEMENT AND ESCROW INSTRUCTIONS as of the day and year first above written.

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

CASTLE & COOKE COMMERCIAL-CA, INC.,
a California corporation

5
6 By: Chuck Washington
Chuck Washington, Chairman
7 Board of Supervisors

By: Laura Whitaker
Laura Whitaker
8 President

9 Dated: JUN 12 2018

Dated: 6/4/18

10 **ATTEST:**
11 Kecia Harper-Ihem
12 Clerk of the Board

By: Scott R. Thayer
Scott R. Thayer
13 Senior Vice President

14 By: Kecia Harper-Ihem
Deputy

Dated: 6/4/18

15
16 (Seal)

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

20 By: Synthia M. Gunzel
21 Synthia M. Gunzel
22 Chief Deputy County Counsel

23
24 CAO:ra/053118/343FM/19.873
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ATTACHMENT A

Termination of the Temporary Operations and Permanent Maintenance Easement Agreement dated
December 30, 2004 and as it was amended on April 5, 2016 as the Amended and Restated Temporary
Operations and Permanent Maintenance Easement Agreement

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1 RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
2 County of Riverside
3 Economic Development Agency
4 Real Estate Division
3403 10th Street, Suite 400
5 Riverside, California 92501
6

7 OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

8 APN(S): See Below; County of Riverside

9
10 **TERMINATION OF TEMPORARY OPERATIONS AND**
11 **PERMANENT MAINTENANCE EASEMENT AGREEMENTS**
12
13

14 This **TERMINATION OF TEMPORARY OPERATIONS AND PERMANENT**
15 **MAINTENANCE EASEMENT AGREEMENTS** (this “Termination”) is made and given on the
16 _____ day of _____, 2018, by and between the County of Riverside, a political subdivision of
17 the State of California (“County”), whose present address is 4080 Lemon Street, 4th Floor, Riverside,
18 CA 92501 and the Castle & Cooke Commercial-CA, Inc., a California corporation (“C&C”) whose
19 present address is One Dole Drive, Westlake Village, CA 91362. The County and C&C each constitute a
20 “Party” and collectively constitute the “Parties” to this Termination.

21 **RECITALS**

22 A. On December 30, 2004, County and T.T Group, Inc. (“TTG”), predecessor to C&C,
23 entered into that certain Temporary Operations and Permanent Maintenance Easement Agreement dated
24 December 30, 2004, recorded December 30, 2004 as Document No. 2004-1036505 in the Official
25 Records of Riverside County, California (the “Original TOPME Agreement”) concerning TTG’s real
26 property located south of Interstate 15, east of Lake Street and north of Nichols Road in the City of Lake
27 Elsinore, County of Riverside, State of California as more particularly described in Exhibit “B” attached
28 to said Original TOPME Agreement (the “Original TTG Property”). Under the Original TOPME

1 Agreement, County granted an easement over the County's property located adjacent to the Original TTG
2 Property which was more particularly described in Exhibit "A" to said Original TOPME Agreement (the
3 "**Original County Property**"). The Original TOPME Agreement granted said easement over that portion
4 of the Original County Property which portion thereof was described in Exhibit "C" attached to said
5 Original TOPME Agreement (the "**Original Easement Area**"), for purposes associated with the
6 development of the Original TTG Property; for protection of, routine maintenance, repair and replacement
7 of slopes; and for restoration or enhancement of habitats in satisfaction of certain restoration and
8 management plans approved by state and federal regulatory agencies.

9 B. On April 5, 2016, Minute Order No. 3-1, the County approved certain actions whereby the
10 County conveyed to C&C (then successor in title to TTG as to the Original TTG Property) an
11 approximate 40 acre portion of the Original County Property that was not required for county use, in
12 exchange for C&C's conveyance to County of an approximate 40 acre portion of the Original TTG
13 Property, and the County approved an Amended and Restated Temporary Operations and Permanent
14 Maintenance Easement Agreement, which amended and restated the Original TOPME Agreement (the
15 "**2016 Approvals**").

16 C. The Amended and Restated Temporary Operations and Permanent Maintenance Easement
17 Agreement which was approved by the County by the 2016 Approvals was entered into by and between
18 the County and C&C on April 5, 2016, and recorded on June 2, 2016, Instrument Number 2016-0226360
19 in the Official Records of Riverside County ("**Amended and Restated TOPME Agreement**"), thereby
20 amending, restating and replacing the Original TOPME Agreement.

21 D. The Amended and Restated TOPME Agreement granted an easement over the County's
22 reconfigured real property resulting from the 2016 Approvals, said real property being described in
23 Exhibit "A" attached to the Amended and Restated TOPME Agreement (the "**Reconfigured County**
24 **Property**") in favor of C&C's reconfigured real property resulting from the 2016 Approvals, said real
25 property being described in Exhibit "B" attached to the Amended and Restated TOPME Agreement (the
26 "**Reconfigured C&C Property**"). The Amended and Restated TOPME Agreement granted said easement
27 over that portion of the Reconfigured County Property which was described in Exhibit "C" attached to the
28 Amended and Restated TOPME Agreement (the "**Restated Easement Area**"), for purposes associated

1 with the development of the Reconfigured C&C Property.

2 E. C&C requested of the County and the County agreed to rescind its 2016 Approvals, and to
3 exchange the fee simple interests in real property described herein back to one another, so as to re-
4 establish the boundaries of the Reconfigured County Property and the Reconfigured C&C Property to
5 those boundaries which existed immediately prior to the 2016 Approvals. In addition, C&C and the
6 County agreed to terminate the Amended and Restated TOPME Agreement, and in order to avoid the
7 unintended result of the reinstatement of the Original TOPME Agreement upon the termination of the
8 Amended and Restated TOPME Agreement, C&C and the County have also agreed to terminate the
9 Original TOPME Agreement.

10 F. By Resolution No. 2018-116 adopted by County's Board of Supervisors, the County
11 rescinded the 2016 Approvals.

12 G. The County and C&C entered into that certain Real Estate Exchange Agreement and
13 Escrow Instructions dated June 12, 2018 (the "**Exchange Agreement**") which provided for the exchange
14 of the fee simple interests the parties desire to exchange to one another as stated above, for the execution,
15 delivery and recordation of documents required therefor, and for the execution, delivery and recordation
16 of this Termination, with the values of the lands being exchanged between C&C and the County being
17 approximately the same.

18 H. The County and C&C desire to enter into, execute deliver and record this Termination in
19 order to terminate the Amended and Restated TOPME Agreement and the Original TOMPE Agreement,
20 and all rights, title and interests of the parties thereunder.

21
22 **NOW, THEREFORE**, in consideration of the foregoing promises, and for good and valuable
23 consideration, the sufficiency of which is acknowledged, the County and the C&C agree as follows:

24
25 1. Termination of TOPMEA.

26 (a) County and C&C, as the owners of all of the lands benefitted and burdened by the
27 Amended and Restated TOPME Agreement, hereby terminate, now and forever, the Amended and
28 Restated TOPME Agreement. This Termination shall be binding upon and shall inure to the benefit of the

1 County, C&C, and each and all of their respective successors and assigns. As a result of this Termination,
2 (i) the Reconfigured County Property as described hereinabove shall no longer be burdened by the
3 Amended and Restated TOPME Agreement, (ii) the Reconfigured C&C Property as described
4 hereinabove shall no longer be benefitted by the Amended and Restated TOPME Agreement, and (iii)
5 neither the County nor C&C, nor any of their respective successors or assigns shall have any further
6 rights, title, interests, benefits, burdens or obligations under the Amended and Restated TOPME
7 Agreement. The Termination will remove the above referenced benefits and burdens as it relates to the
8 Amended and Restated TOPME Agreement from the land with Assessor's Parcel Numbers 389-080-059,
9 390-200-013, 390-200-016, 390-200-014, 390-210-023, 390-130-045, and 390-130-037.

10 (b) County and C&C, as the owners of all of the lands benefitted and burdened by the
11 Original TOPME Agreement hereby terminate, now and forever, the Original TOPME Agreement. This
12 Termination shall be binding upon and shall inure to the benefit of the County, C&C and each and all of
13 their respective successors and assigns. As a result of this Termination, (i) the Original County Property
14 as described hereinabove shall no longer be burdened by the Original TOPME Agreement, (ii) the
15 Original TTG Property as described hereinabove shall no longer be benefitted by the Original TOPME
16 Agreement, and (iii) neither the County nor C&C, nor any of their respective successors or assigns shall
17 have any further rights, title, interests, benefits, burdens or obligations under the Original TOPME
18 Agreement. The Termination will remove the above referenced benefits and burdens as it relates to the
19 Original TOPME Agreement from the land with Assessor's Parcel Numbers 389-080-060, 390-200-017,
20 390-200-015, 390-210-024, 390-130-048, 390-130-047, 390-130-046 , 389-080-059, 390-200-016, 390-
21 210-023, and 390-130-045.

22 (c) Notwithstanding anything to the contrary contained in this Termination, C&C shall
23 defend, indemnify and hold harmless County, and its agents, officers, members, officials (elected or
24 appointed), managers, employees, attorneys, contractors and affiliated and related entities from and
25 against any and all claims, actions, causes of action, liabilities, losses, suits, damages, expenses or costs of
26 any kind whatsoever, including attorneys' fees and court costs, to the extent caused by negligent acts of
27 C&C, its agents, contractors, subcontractors, consultants and employees on the Original County Property
28 and/or the Reconfigured County Property, in connection with the "Ancillary Operations" contemplated in

1 the Original TOPME Agreement and Amended and Restated TOPME Agreement, whether such claims
2 have arisen or arise prior to or after the effective date of this Termination, and until such time that the
3 statute of limitations has expired for any such claims.

4 (d) Notwithstanding this Termination, the rights and obligations under the Exchange
5 Agreement entered into between the Parties shall continue in full force and effect until the Parties have
6 fully performed all obligations thereunder and any statute of limitations have run for claims that may be
7 filed against the County.

8 (e) The Parties acknowledge and agree that the termination of the Amended and Restated
9 TOPME Agreement and Original TOPME Agreement will remove said encumbrances from title to all of
10 C&C's and County's real property interests and neither County nor C&C, nor any of their successors or
11 assigns shall have any further rights or obligations under said agreements.

12 2. Effective Date. This Termination shall be effective immediately upon full execution of
13 this Termination.

14 3. Miscellaneous.

15 3.1 Governing Law. This Termination is made and given in the State of California and
16 will be governed by the laws of the State of California without resort to choice of law principles.

17 3.2 Conditions. This Termination will confer no rights and will impose no obligations
18 on the County or C&C beyond those expressly provided in this Termination and the Exchange
19 Agreement.

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21 [Signature Provisions on Following Page]
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1 3.3 Severability. If any agreement, covenant, or term of this Termination is held by a
2 court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, all agreements,
3 covenants, and terms of this Termination not held invalid, void, or enforceable will continue in full force
4 and effect and will in no way be affected, impaired, or invalidated thereby.

5 **IN WITNESS WHEREOF**, the County and the C&C have signed this Termination by its duly
6 authorized representatives.

7
8 COUNTY OF RIVERSIDE, a political
subdivision of the State of California

CASTLE & COOKE COMMERCIAL-CA,
INC., a California corporation

9
10 By: _____
11 Chuck Washington, Chairman
 Board of Supervisors

By: _____
 Laura Whitaker
 President

12 Dated: _____

Dated: _____

13
14 **ATTEST:**
15 Kecia Harper-Ihem
16 Clerk of the Board

By: _____
 Scott R. Thayer
 Senior Vice President

17 By: _____
18 Deputy

Dated: _____

19 (Seal)

20 **APPROVED AS TO FORM:**

21 Gregory P. Priamos
22 County Counsel

23 By: _____
24 Synthia M. Gunzel
25 Chief Deputy County Counsel

ATTACHMENT B

For Ambrosia Easement Quitclaim Conveyance to Castle and Cooke to Merge into Fee Interest

Form of Quitclaim Deed of Easement To Merge Into Fee Interest

**Exhibits A and B: Legal Descriptions and Plat Maps for Extinguishment and Merger of
Ambrosia Easement and Ambrosia Access Easement**

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Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, California 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 & 27383)

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

PROPERTY: Tri Valley Land Exchange
APN: 390-130-046

QUITCLAIM DEED

For good and valuable consideration, the receipt and adequacy of which are acknowledged, **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, as Grantor does hereby remise, release and forever quitclaim to **CASTLE & COOKE COMMERCIAL-CA, INC.**, a California corporation, as Grantee, all right, title, and interest of Grantor in and to that certain easement reserved by Grantor in that certain Grant Deed with Easement Reservation executed on April 5, 2016 and recorded originally on May 6, 2016, Instrument Number 2016-0185548, in the Official Records of Riverside County and re-recorded (due to omission of easement exhibits) on May 25, 2016, Instrument No. 2016-0213559 in the Official Records of Riverside County, over Parcel D as therein described, for the purpose of relocating the San Diego Ambrosia plants referenced as the Ambrosia Easement and Ambrosia Access Easements more particularly described and depicted in Exhibits A and B attached to the aforementioned Grant Deed with Easement Reservation. Said easement shall immediately and effectively merge into the fee interest of Grantee in the real property and shall no longer exist separately.

Dated: _____

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

By: _____
Chuck Washington, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy
(Seal)

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
AMBROSIA EASEMENT**

An easement lying over, under and across that portion of that certain Grant Deed to the County of Riverside, Recorded December 30, 2004, as Instrument No. 2004-1036504, also lying within Section 22 of Township 5 South, Range 5 West, San Bernardino Base and Meridian in the County of Riverside, State of California, being more particularly described as follows:

COMMENCING at the intersection of the easterly right of way of Lake Street and the southerly line of said Instrument No. 2004-1036504, as shown on a Record of Survey on file in Book 123, Pages 43 through 48 inclusive of Record of Surveys, Records of said County;

Thence easterly along said southerly line South 89°28'41" East, a distance of 138.59 feet;

Thence leaving said southerly line, North 00°31'19" East, a distance of 231.00 feet to a point lying on a line that is parallel with and distant 231.00 feet northerly from said southerly line, said point also being **THE TRUE POINT OF BEGINNING**;

Thence northerly, leaving said parallel line, North 00°31'19" East, a distance of 125.00 feet to an angle point;

Thence South 89°28'41" East, a distance of 80.00 feet to an angle point;

Thence South 00°31'19" West, a distance of 125.00 feet to a point lying on said parallel line;

Thence westerly along said parallel line, South 89°28'41" West, a distance of 80.00 feet to said **TRUE POINT OF BEGINNING**.

Containing 10,000 square feet, more or less

As shown on Exhibit "B" attached hereto and made a part hereof.

KWC ENGINEERS

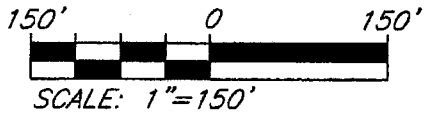
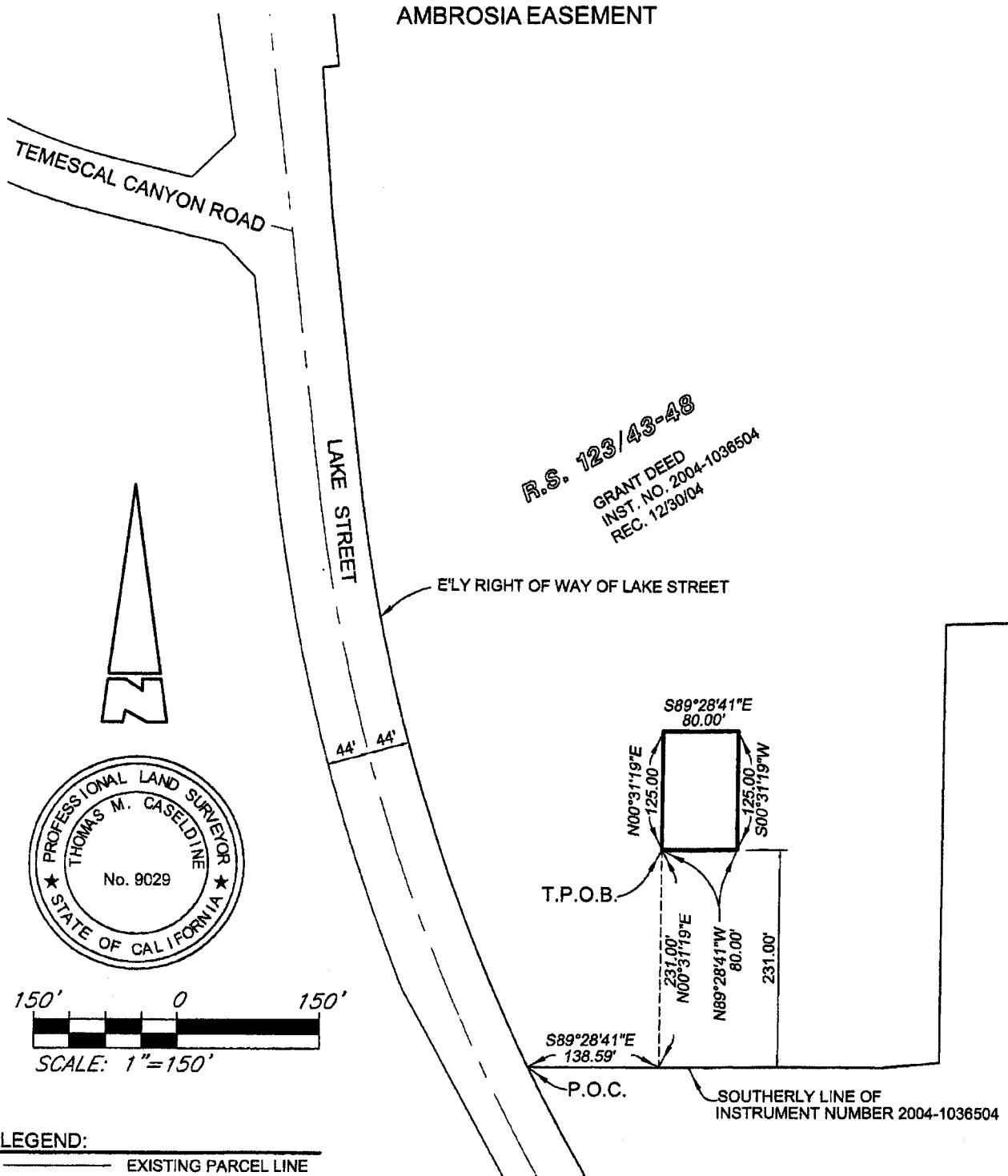
CIVIL ENGINEERS • PLANNERS • SURVEYORS

Thomas Caseldine 5-10-18
Thomas M. Caseldine Date
P.L.S. 9029



EXHIBIT "B"
AMBROSIA EASEMENT

SHEET 1 OF 1 SHEETS



LEGEND:

- EXISTING PARCEL LINE
- PROPOSED EASEMENT

AREA: 10,000 S.F.

KWGC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92681-3370 • 951-734-2130

Thomas Caseldine 5-10-18
 THOMAS CASELDINE DATE
 L.S. 9029

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
AMBROSIA ACCESS EASEMENT**

An easement lying over, under and across that portion of that certain Grant Deed to the County of Riverside, Recorded December 30, 2004, as Instrument No. 2004-1036504, also lying within Section 22 of Township 5 South, Range 5 West, San Bernardino Base and Meridian in the County of Riverside, State of California, being more particularly described as follows:

COMMENCING at the intersection of the easterly right of way of Lake Street and the southerly line of said Instrument No. 2004-1036504, as shown on a Record of Survey on file in Book 123, Pages 43 through 48 inclusive of Record of Surveys, Records of said County;

Thence easterly along said southerly line South 89°28'41" East, a distance of 138.59 feet;

Thence leaving said southerly line, North 00°31'19" East, a distance of 231.00 feet to a point lying on a line that is parallel with and distant 231.00 feet northerly from said southerly line, said point also being **THE TRUE POINT OF BEGINNING**;

Thence westerly along said parallel line, North 89°28'41" West, a distance of 234.71 feet to a point lying on said easterly right of way of Lake Street, said point also being the beginning of a non-tangent curve, concave northeasterly and having a radius of 1956.00 feet, a radial bearing to said point bears South 71°35'48" West;

Thence northerly along said curve and said easterly right of way of Lake Street, through a central angle of 01°32'29", a distance of 52.62 feet to the beginning of a non-tangent line;

Thence easterly along said non-tangent line, leaving said easterly right of way, South 89°28'41" East, a distance of 251.11 feet to an angle point;

Thence South 00°31'19" West, a distance of 50.00 feet to said **TRUE POINT OF BEGINNING**.

Containing 12,152 square feet, more or less

As shown on Exhibit "B" attached hereto and made a part hereof.

KWC ENGINEERS

CIVIL ENGINEERS • PLANNERS • SURVEYORS

Thomas Caseldine 5-10-18
Thomas M. Caseldine Date
P.L.S. 9029



EXHIBIT "B"
AMBROSIA ACCESS EASEMENT

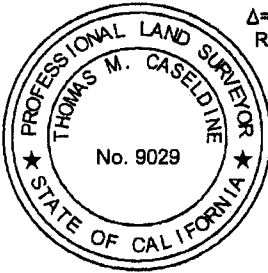
T5S, R5W

TEMESCAL CANYON ROAD

LAKE STREET

R.S. 123/43-48
GRANT DEED
INST. NO. 2004-1036504
REC. 12/30/04

E'LY RIGHT OF WAY OF LAKE STREET



$\Delta=01^{\circ}32'29''$
 $R=1956.00'$
 $L=52.62'$

$S71^{\circ}35'48''W$
(R)

$S89^{\circ}28'41''E$
251.11'

$S00^{\circ}31'19''W$
50.00'

50'

234.71'
 $N89^{\circ}28'41''W$

T.P.O.B.

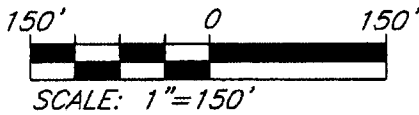
231.00'

$N00^{\circ}31'19''E$
231.00'

$S89^{\circ}28'41''E$
136.59'

P.O.C.

SOUTHERLY LINE OF
INSTRUMENT NUMBER 2004-1036504



LEGEND:

- EXISTING PARCEL LINE
- - - PROPOSED EASEMENT

AREA: 12,152 S.F.



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1880 COMPTON AVENUE, SUITE 100
CORONA, CA. 92881-3370 • 951-734-2130
R:\07\1100\LEGALS\EXCHANGE REVERSAL\AMBROSIA\1100 AMBROSIA ACCESS.DWG

Thomas Caseldine 5-10-18

THOMAS CASELDINE
L.S. 9029

DATE

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Attachment C
For Fee Conveyance to Castle and Cooke
Form of Grant Deed to Convey Fee Interest
Exhibits A and B: Legal Descriptions and Plat Maps

Recorded at request of and return to:
Castle & Cooke Commercial-CA, Inc.
10000 Stockdale Highway, Suite 300
Bakersfield, CA 93311
Attention: Laura Whitaker

With Copy to:

County of Riverside
Economic Development Agency –
Real Estate Division
3403 10th Street, Suite 400
Riverside, CA 92501
Attention: Vince Yzaguirre

FREE RECORDING

This instrument is for the benefit of the
County of Riverside, and is entitled to be recorded
without fee. (Govt. Code §§ 6103 & 27383)

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

PROPERTY: Tri Valley Land Exchange
APNS: 390-200-013 and 390-130-037

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Grantor, hereby
Grants to **CASTLE & COOKE COMMERCIAL-CA, INC.**, a California corporation, as
Grantee, the real property in the County of Riverside, State of California, described as:

See Exhibits "A" and "B"
attached hereto and made part hereof

Dated: _____

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

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

Chuck Washington, Chairman
Board of Supervisors

By: _____
Deputy

Attach Exhibits A and B
Attach Acknowledgments

EXHIBIT "A"
LEGAL DESCRIPTION
OF
COUNTY OF RIVERSIDE TO
CASTLE & COOKE COMMERCIAL-CA, INC.

Parcel "A": APN 390-200-013

Being portions of Parcel 1 of a Grant Deed, Recorded March 22, 2006, as Instrument No. 2006-0203625, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 23, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel A of a Grant Deed to County of Riverside, Recorded May 09, 2016 as Instrument No. 2016-0185856, of Official Records, also being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence east along the south line of said Section 23, South 89°04'59" East, a distance of 1042.16 feet to a point lying on the westerly line of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, of said County;

Thence northeasterly along said westerly line, North 41°37'29" East, a distance of 166.45 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 1745.00 feet, a radial bearing to said point bears South 85°30'24" East, said point also being the **TRUE POINT OF BEGINNING**;

Thence northerly along said non-tangent curve, leaving said westerly line, through a central angle of 21°57'23", an arc distance of 668.70 feet to the beginning of a non-tangent line, a radial bearing to said point bears North 72°32'13" East;

Thence North 62°02'43" East, a distance of 268.17 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 924.00 feet;

Thence northeasterly along said tangent curve, through a central angle of 18°30'20", an arc distance of 298.43 feet to the beginning of a reverse curve, concave southerly and having a radius of 41.00 feet, a radial bearing through said point bears North 46°27'36" West;

Thence northeasterly along said reverse curve, through a central angle of 57°01'37", an arc distance of 40.81 feet to the beginning of a reverse curve, concave northerly and having a radius of 109.00 feet, a radial bearing through said point bears South 10°34'00" West;

Thence northeasterly along said reverse curve, through a central angle of 39°21'21", an arc distance of 74.87 feet to the beginning of a tangent line;

Thence northeasterly along said tangent line, North 61°12'40" East, a distance of 32.36 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 309.00 feet;

Thence northeasterly along said tangent curve, through a central angle of 33°59'25", an arc distance of 183.31 feet to the beginning of a tangent line;

Thence northeasterly along said tangent line, North 27°13'15" East, a distance of 127.89 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 291.00 feet;

Thence northeasterly along said tangent curve, through a central angle of 18°02'11", an arc distance of 91.60 feet to the beginning of a tangent line;

Thence northeasterly along said tangent line, North 45°15'26" East, a distance of 495.50 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 354.00 feet, a radial bearing to said point bears North 89°13'22" East;

Thence northerly and northwesterly along said non-tangent curve, through a central angle of 31°41'14", an arc distance of 195.78 feet to a point lying on the southwesterly line of said Instrument No. 2004-1036504, said point also being the beginning of a non-tangent line, a radial bearing to said point bears North 57°32'08" East;

The following nine (9) course are along the southwesterly and westerly line of said Instrument No. 2004-1036504:

1. Thence South 37°52'55" East, a distance of 132.83 feet;
2. Thence South 02°44'53" East, a distance of 126.72 feet;
3. Thence South 24°50'47" West, a distance of 164.28 feet;
4. Thence South 16°21'18" West, a distance of 814.59 feet;
5. Thence South 22°47'57" West, a distance of 343.25 feet;
6. Thence South 29°38'22" West, a distance of 375.65 feet;
7. Thence South 84°08'08" West, a distance of 215.58 feet;
8. Thence South 86°03'32" West, a distance of 322.53 feet;
9. Thence South 41°37'29" West, a distance of 8.78 feet to the **TRUE POINT OF BEGINNING.**

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 19.49 acres, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

PARCEL "B": APN: 390-130-037

Being portions of Parcels 3 and 6 of a Grant Deed, Recorded March 22, 2006, as Instrument No. 2006-0203625, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 22, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel B of a Grant Deed to County of Riverside, Recorded May 09, 2016 as Instrument No. 2016-0185856, of Official Records, being more particularly described as follows:

COMMENCING at the southwest corner of Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence north along the west line of said Section 23, North 00°53'18" East, a distance of 4036.32 feet to a point lying on the southwesterly line of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, of said County;

The following four (4) courses are along the southerly and southwesterly line of said Instrument No. 2004-1036504:

1. Thence North 19°45'52" West, a distance of 86.92 feet;
2. Thence North 58°17'49" West, a distance of 368.89 feet;
3. Thence South 75°09'21" West, a distance of 529.98 feet;
4. Thence North 02°49'18" West, a distance of 81.54 feet to the **TRUE POINT OF BEGINNING**;

Thence southwesterly, leaving said southwesterly line, South 78°16'15" West, a distance of 65.67 feet;

Thence North 72°42'25" West, a distance of 64.72 feet;

Thence South 45°49'31" West, a distance of 584.10 feet;

Thence North 44°10'29" West, a distance of 310.83 feet to the beginning of a tangent curve, concave southerly and having a radius of 795.00 feet;

Thence northwesterly along said tangent curve, through a central angle of 43°10'39", an arc distance of 599.10 feet to the beginning of a non-tangent line, a radial bearing to said point bears North 02°38'51" East;

Thence northerly along said non-tangent line North 02°38'17" East, a distance of 149.55 feet to a point lying on the southerly line of said Instrument No. 2004-1036504;

The following seventeen (17) courses are along the southerly, southeasterly and southwesterly line of said Instrument No. 2004-1036504:

1. Thence South 40°47'03" East, a distance of 201.70 feet;
2. Thence South 89°34'46" East, a distance of 159.24 feet;
3. Thence North 06°56'16" West, a distance of 73.13 feet;
4. Thence North 59°27'28" East, a distance of 154.25 feet;
5. Thence South 65°14'28" East, a distance of 176.56 feet;
6. Thence North 31°23'11" East, a distance of 187.10 feet;
7. Thence North 10°04'01" West, a distance of 316.83 feet;
8. Thence North 7°47'25" East, a distance of 217.01 feet;
9. Thence South 85°45'54" East, a distance of 150.54 feet;
10. Thence South 53°40'42" East, a distance of 248.70 feet;
11. Thence North 82°12'58" East, a distance of 51.78 feet;
12. Thence North 46°06'48" East, a distance of 69.28 feet;
13. Thence North 50°49'26" East, a distance of 195.23 feet;
14. Thence South 44°01'13" East, a distance of 368.85 feet;
15. Thence South 21°14'17" East, a distance of 269.17 feet;
16. Thence South 31°09'13" West, a distance of 236.83 feet;
17. Thence South 57°38'09" West, a distance of 228.51 feet to the **TRUE POINT OF BEGINNING.**

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Also excepting therefrom all minerals, including, without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, without, however, the right to go upon or use the surface of said land, or any part thereof, for the purpose of drilling for, mining, or otherwise removing, any of said minerals. Together with the right to remove any of said minerals from said land by means of wells, shafts, tunnels, or other means of access to said minerals which may be constructed, drilled or dug from other land, provided that the exercise of such rights shall in no way interfere with or impair the use of the surface of said land or of any improvements thereon, as reserved by the Atchison, Topeka and Santa Fe Railway Company in the Deed recorded November 27, 1985 as Instrument No. 288350, Official Records.

Containing 20.49 acres, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

KWC ENGINEERS

CIVIL ENGINEERS • PLANNERS • SURVEYORS

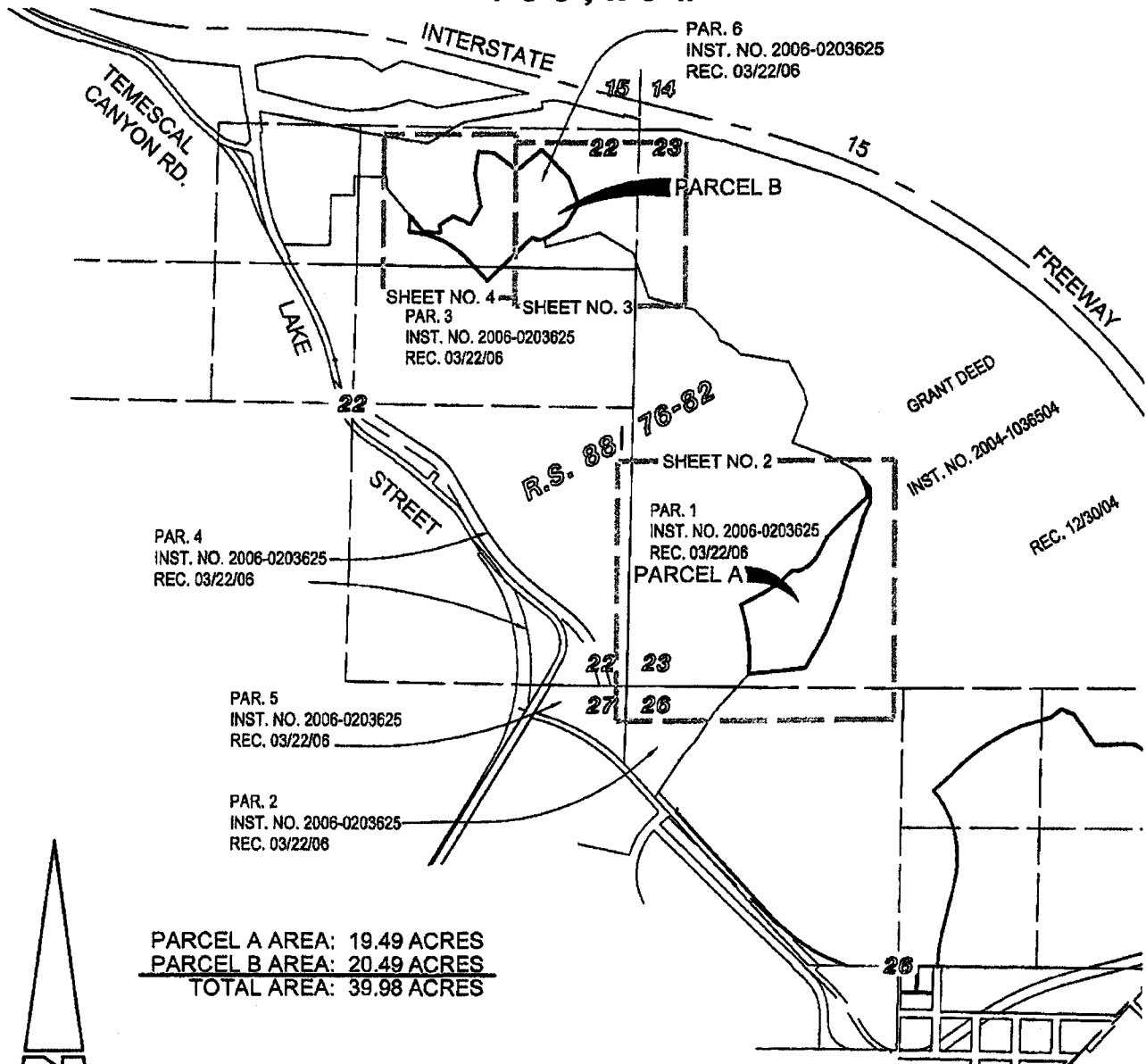
Thomas Caseldine 5-10-18
Thomas M. Caseldine Date
P.L.S. 9029



May 9, 2018
TMC/KWC/tmc
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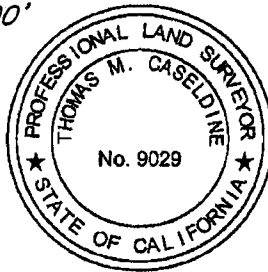
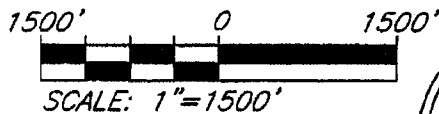
EXHIBIT "B"
COUNTY OF RIVERSIDE TO
CASTLE & COOKE COMMERCIAL-CA, INC.

T 5 S , R 5 W



PARCEL A AREA: 19.49 ACRES
PARCEL B AREA: 20.49 ACRES
TOTAL AREA: 39.98 ACRES

SHEET INDEX
SCALE: 1"=1500'



LEGEND:

- EXISTING PARCEL LINE
- - - EXISTING SECTION LINE
- PROPOSED PARCEL LINE
- DETAIL SHEET BOUNDARY

KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

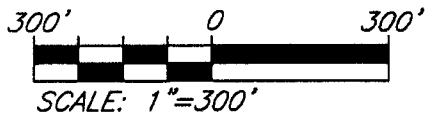
Thomas Caseldine 5-10-18
 THOMAS M. CASELDINE DATE
 L.S. 9029

EXHIBIT "B"
 COUNTY OF RIVERSIDE TO
 CASTLE & COOKE COMMERCIAL-CA, INC.

SHEET 2 OF 4 SHEETS

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	57°01'37"	41.00'	40.81'
C2	39°21'21"	109.00'	74.87'
C3	33°59'25"	309.00'	183.31'
C4	18°02'11"	291.00'	91.60'
C5	31°41'14"	354.00'	195.78'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N61°12'40"E	32.36'
L2	N27°13'15"E	127.89'
L3	S37°52'55"E	132.83'
L4	S02°44'53"E	126.72'
L5	S24°50'47"W	164.28'



S'LY & SW'LY LINE OF LAND
 CONVEYED TO THE COUNTY OF
 RIVERSIDE PER GRANT DEED, REC.
 12/30/04, INST. NO. 2004-1036504, O.R.

T 5 S , R 5 W

R.S. 88/ 76-82

PAR. 1
 INST. NO. 2006-0203625
 REC. 03/22/06

PARCEL A
 19.49 ACRES
 APN: 390-200-013

PARCEL A
 GRANT DEED,
 INST. NO. 2016-0185856,
 REC. 05/09/2016

GRANT DEED,
 INST. NO. 2004-1036504,
 REC. 12/30/04

P.O.C.
 S.W. CORNER
 SECTION 23

T.P.O.B.

S85°30'24"E
 (R)

S89°04'59"E 1042.70'

S. LINE, SECTION 23

PAR. 2
 INST. NO. 2006-0203625
 REC. 03/22/06

W'LY LINE OF LAND CONVEYED TO THE
 COUNTY OF RIVERSIDE PER GRANT DEED,
 REC. 12/30/04, INST. NO. 2004-1036504, O.R.

LEGEND:

- EXISTING PARCEL LINE
- EXISTING SECTION LINE
- PROPOSED PARCEL LINE

KUC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

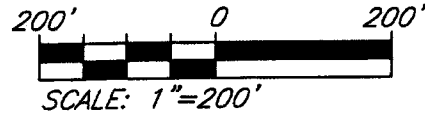
EXHIBIT "B"
 COUNTY OF RIVERSIDE TO
 CASTLE & COOKE COMMERCIAL-CA, INC.

SHEET 3 OF 4 SHEETS

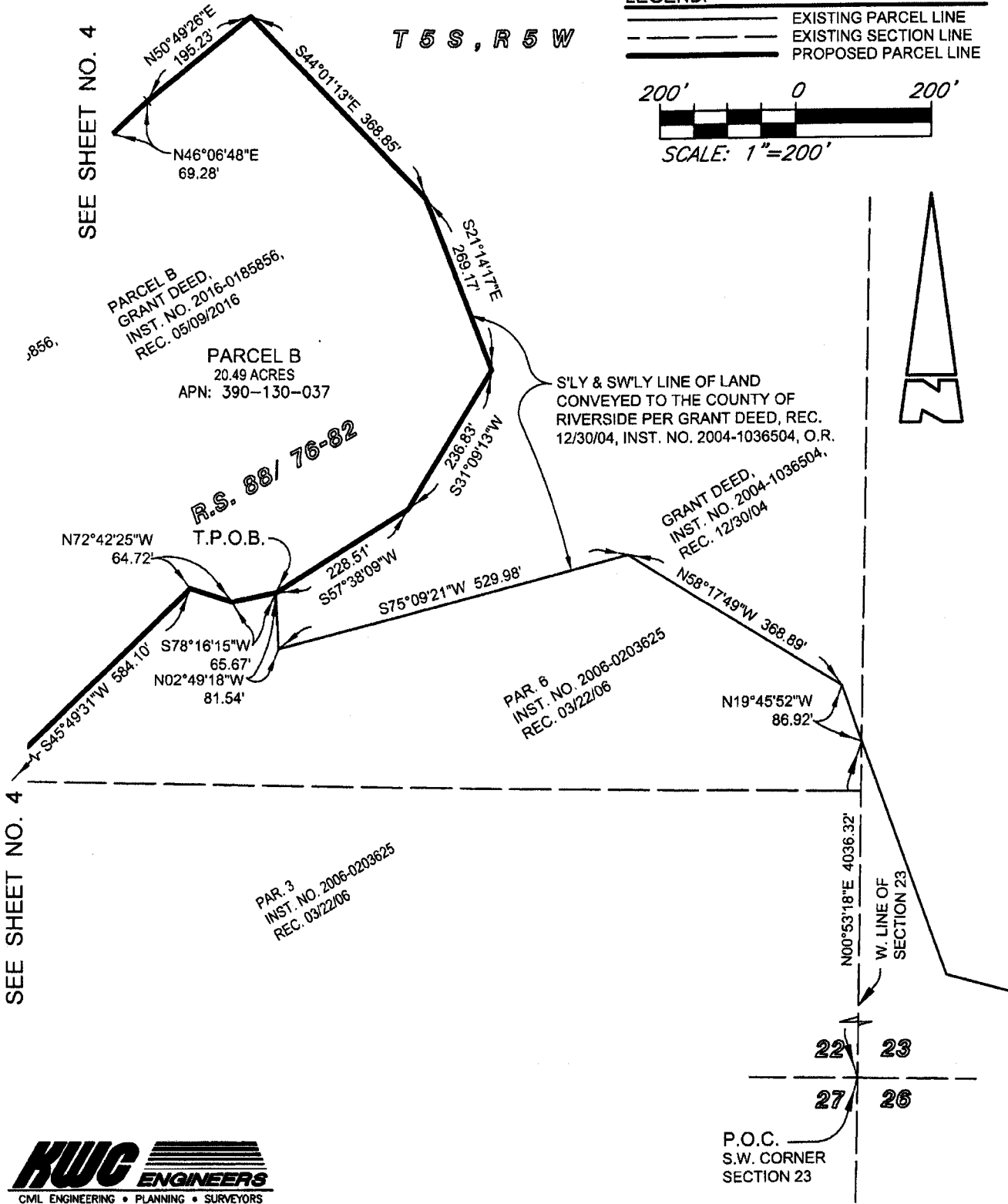
T 5 S , R 5 W

LEGEND:

-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



SEE SHEET NO. 4



SEE SHEET NO. 4

KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

P.O.C.
 S.W. CORNER
 SECTION 23

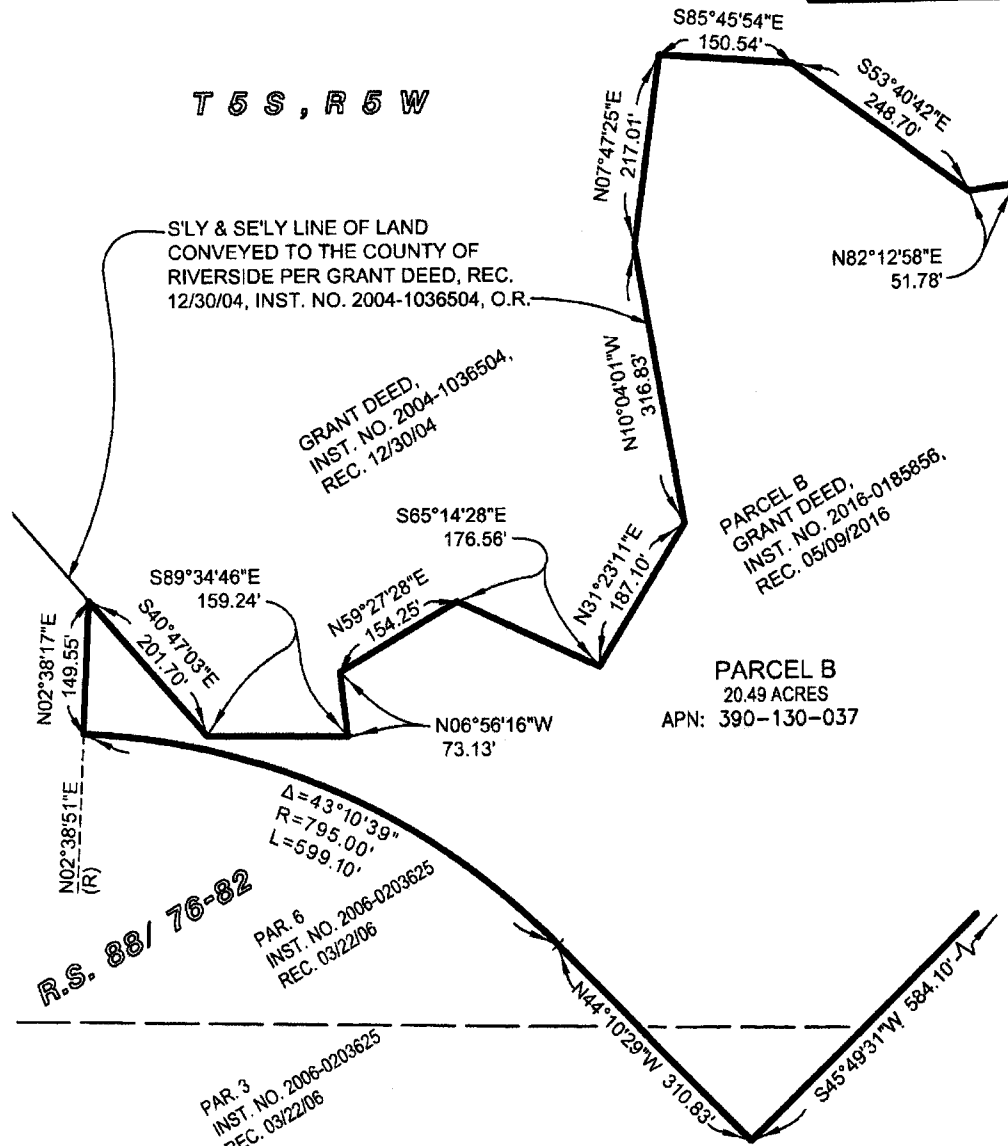
EXHIBIT "B"
 COUNTY OF RIVERSIDE TO
 CASTLE & COOKE COMMERCIAL-CA, INC.

SHEET 4 OF 4 SHEETS

LEGEND:

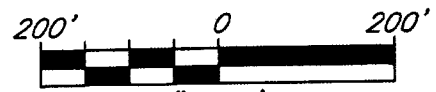
-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE

T 5 S, R 5 W



SEE SHEET NO. 3

SEE SHEET NO. 3



SCALE: 1"=200'



CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

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Attachment D
For Fee Conveyance to County of Riverside
Form of Grant Deed to Convey Fee Interest
Exhibits A and B: Legal Descriptions and Plat Maps

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, California 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 & 27383)

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

PROPERTY: Tri Valley Land Exchange
APNS: 389-080-060, 390-130-046, 390-130-047, 390-130-
048, 390-200-015, 390-200-017, 390-200-018,
390-210-024 and 390-130-048

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CASTLE & COOKE COMMERCIAL-CA, INC.**, a California corporation, as Grantor, Grants to **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, as Grantee, the real property in the County of Riverside, State of California, described as:

See Exhibits "A & B" attached hereto and made part hereof

Dated: _____

GRANTOR:

CASTLE & COOKE COMMERCIAL-CA, INC., a
California corporation

By: _____

Laura Whitaker
President

By: _____

Scott R. Thayer
Senior Vice President

COUNTY OF RIVERSIDE
CERTIFICATE OF ACCEPTANCE OF GRANT DEED
(APNS 389-080-060, 390-130-046, 390-130-047, 390-130-048, 390-200-015,
390-200-017, 390-200-018, 390-210-024)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from the **CASTLE & COOKE COMMERCIAL-CA, INC.**, a **California corporation**, to the **COUNTY OF RIVERSIDE**, a **political subdivision of the State of California**, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors for the County of Riverside pursuant to authority conferred by Resolution of the Board of Supervisors and the County of Riverside consents to recordation thereof by its duly authorized officer.

Dated: _____

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

By: _____
Chuck Washington, Chairman
Board of Supervisors

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: _____
Deputy

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)
)ss.
COUNTY OF _____)

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

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)
)ss.
COUNTY OF _____)

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

EXHIBIT "A"
LEGAL DESCRIPTION
OF
CASTLE & COOKE COMMERCIAL-CA, INC. TO
COUNTY OF RIVERSIDE

Parcel "A": APN'S: 390-200-018, 389-080-060

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Sections 23 and 26, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel A of Grant Deed to Castle & Cooke Commercial-CA, Inc., Recorded May 06, 2016 as Instrument No. 2016-0185548, of Official Records, also being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence east along the south line of said Section 23, South 89°04'59" East, a distance of 1042.70 feet to a point lying on the westerly line of said Instrument No. 2004-1036504, said point also being the **TRUE POINT OF BEGINNING**;

Thence northeasterly along said westerly line, North 41°37'29" East, a distance of 166.45 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 1745.00 feet, a radial bearing to said point bears South 85°30'24" East;

Thence southerly along said non-tangent curve, leaving said westerly line of said Instrument No. 2004-1036504, through a central angle of 18°56'26", an arc distance 576.86 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 23°26'02" West, a distance of 195.37 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 1045.00 feet;

Thence southwesterly along said tangent curve, through a central angle of 24°22'08", an arc distance of 444.46 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 47°48'10" West, a distance of 268.41 feet;

Thence South 11°20'01" West, a distance of 28.60 feet to a point lying on the northeasterly right of way of Nichols Road as dedicated per Instrument No. 2008-0482210, recorded September 02, 2008, of Official Records of said County;

Thence northwesterly along said northeasterly right of way, North 42°11'50" West, a distance of 254.20 feet to a point lying on said westerly line of Instrument No. 2004-1036504;

The following four (4) courses are along the westerly line of said Instrument No. 2004-1036504:

1. Thence northeasterly, leaving said northeasterly right of way, North 32°56'52" East, a distance of 425.57 feet;
2. Thence North 43°06'11" East, a distance of 169.95 feet;
3. Thence North 33°14'54" East, a distance of 320.81 feet;
4. Thence North 41°37'29" East, a distance of 322.66 feet to the **TRUE POINT OF BEGINNING.**

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 7.91 acres, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

PARCEL "B": APN'S: 390-130-048, 390-210-024, 390-200-015, 390-200-017

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Sections 22 and 23, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel B of Grant Deed to Castle & Cooke Commercial-CA, Inc., Recorded May 06, 2016 as Instrument No. 2016-0185548, of Official Records, also being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence north along the west line of said Section 23, North 00°53'18" East, a distance of 4036.32 feet to a point lying on the southwesterly line said Instrument No. 2004-1036504, said point also being the **TRUE POINT OF BEGINNING**;

The following five (5) courses are along the southerly, southwesterly and westerly lines of said Instrument No. 2004-1036504:

1. Thence North 19°45'52" West, a distance of 86.91 feet;
2. Thence North 58°17'49" West, a distance of 368.89 feet;
3. Thence South 75°09'21" West, a distance of 529.98 feet;
4. Thence North 02°49'18" West, a distance of 81.54 feet;
5. Thence North 57°38'09" East, a distance of 228.51 feet;

Thence northeasterly, leaving said westerly line of Instrument No. 2004-1036504, North 76°19'28" East, a distance of 124.91 feet;

Thence North 85°40'14" East, a distance of 184.05 feet;

Thence South 36°00'49" East, a distance of 139.07 feet;

Thence South 51°32'37" East, a distance of 53.43 feet;

Thence South 63°32'24" East, a distance of 218.06 feet;

Thence South 44°55'38" East, a distance of 82.30 feet;

Thence North 77°59'36" East, a distance of 245.09 feet;

Thence South 35°10'50" East, a distance of 110.65 feet;

Thence South 07°53'49" West, a distance of 96.34 feet;
Thence South 15°59'38" East, a distance of 33.14 feet;
Thence South 38°50'02" East, a distance of 111.07 feet;
Thence South 43°11'43" East, a distance of 105.85 feet;
Thence South 73°49'28" East, a distance of 220.27 feet;
Thence North 63°19'46" East, a distance of 201.76 feet;
Thence South 34°50'22" East, a distance of 241.54 feet;
Thence South 11°13'33" East, a distance of 28.41 feet;
Thence South 13°24'24" West, a distance of 78.25 feet;
Thence South 51°43'14" West, a distance of 50.50 feet;
Thence South 29°18'07" East, a distance of 43.81 feet;
Thence South 15°16'44" West, a distance of 45.58 feet;
Thence South 03°59'40" East, a distance of 48.14 feet;
Thence South 41°14'50" East, a distance of 115.25 feet;
Thence South 57°34'43" East, a distance of 61.68 feet;
Thence South 88°05'18" East, a distance of 127.48 feet;
Thence South 65°50'34" East, a distance of 52.57 feet;
Thence South 52°53'46" East, a distance of 70.10 feet;

Thence South 79°01'11" East, a distance of 72.19 feet to the beginning of a non-tangent curve, concave southeasterly and having a radius of 145.00 feet, a radial bearing to said point bears North 65°23'34" West;

Thence northeasterly along said non-tangent curve, through a central angle of 11°00'30", an arc distance of 27.86 feet to the beginning of a non-tangent line, a radial bearing to said point bears North 54°23'04" West;

Thence northeasterly along said non-tangent line, North 40°54'08" East, a distance of 83.38 feet;

Thence North 75°30'08" East, a distance of 67.11 feet;

Thence South 77°32'51" East, a distance of 74.84 feet;

Thence South 64°39'54" East, a distance of 104.95 feet;

Thence South 47°28'14" East, a distance of 97.29 feet;

Thence South 57°00'34" East, a distance of 26.28 feet to the beginning of a non-tangent curve, concave southwesterly and having a radius of 100.00 feet, a radial bearing to said point bears North 09°52'55" East;

Thence southeasterly along said non-tangent curve, through a central angle of 52°14'29", an arc distance of 91.18 feet to the beginning of a tangent line;

Thence southeasterly along said tangent line, South 27°52'35" East, a distance of 49.28 feet to the beginning of a tangent curve, concave westerly and having a radius of 70.00 feet;

Thence southeasterly along said tangent curve, through a central angle of 39°37'49", an arc distance of 48.42 feet to the beginning of a tangent line;

Thence southerly along said tangent line, South 11°45'13" West, a distance of 64.96 feet;

Thence South 38°41'11" West, a distance of 121.29 feet;

Thence South 10°40'02" East, a distance of 96.80 feet;

Thence South 32°18'15" East, a distance of 70.72 feet;

Thence South 41°24'37" East, a distance of 63.10 feet;

Thence South 32°29'56" East, a distance of 194.06 feet;

Thence South 68°55'29" East, a distance of 80.42 feet;

Thence South 62°26'58" East, a distance of 234.40 feet;

Thence South 03°48'43" West, a distance of 137.89 feet;

Thence South 49°17'06" West, a distance of 212.87 feet, to a point lying on the southerly line of said Instrument No. 2004-1036504;

The following twelve (12) courses are along the southerly and southwesterly line of said Instrument No. 2004-1036504:

1. Thence North 61°05'29" West, a distance of 211.00 feet;

2. Thence North 68°50'06" West, a distance of 440.81 feet;
3. Thence North 19°59'07" East, a distance of 397.34 feet;
4. Thence North 14°46'29" West, a distance of 134.01 feet;
5. Thence North 28°33'43" West, a distance of 306.17 feet;
6. Thence North 80°13'05" West, a distance of 472.02 feet;
7. Thence North 46°52'49" West, a distance of 124.75 feet;
8. Thence North 66°32'19" West, a distance of 110.04 feet;
9. Thence North 24°32'42" West, a distance of 109.26 feet;
10. Thence North 45°15'05" West, a distance of 282.27 feet;
11. Thence North 75°01'37" West, a distance of 447.21 feet;
12. Thence North 19°45'52" West, a distance of 363.48 feet to the **TRUE POINT OF BEGINNING.**

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 20.62 acres, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

PARCEL "C": APN:390-130-047

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 22, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel C of Grant Deed to Castle & Cooke Commercial-CA, Inc., Recorded May 06, 2016 as Instrument No. 2016-0185548, of Official Records, also being more particularly described as follows:

COMMENCING at the intersection of the southerly line of Temescal Wash and the easterly right of way of Lake Street, both as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence easterly along said southerly line of Temescal Wash, leaving said easterly right of way of Lake Street, South 79°56'03" East, a distance of 405.93 feet;

Thence easterly, continuing along said southerly line, South 78°16'26" East, a distance of 551.45 feet to the easterly line of the northeast Quarter of the northwest Quarter of Section 22;

Thence southerly along said easterly line, leaving said southerly line of Temescal Wash, South 01°06'02" West, a distance of 426.67 feet to a point lying on the southerly line of said Instrument No. 2004-1036504;

Thence easterly along said southerly line of Instrument No. 2004-1036504, leaving said easterly line, South 88°44'12" East, a distance of 257.04 feet to the **TRUE POINT OF BEGINNING**;

Thence easterly along the prolongation of said last course, leaving said southerly line of said Instrument No. 2004-1036504, South 88°44'12" East, a distance of 68.26 feet;

Thence South 24°12'55" East, a distance of 400.86 feet to a point lying on said southerly line of said Instrument No. 2004-1036504, of Official Records of said County;

Thence northwesterly along said southerly line North 40°47'03" West, a distance of 340.93;

Thence northwesterly, continuing along said southerly line, North 05°13'20" West, a distance of 109.40 feet to said **TRUE POINT OF BEGINNING**.

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath and beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 0.53 acres, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

PARCEL "D": APN: 390-130-046

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 22, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel D of Grant Deed to Castle & Cooke Commercial-CA, Inc., Recorded May 06, 2016 as Instrument No. 2016-0185548, of Official Records, also being more particularly described as follows:

COMMENCING at the intersection of the southerly line of Temescal Wash and the easterly right of way of Lake Street, both as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence easterly along said southerly line of Temescal Wash, leaving said easterly right of way of Lake Street, South 79°56'03" East, a distance of 405.93 feet;

Thence easterly, continuing along said southerly line, South 78°16'26" East, a distance of 551.45 feet to the easterly line of the northeast Quarter of the northwest Quarter of Section 22;

Thence southerly along said easterly line, leaving said southerly line Temescal Wash, South 01°06'02" West, a distance of 426.67 feet to a point lying on the southerly line of said Instrument No. 2004-1036504;

Thence westerly along the southerly line of said Instrument No. 2004-1036504, leaving said easterly line North 88°44'12" West, a distance of 46.17 feet to the **TRUE POINT OF BEGINNING**;

The following five (5) courses are along the southerly line of Instrument No. 2004-1036504:

1. Thence South $00^{\circ}07'21''$ West, a distance of 179.56 feet;
2. Thence South $88^{\circ}54'45''$ West, a distance of 216.92 feet;
3. Thence South $00^{\circ}45'26''$ West, a distance of 464.53 feet;
4. Thence South $85^{\circ}30'18''$ West, a distance of 59.88 feet;
5. Thence North $89^{\circ}28'41''$ West, a distance of 374.19 feet to a point lying on the easterly right of way of said Lake Street, said point also being the beginning of a non-tangent curve, concave easterly and having a radius of 1956.00 feet, a radial bearing to said point bears South $64^{\circ}15'46''$ West;

Thence northwesterly and northerly along said easterly right of way and said non-tangent curve, through a central angle of $19^{\circ}20'14''$, an arc distance of 660.15 feet to the beginning of a tangent line;

Thence northerly along said tangent line, continuing along said easterly right of way, North $06^{\circ}24'00''$ West, a distance of 152.46 feet;

Thence easterly leaving said easterly right of way, North $88^{\circ}38'01''$ East, a distance of 122.61 feet to the beginning of a tangent curve, concave southerly and having a radius of 600.00 feet;

Thence southeasterly along said curve, through a central angle of $13^{\circ}05'32''$, an arc distance of 137.10 feet to the beginning of a tangent line;

Thence easterly along said tangent line, South 78°16'24" East, a distance of 610.03 feet to said **TRUE POINT OF BEGINNING.**

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 10.74 acres, more or less.

As shown on exhibit "B", attached hereto and made a part hereof.

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS

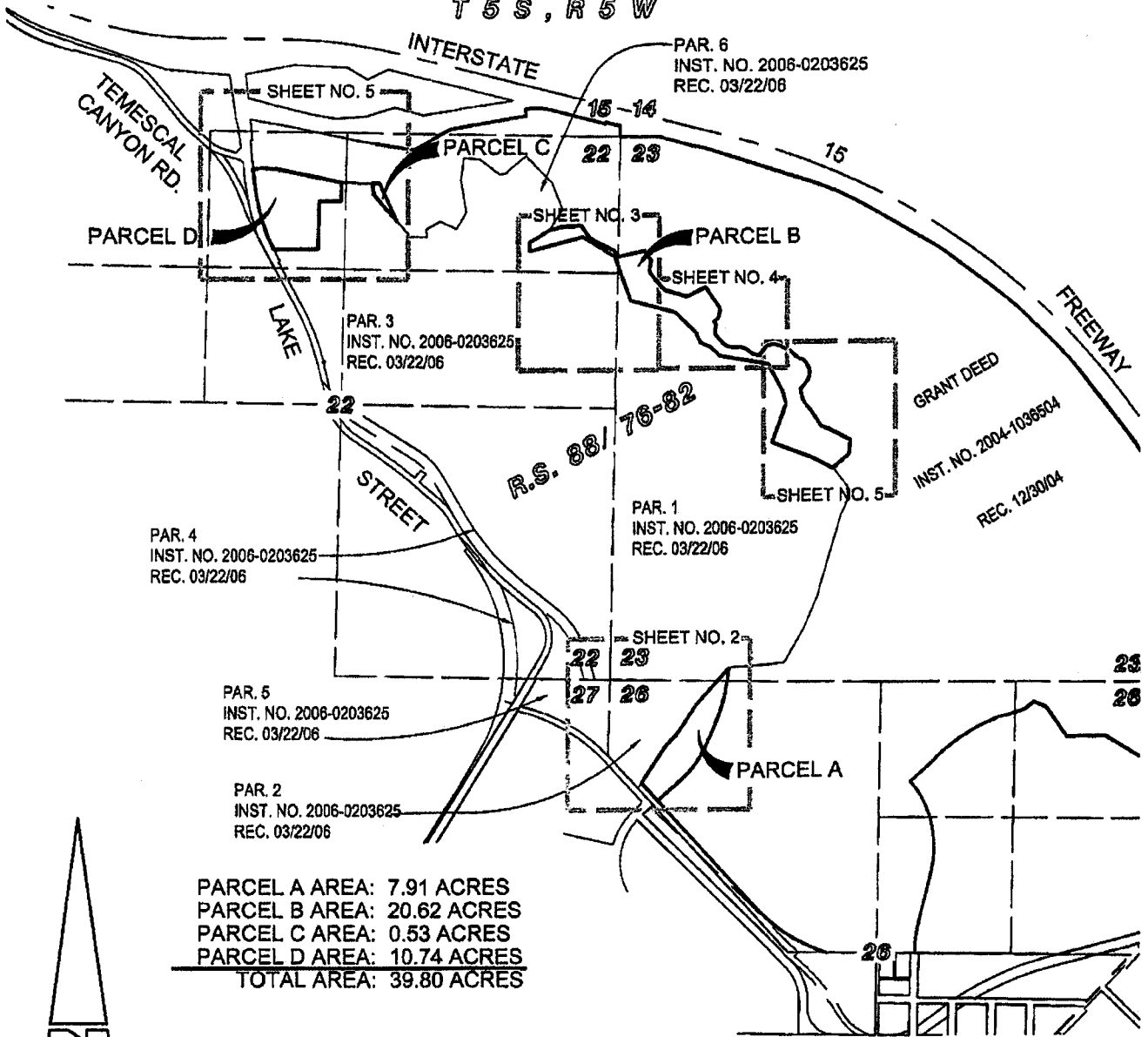


Thomas Caseldine 5-10-18
Thomas M. Caseldine Date
P.L.S. 9029

May 10, 2018
TMC/KWC/tmc
R:\07\1100\LEGALS\exchange reversal\Grant\1100 CC_RCA.docx

CASTLE & COOKE COMMERCIAL-CA, INC. TO
COUNTY OF RIVERSIDE

T 5 S , R 5 W



PAR. 3
INST. NO. 2006-0203625
REC. 03/22/06

PAR. 6
INST. NO. 2006-0203625
REC. 03/22/06

PAR. 4
INST. NO. 2006-0203625
REC. 03/22/06

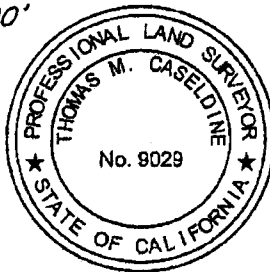
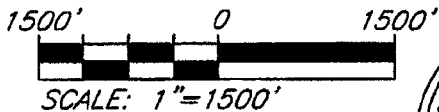
PAR. 1
INST. NO. 2006-0203625
REC. 03/22/06

PAR. 5
INST. NO. 2006-0203625
REC. 03/22/06

PAR. 2
INST. NO. 2006-0203625
REC. 03/22/06

GRANT DEED
INST. NO. 2004-1036504
REC. 12/30/04

PARCEL A AREA: 7.91 ACRES
PARCEL B AREA: 20.62 ACRES
PARCEL C AREA: 0.53 ACRES
PARCEL D AREA: 10.74 ACRES
TOTAL AREA: 39.80 ACRES



SHEET INDEX
SCALE: 1"=1500'

LEGEND:

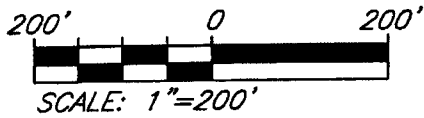
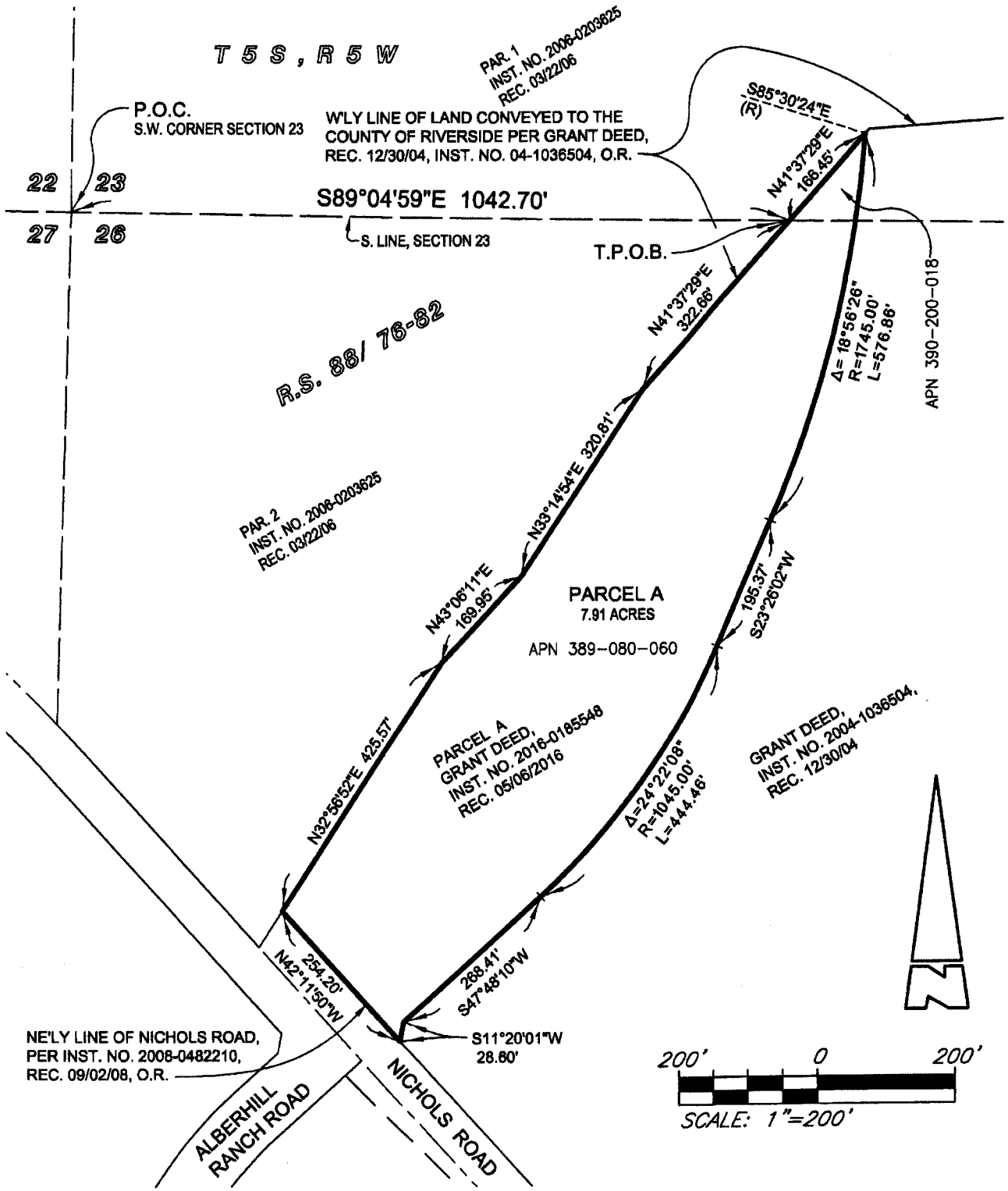
- EXISTING PARCEL LINE
- - - EXISTING SECTION LINE
- PROPOSED PARCEL LINE
- - - - - DETAIL SHEET BOUNDARY

KWC ENGINEERS
CIVIL ENGINEERING • PLANNING • SURVEYORS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA 92881-3370 • 951-734-2130

Thomas Caseldine 5-10-18
THOMAS M. CASELDINE DATE
L.S. 9029

EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

T 5 S , R 5 W



KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

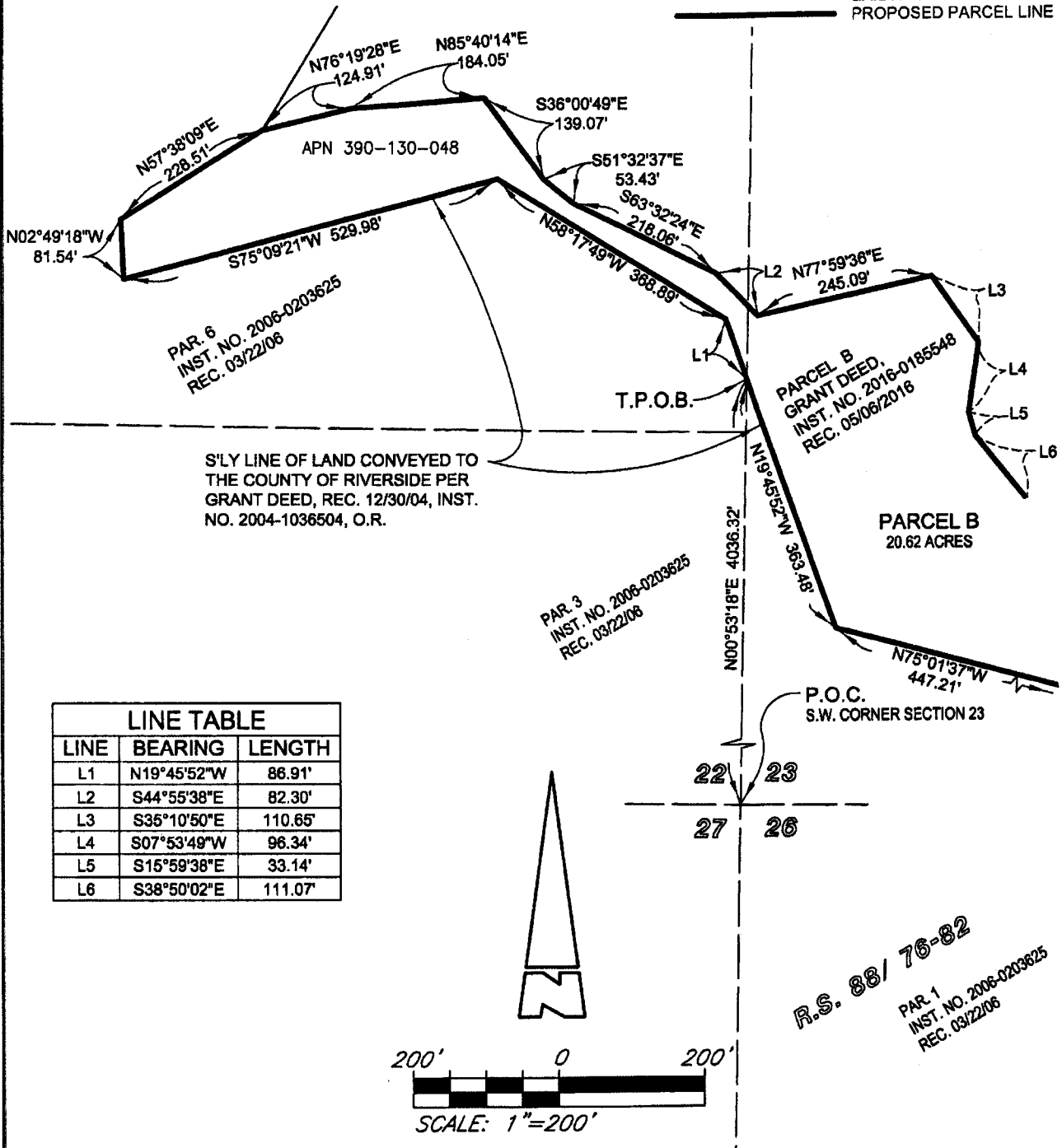
EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

SHEET 3 OF 6 SHEETS

T 5 S , R 5 W

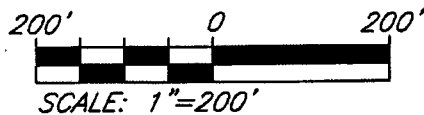
LEGEND:

-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



S'LY LINE OF LAND CONVEYED TO
 THE COUNTY OF RIVERSIDE PER
 GRANT DEED, REC. 12/30/04, INST.
 NO. 2004-1036504, O.R.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N19°45'52"W	86.91'
L2	S44°55'38"E	82.30'
L3	S35°10'50"E	110.65'
L4	S07°53'49"W	96.34'
L5	S15°59'38"E	33.14'
L6	S38°50'02"E	111.07'



SEE SHEET NO. 4

R.S. 88/76-82
 PAR. 1
 INST. NO. 2006-0203625
 REC. 03/22/06

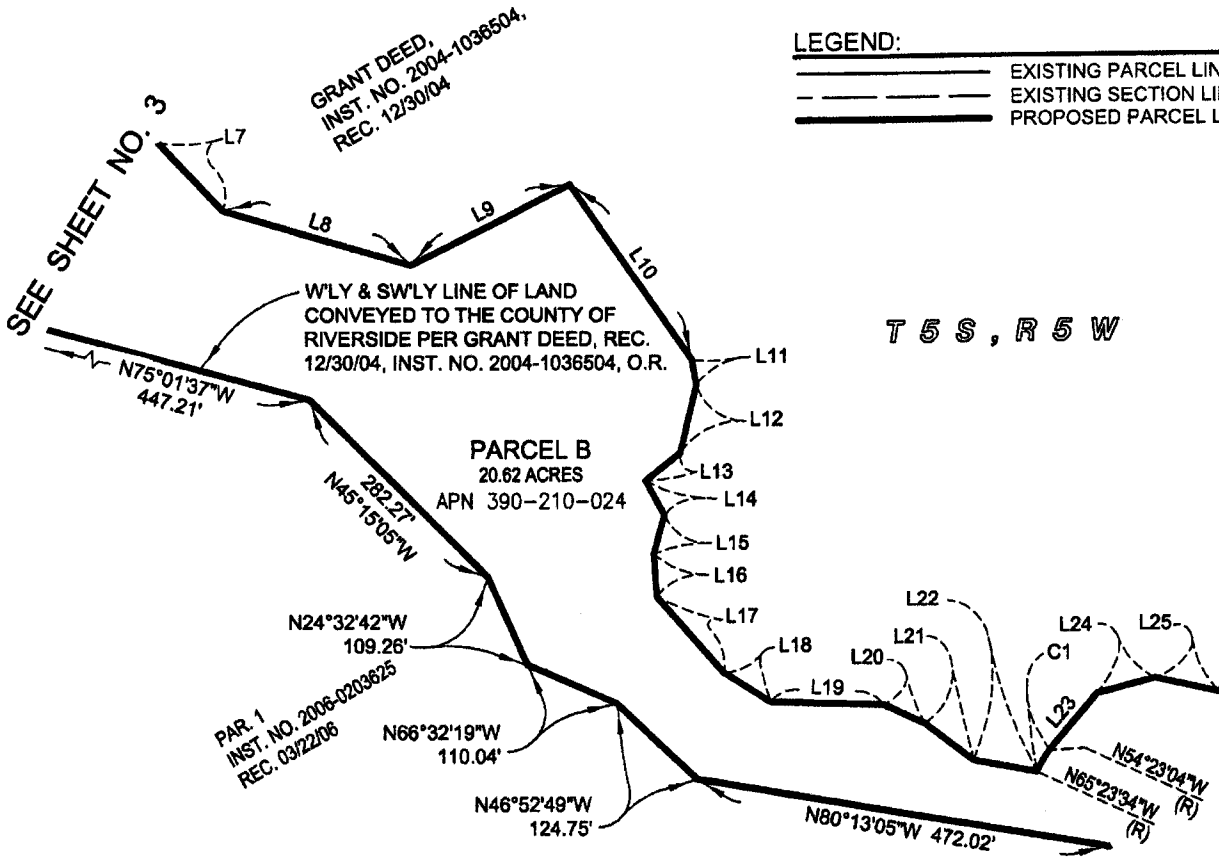
KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

SHEET 4 OF 6 SHEETS

LEGEND:

-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



LINE TABLE

LINE	BEARING	LENGTH
L7	S43°11'43"E	105.85'
L8	S73°49'28"E	220.27'
L9	N63°19'46"E	201.76'
L10	S34°50'22"E	241.54'
L11	S11°13'33"E	28.41'
L12	S13°24'24"W	78.25'
L13	S51°43'14"W	50.50'
L14	S29°18'07"E	43.81'
L15	S15°18'44"W	45.58'
L16	S03°59'40"E	48.14'
L17	S41°14'50"E	115.25'
L18	S57°34'43"E	61.68'
L19	S88°05'18"E	127.48'
L20	S65°50'34"E	52.57'
L21	S52°53'46"E	70.10'
L22	S79°01'11"E	72.19'
L23	N40°54'08"E	83.38'
L24	N75°30'08"E	67.11'
L25	S77°32'51"E	74.84'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	11°00'30"	145.00'	27.86'



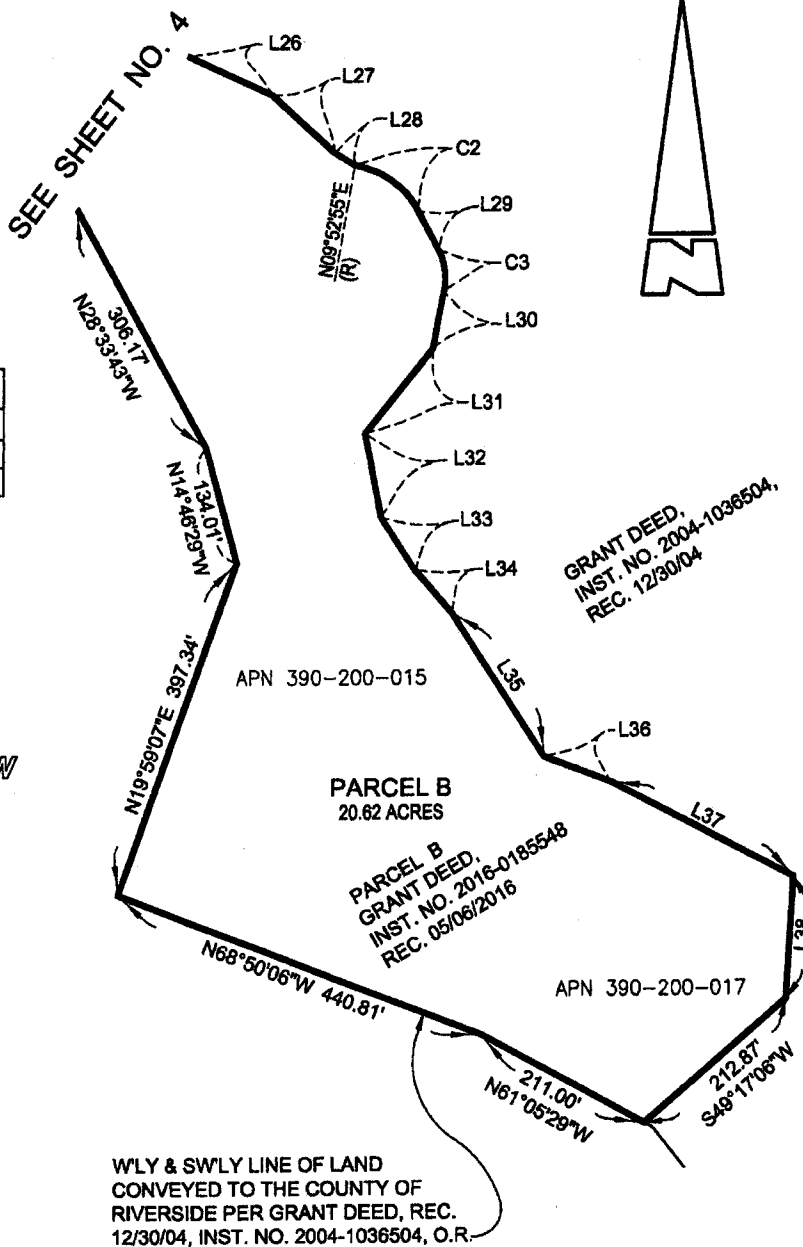
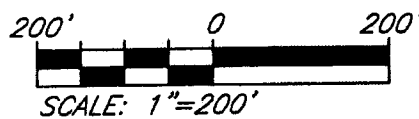
CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92681-3370 • 951-734-2130

EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

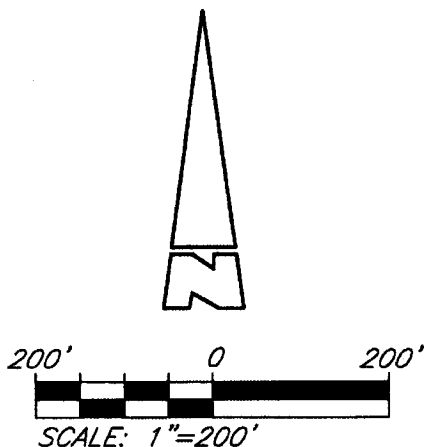
SHEET 5 OF 6 SHEETS

LINE TABLE		
LINE	BEARING	LENGTH
L26	S64°39'54"E	104.95'
L27	S47°28'14"E	97.29'
L28	S57°00'34"E	26.28'
L29	S27°52'35"E	49.28'
L30	S11°45'13"W	64.98'
L31	S38°41'11"W	121.29'
L32	S10°40'02"E	96.80'
L33	S32°18'15"E	70.72'
L34	S41°24'37"E	63.10'
L35	S32°29'56"E	194.06'
L36	S68°55'29"E	80.42'
L37	S62°26'58"E	234.40'
L38	S03°48'43"W	137.89'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	52°14'27"	100.00'	91.18'
C3	39°37'48"	70.00'	48.42'



T 5 S , R 5 W



KWC ENGINEERS

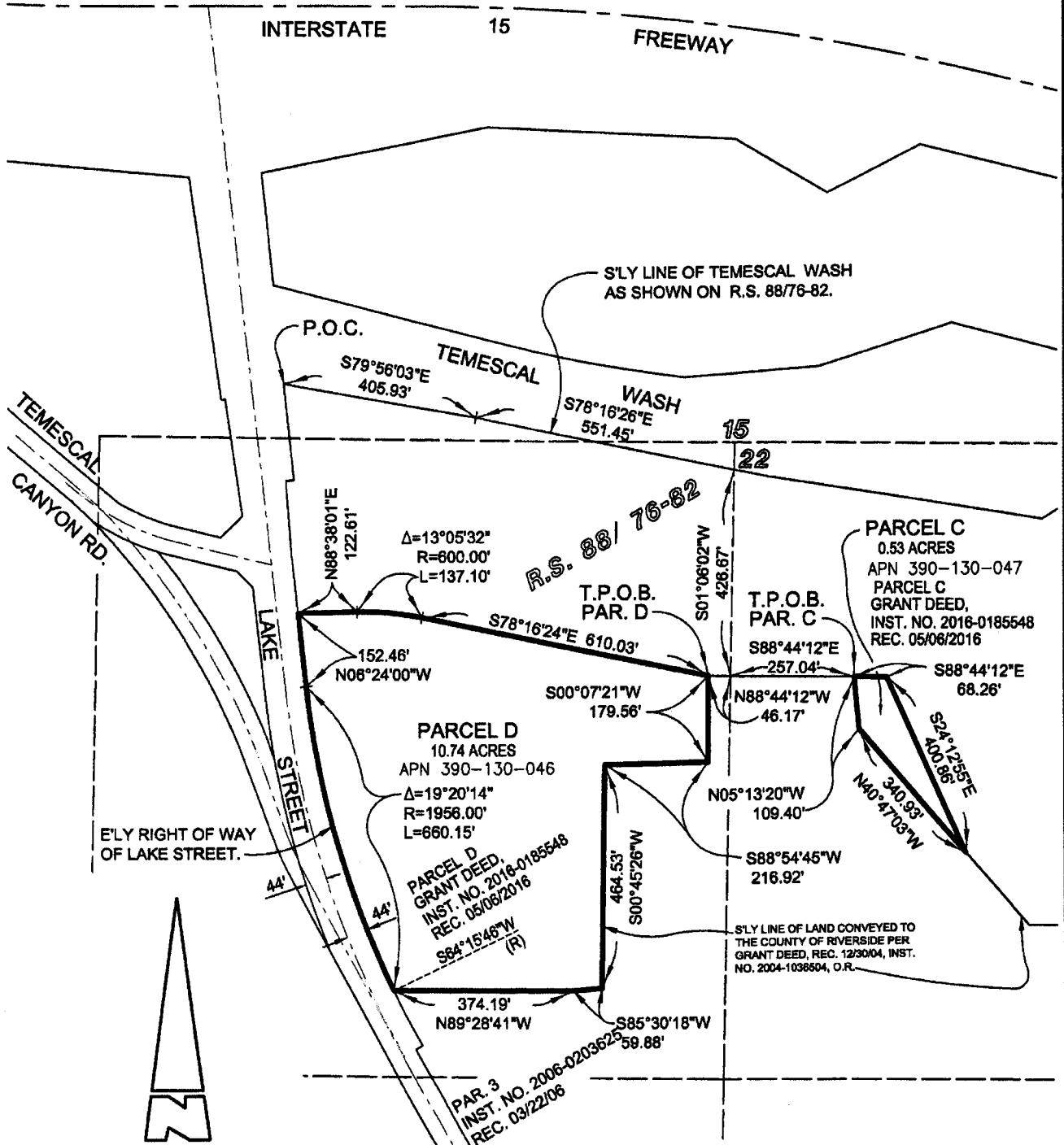
CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

LEGEND:
 ——— EXISTING PARCEL LINE
 - - - EXISTING SECTION LINE
 ——— PROPOSED PARCEL LINE

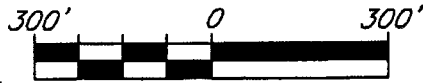
EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

SHEET 6 OF 6 SHEETS

T 5 S , R 5 W



CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130



SCALE: 1"=300'

1 RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

2 County of Riverside
3 Economic Development Agency
4 Real Estate Division
5 3403 10th Street, Suite 400
6 Riverside, California 92501

7 OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

8 APN(S): See Below; County of Riverside

9
10 **TERMINATION OF TEMPORARY OPERATIONS AND**
11 **PERMANENT MAINTENANCE EASEMENT AGREEMENTS**
12

13
14 This **TERMINATION OF TEMPORARY OPERATIONS AND PERMANENT**
15 **MAINTENANCE EASEMENT AGREEMENTS** (this "**Termination**") is made and given on the
16 12th day of June, 2018, by and between the County of Riverside, a political subdivision of
17 the State of California ("**County**"), whose present address is 4080 Lemon Street, 4th Floor, Riverside,
18 CA 92501 and the Castle & Cooke Commercial-CA, Inc., a California corporation ("**C&C**") whose
19 present address is One Dole Drive, Westlake Village, CA 91362. The County and C&C each constitute a
20 "**Party**" and collectively constitute the "**Parties**" to this Termination.

21 **RECITALS**

22 A. On December 30, 2004, County and T.T Group, Inc. ("**TTG**"), predecessor to C&C,
23 entered into that certain Temporary Operations and Permanent Maintenance Easement Agreement dated
24 December 30, 2004, recorded December 30, 2004 as Document No. 2004-1036505 in the Official
25 Records of Riverside County, California (the "**Original TOPME Agreement**") concerning TTG's real
26 property located south of Interstate 15, east of Lake Street and north of Nichols Road in the City of Lake
27 Elsinore, County of Riverside, State of California as more particularly described in Exhibit "B" attached
28 to said Original TOPME Agreement (the "**Original TTG Property**"). Under the Original TOPME

1 Agreement, County granted an easement over the County's property located adjacent to the Original TTG
2 Property which was more particularly described in Exhibit "A" to said Original TOPME Agreement (the
3 "**Original County Property**"). The Original TOPME Agreement granted said easement over that portion
4 of the Original County Property which portion thereof was described in Exhibit "C" attached to said
5 Original TOPME Agreement (the "**Original Easement Area**"), for purposes associated with the
6 development of the Original TTG Property; for protection of, routine maintenance, repair and replacement
7 of slopes; and for restoration or enhancement of habitats in satisfaction of certain restoration and
8 management plans approved by state and federal regulatory agencies.

9 B. On April 5, 2016, Minute Order No. 3-1, the County approved certain actions whereby the
10 County conveyed to C&C (then successor in title to TTG as to the Original TTG Property) an
11 approximate 40 acre portion of the Original County Property that was not required for county use, in
12 exchange for C&C's conveyance to County of an approximate 40 acre portion of the Original TTG
13 Property, and the County approved an Amended and Restated Temporary Operations and Permanent
14 Maintenance Easement Agreement, which amended and restated the Original TOPME Agreement (the
15 "**2016 Approvals**").

16 C. The Amended and Restated Temporary Operations and Permanent Maintenance Easement
17 Agreement which was approved by the County by the 2016 Approvals was entered into by and between
18 the County and C&C on April 5, 2016, and recorded on June 2, 2016, Instrument Number 2016-0226360
19 in the Official Records of Riverside County ("**Amended and Restated TOPME Agreement**"), thereby
20 amending, restating and replacing the Original TOPME Agreement.

21 D. The Amended and Restated TOPME Agreement granted an easement over the County's
22 reconfigured real property resulting from the 2016 Approvals, said real property being described in
23 Exhibit "A" attached to the Amended and Restated TOPME Agreement (the "**Reconfigured County**
24 **Property**") in favor of C&C's reconfigured real property resulting from the 2016 Approvals, said real
25 property being described in Exhibit "B" attached to the Amended and Restated TOPME Agreement (the
26 "**Reconfigured C&C Property**"). The Amended and Restated TOPME Agreement granted said easement
27 over that portion of the Reconfigured County Property which was described in Exhibit "C" attached to the
28 Amended and Restated TOPME Agreement (the "**Restated Easement Area**"), for purposes associated

1 with the development of the Reconfigured C&C Property.

2 E. C&C requested of the County and the County agreed to rescind its 2016 Approvals, and to
3 exchange the fee simple interests in real property described herein back to one another, so as to re-
4 establish the boundaries of the Reconfigured County Property and the Reconfigured C&C Property to
5 those boundaries which existed immediately prior to the 2016 Approvals. In addition, C&C and the
6 County agreed to terminate the Amended and Restated TOPME Agreement, and in order to avoid the
7 unintended result of the reinstatement of the Original TOPME Agreement upon the termination of the
8 Amended and Restated TOPME Agreement, C&C and the County have also agreed to terminate the
9 Original TOPME Agreement.

10 F. By Resolution No. 2018-116 adopted by County's Board of Supervisors, the County
11 rescinded the 2016 Approvals.

12 G. The County and C&C entered into that certain Real Estate Exchange Agreement and
13 Escrow Instructions dated June 12, 2018 (the "**Exchange Agreement**") which provided for the exchange
14 of the fee simple interests the parties desire to exchange to one another as stated above, for the execution,
15 delivery and recordation of documents required therefor, and for the execution, delivery and recordation
16 of this Termination, with the values of the lands being exchanged between C&C and the County being
17 approximately the same.

18 H. The County and C&C desire to enter into, execute deliver and record this Termination in
19 order to terminate the Amended and Restated TOPME Agreement and the Original TOMPE Agreement,
20 and all rights, title and interests of the parties thereunder.

21
22 **NOW, THEREFORE**, in consideration of the foregoing promises, and for good and valuable
23 consideration, the sufficiency of which is acknowledged, the County and the C&C agree as follows:

24
25 1. Termination of TOPMEA.

26 (a) County and C&C, as the owners of all of the lands benefitted and burdened by the
27 Amended and Restated TOPME Agreement, hereby terminate, now and forever, the Amended and
28 Restated TOPME Agreement. This Termination shall be binding upon and shall inure to the benefit of the

1 County, C&C, and each and all of their respective successors and assigns. As a result of this Termination,
2 (i) the Reconfigured County Property as described hereinabove shall no longer be burdened by the
3 Amended and Restated TOPME Agreement, (ii) the Reconfigured C&C Property as described
4 hereinabove shall no longer be benefitted by the Amended and Restated TOPME Agreement, and (iii)
5 neither the County nor C&C, nor any of their respective successors or assigns shall have any further
6 rights, title, interests, benefits, burdens or obligations under the Amended and Restated TOPME
7 Agreement. The Termination will remove the above referenced benefits and burdens as it relates to the
8 Amended and Restated TOPME Agreement from the land with Assessor's Parcel Numbers 389-080-059,
9 390-200-013, 390-200-016, 390-200-014, 390-210-023, 390-130-045, and 390-130-037.

10 (b) County and C&C, as the owners of all of the lands benefitted and burdened by the
11 Original TOPME Agreement hereby terminate, now and forever, the Original TOPME Agreement. This
12 Termination shall be binding upon and shall inure to the benefit of the County, C&C and each and all of
13 their respective successors and assigns. As a result of this Termination, (i) the Original County Property
14 as described hereinabove shall no longer be burdened by the Original TOPME Agreement, (ii) the
15 Original TTG Property as described hereinabove shall no longer be benefitted by the Original TOPME
16 Agreement, and (iii) neither the County nor C&C, nor any of their respective successors or assigns shall
17 have any further rights, title, interests, benefits, burdens or obligations under the Original TOPME
18 Agreement. The Termination will remove the above referenced benefits and burdens as it relates to the
19 Original TOPME Agreement from the land with Assessor's Parcel Numbers 389-080-060, 390-200-017,
20 390-200-015, 390-210-024, 390-130-048, 390-130-047, 390-130-046 , 389-080-059, 390-200-016, 390-
21 210-023, and 390-130-045.

22 (c) Notwithstanding anything to the contrary contained in this Termination, C&C shall
23 defend, indemnify and hold harmless County, and its agents, officers, members, officials (elected or
24 appointed), managers, employees, attorneys, contractors and affiliated and related entities from and
25 against any and all claims, actions, causes of action, liabilities, losses, suits, damages, expenses or costs of
26 any kind whatsoever, including attorneys' fees and court costs, to the extent caused by negligent acts of
27 C&C, its agents, contractors, subcontractors, consultants and employees on the Original County Property
28 and/or the Reconfigured County Property, in connection with the "Ancillary Operations" contemplated in

1 the Original TOPME Agreement and Amended and Restated TOPME Agreement, whether such claims
2 have arisen or arise prior to or after the effective date of this Termination, and until such time that the
3 statute of limitations has expired for any such claims.

4 (d) Notwithstanding this Termination, the rights and obligations under the Exchange
5 Agreement entered into between the Parties shall continue in full force and effect until the Parties have
6 fully performed all obligations thereunder and any statute of limitations have run for claims that may be
7 filed against the County.

8 (e) The Parties acknowledge and agree that the termination of the Amended and Restated
9 TOPME Agreement and Original TOPME Agreement will remove said encumbrances from title to all of
10 C&C's and County's real property interests and neither County nor C&C, nor any of their successors or
11 assigns shall have any further rights or obligations under said agreements.

12 2. Effective Date. This Termination shall be effective immediately upon full execution of
13 this Termination.

14 3. Miscellaneous.

15 3.1 Governing Law. This Termination is made and given in the State of California and
16 will be governed by the laws of the State of California without resort to choice of law principles.

17 3.2 Conditions. This Termination will confer no rights and will impose no obligations
18 on the County or C&C beyond those expressly provided in this Termination and the Exchange
19 Agreement.


20
21 [Signature Provisions on Following Page]
22
23
24
25
26
27
28

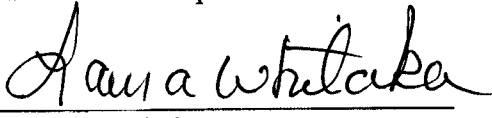
1 3.3 Severability. If any agreement, covenant, or term of this Termination is held by a
2 court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, all agreements,
3 covenants, and terms of this Termination not held invalid, void, or enforceable will continue in full force
4 and effect and will in no way be affected, impaired, or invalidated thereby.

5 **IN WITNESS WHEREOF**, the County and the C&C have signed this Termination by its duly
6 authorized representatives.

7
8 COUNTY OF RIVERSIDE, a political
subdivision of the State of California

CASTLE & COOKE COMMERCIAL-CA,
INC., a California corporation

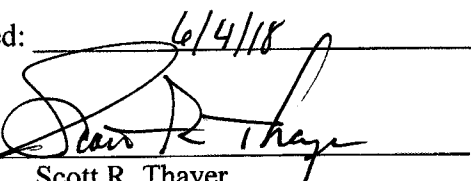
9
10 By: 
11 Chuck Washington, Chairman
Board of Supervisors

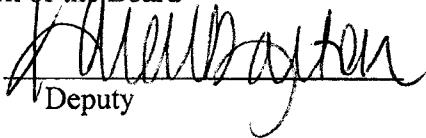
By: 
Laura Whitaker
President

12 Dated: JUN 12 2018

Dated: 6/4/18

13
14 **ATTEST:**
15 Kecia Harper-Ihem
16 Clerk of the Board

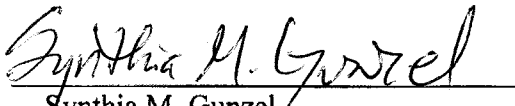
By: 
Scott R. Thayer
Senior Vice President

17 By: 
18 Deputy

Dated: 6/4/18

19 (Seal)

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

23 By: 
24 Cynthia M. Gunzel
25 Chief Deputy County Counsel
26
27
28

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)
)ss.
COUNTY OF KERN)

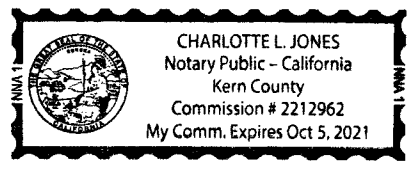
On June 4, 2018, before me, Charlotte L. Jones, Notary Public, personally appeared Laura Whitaker and Scott R. Thayer, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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



Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, California 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 & 27383)

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

PROPERTY: Tri Valley Land Exchange
APNS: 389-080-060, 390-130-046, 390-130-047, 390-130-
048, 390-200-015, 390-200-017, 390-200-018,
390-210-024 and 390-130-048

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CASTLE & COOKE COMMERCIAL-CA, INC.**, a **California corporation**, as Grantor, Grants to **COUNTY OF RIVERSIDE**, a **political subdivision of the State of California**, as Grantee, the real property in the County of Riverside, State of California, described as:

See **Exhibits "A & B"** attached hereto and made part hereof

Dated: _____

GRANTOR:

CASTLE & COOKE COMMERCIAL-CA, INC., a
California corporation

By: _____
Laura Whitaker
President

By: _____
Scott R. Thayer
Senior Vice President

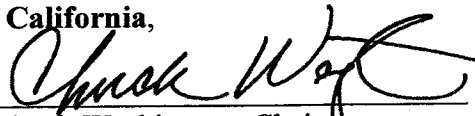
JUN 12 2018 3.17

COUNTY OF RIVERSIDE
CERTIFICATE OF ACCEPTANCE OF GRANT DEED
(APNS 389-080-060, 390-130-046, 390-130-047, 390-130-048, 390-200-015,
390-200-017, 390-200-018, 390-210-024)

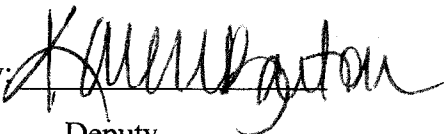
This is to certify that the interest in real property conveyed by the Grant Deed dated June 12, 2018 from the **CASTLE & COOKE COMMERCIAL-CA, INC., a California corporation**, to the **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors for the County of Riverside pursuant to authority conferred by Resolution of the Board of Supervisors and the County of Riverside consents to recordation thereof by its duly authorized officer.

Dated: June 12, 2018

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

By: 
Chuck Washington, Chairman
Board of Supervisors

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: 
Deputy

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 5-31-18
SYNTHIA M. GUNZEL DATE

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)
)ss.
COUNTY OF _____)

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

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)
)ss.
COUNTY OF _____)

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

EXHIBIT "A"
LEGAL DESCRIPTION
OF
CASTLE & COOKE COMMERCIAL-CA, INC. TO
COUNTY OF RIVERSIDE

Parcel "A": APN'S: 390-200-018, 389-080-060

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Sections 23 and 26, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel A of Grant Deed to Castle & Cooke Commercial-CA, Inc., Recorded May 06, 2016 as Instrument No. 2016-0185548, of Official Records, also being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence east along the south line of said Section 23, South 89°04'59" East, a distance of 1042.70 feet to a point lying on the westerly line of said Instrument No. 2004-1036504, said point also being the **TRUE POINT OF BEGINNING**;

Thence northeasterly along said westerly line, North 41°37'29" East, a distance of 166.45 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 1745.00 feet, a radial bearing to said point bears South 85°30'24" East;

Thence southerly along said non-tangent curve, leaving said westerly line of said Instrument No. 2004-1036504, through a central angle of 18°56'26", an arc distance 576.86 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 23°26'02" West, a distance of 195.37 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 1045.00 feet;

Thence southwesterly along said tangent curve, through a central angle of 24°22'08", an arc distance of 444.46 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 47°48'10" West, a distance of 268.41 feet;

Thence South 11°20'01" West, a distance of 28.60 feet to a point lying on the northeasterly right of way of Nichols Road as dedicated per Instrument No. 2008-0482210, recorded September 02, 2008, of Official Records of said County;

Thence northwesterly along said northeasterly right of way, North 42°11'50" West, a distance of 254.20 feet to a point lying on said westerly line of Instrument No. 2004-1036504;

The following four (4) courses are along the westerly line of said Instrument No. 2004-1036504:

1. Thence northeasterly, leaving said northeasterly right of way, North 32°56'52" East, a distance of 425.57 feet;
2. Thence North 43°06'11" East, a distance of 169.95 feet;
3. Thence North 33°14'54" East, a distance of 320.81 feet;
4. Thence North 41°37'29" East, a distance of 322.66 feet to the **TRUE POINT OF BEGINNING.**

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 7.91 acres, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

PARCEL "B": APN'S: 390-130-048, 390-210-024, 390-200-015, 390-200-017

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Sections 22 and 23, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel B of Grant Deed to Castle & Cooke Commercial-CA, Inc., Recorded May 06, 2016 as Instrument No. 2016-0185548, of Official Records, also being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence north along the west line of said Section 23, North 00°53'18" East, a distance of 4036.32 feet to a point lying on the southwesterly line said Instrument No. 2004-1036504, said point also being the **TRUE POINT OF BEGINNING**;

The following five (5) courses are along the southerly, southwesterly and westerly lines of said Instrument No. 2004-1036504:

1. Thence North 19°45'52" West, a distance of 86.91 feet;
2. Thence North 58°17'49" West, a distance of 368.89 feet;
3. Thence South 75°09'21" West, a distance of 529.98 feet;
4. Thence North 02°49'18" West, a distance of 81.54 feet;
5. Thence North 57°38'09" East, a distance of 228.51 feet;

Thence northeasterly, leaving said westerly line of Instrument No. 2004-1036504, North 76°19'28" East, a distance of 124.91 feet;

Thence North 85°40'14" East, a distance of 184.05 feet;

Thence South 36°00'49" East, a distance of 139.07 feet;

Thence South 51°32'37" East, a distance of 53.43 feet;

Thence South 63°32'24" East, a distance of 218.06 feet;

Thence South 44°55'38" East, a distance of 82.30 feet;

Thence North 77°59'36" East, a distance of 245.09 feet;

Thence South 35°10'50" East, a distance of 110.65 feet;

Thence South 07°53'49" West, a distance of 96.34 feet;

Thence South 15°59'38" East, a distance of 33.14 feet;

Thence South 38°50'02" East, a distance of 111.07 feet;

Thence South 43°11'43" East, a distance of 105.85 feet;

Thence South 73°49'28" East, a distance of 220.27 feet;

Thence North 63°19'46" East, a distance of 201.76 feet;

Thence South 34°50'22" East, a distance of 241.54 feet;

Thence South 11°13'33" East, a distance of 28.41 feet;

Thence South 13°24'24" West, a distance of 78.25 feet;

Thence South 51°43'14" West, a distance of 50.50 feet;

Thence South 29°18'07" East, a distance of 43.81 feet;

Thence South 15°16'44" West, a distance of 45.58 feet;

Thence South 03°59'40" East, a distance of 48.14 feet;

Thence South 41°14'50" East, a distance of 115.25 feet;

Thence South 57°34'43" East, a distance of 61.68 feet;

Thence South 88°05'18" East, a distance of 127.48 feet;

Thence South 65°50'34" East, a distance of 52.57 feet;

Thence South 52°53'46" East, a distance of 70.10 feet;

Thence South 79°01'11" East, a distance of 72.19 feet to the beginning of a non-tangent curve, concave southeasterly and having a radius of 145.00 feet, a radial bearing to said point bears North 65°23'34" West;

Thence northeasterly along said non-tangent curve, through a central angle of 11°00'30", an arc distance of 27.86 feet to the beginning of a non-tangent line, a radial bearing to said point bears North 54°23'04" West;

Thence northeasterly along said non-tangent line, North 40°54'08" East, a distance of 83.38 feet;

Thence North 75°30'08" East, a distance of 67.11 feet;

Thence South 77°32'51" East, a distance of 74.84 feet;

Thence South 64°39'54" East, a distance of 104.95 feet;

Thence South 47°28'14" East, a distance of 97.29 feet;

Thence South 57°00'34" East, a distance of 26.28 feet to the beginning of a non-tangent curve, concave southwesterly and having a radius of 100.00 feet, a radial bearing to said point bears North 09°52'55" East;

Thence southeasterly along said non-tangent curve, through a central angle of 52°14'29", an arc distance of 91.18 feet to the beginning of a tangent line;

Thence southeasterly along said tangent line, South 27°52'35" East, a distance of 49.28 feet to the beginning of a tangent curve, concave westerly and having a radius of 70.00 feet;

Thence southeasterly along said tangent curve, through a central angle of 39°37'49", an arc distance of 48.42 feet to the beginning of a tangent line;

Thence southerly along said tangent line, South 11°45'13" West, a distance of 64.96 feet;

Thence South 38°41'11" West, a distance of 121.29 feet;

Thence South 10°40'02" East, a distance of 96.80 feet;

Thence South 32°18'15" East, a distance of 70.72 feet;

Thence South 41°24'37" East, a distance of 63.10 feet;

Thence South 32°29'56" East, a distance of 194.06 feet;

Thence South 68°55'29" East, a distance of 80.42 feet;

Thence South 62°26'58" East, a distance of 234.40 feet;

Thence South 03°48'43" West, a distance of 137.89 feet;

Thence South 49°17'06" West, a distance of 212.87 feet, to a point lying on the southerly line of said Instrument No. 2004-1036504;

The following twelve (12) courses are along the southerly and southwesterly line of said Instrument No. 2004-1036504:

1. Thence North 61°05'29" West, a distance of 211.00 feet;

2. Thence North 68°50'06" West, a distance of 440.81 feet;
3. Thence North 19°59'07" East, a distance of 397.34 feet;
4. Thence North 14°46'29" West, a distance of 134.01 feet;
5. Thence North 28°33'43" West, a distance of 306.17 feet;
6. Thence North 80°13'05" West, a distance of 472.02 feet;
7. Thence North 46°52'49" West, a distance of 124.75 feet;
8. Thence North 66°32'19" West, a distance of 110.04 feet;
9. Thence North 24°32'42" West, a distance of 109.26 feet;
10. Thence North 45°15'05" West, a distance of 282.27 feet;
11. Thence North 75°01'37" West, a distance of 447.21 feet;
12. Thence North 19°45'52" West, a distance of 363.48 feet to the **TRUE POINT OF BEGINNING.**

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 20.62 acres, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

PARCEL "C": APN:390-130-047

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 22, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel C of Grant Deed to Castle & Cooke Commercial-CA, Inc., Recorded May 06, 2016 as Instrument No. 2016-0185548, of Official Records, also being more particularly described as follows:

COMMENCING at the intersection of the southerly line of Temescal Wash and the easterly right of way of Lake Street, both as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence easterly along said southerly line of Temescal Wash, leaving said easterly right of way of Lake Street, South 79°56'03" East, a distance of 405.93 feet;

Thence easterly, continuing along said southerly line, South 78°16'26" East, a distance of 551.45 feet to the easterly line of the northeast Quarter of the northwest Quarter of Section 22;

Thence southerly along said easterly line, leaving said southerly line of Temescal Wash, South 01°06'02" West, a distance of 426.67 feet to a point lying on the southerly line of said Instrument No. 2004-1036504;

Thence easterly along said southerly line of Instrument No. 2004-1036504, leaving said easterly line, South 88°44'12" East, a distance of 257.04 feet to the **TRUE POINT OF BEGINNING**;

Thence easterly along the prolongation of said last course, leaving said southerly line of said Instrument No. 2004-1036504, South 88°44'12" East, a distance of 68.26 feet;

Thence South 24°12'55" East, a distance of 400.86 feet to a point lying on said southerly line of said Instrument No. 2004-1036504, of Official Records of said County;

Thence northwesterly along said southerly line North 40°47'03" West, a distance of 340.93;

Thence northwesterly, continuing along said southerly line, North 05°13'20" West, a distance of 109.40 feet to said **TRUE POINT OF BEGINNING**.

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 0.53 acres, more or less.

As shown on Exhibit "B", attached hereto and made a part hereof.

PARCEL "D": APN: 390-130-046

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 22, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being Parcel D of Grant Deed to Castle & Cooke Commercial-CA, Inc., Recorded May 06, 2016 as Instrument No. 2016-0185548, of Official Records, also being more particularly described as follows:

COMMENCING at the intersection of the southerly line of Temescal Wash and the easterly right of way of Lake Street, both as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence easterly along said southerly line of Temescal Wash, leaving said easterly right of way of Lake Street, South 79°56'03" East, a distance of 405.93 feet;

Thence easterly, continuing along said southerly line, South 78°16'26" East, a distance of 551.45 feet to the easterly line of the northeast Quarter of the northwest Quarter of Section 22;

Thence southerly along said easterly line, leaving said southerly line Temescal Wash, South 01°06'02" West, a distance of 426.67 feet to a point lying on the southerly line of said Instrument No. 2004-1036504;

Thence westerly along the southerly line of said Instrument No. 2004-1036504, leaving said easterly line North 88°44'12" West, a distance of 46.17 feet to the **TRUE POINT OF BEGINNING**;

The following five (5) courses are along the southerly line of Instrument No. 2004-1036504:

1. Thence South $00^{\circ}07'21''$ West, a distance of 179.56 feet;
2. Thence South $88^{\circ}54'45''$ West, a distance of 216.92 feet;
3. Thence South $00^{\circ}45'26''$ West, a distance of 464.53 feet;
4. Thence South $85^{\circ}30'18''$ West, a distance of 59.88 feet;
5. Thence North $89^{\circ}28'41''$ West, a distance of 374.19 feet to a point lying on the easterly right of way of said Lake Street, said point also being the beginning of a non-tangent curve, concave easterly and having a radius of 1956.00 feet, a radial bearing to said point bears South $64^{\circ}15'46''$ West;

Thence northwesterly and northerly along said easterly right of way and said non-tangent curve, through a central angle of $19^{\circ}20'14''$, an arc distance of 660.15 feet to the beginning of a tangent line;

Thence northerly along said tangent line, continuing along said easterly right of way, North $06^{\circ}24'00''$ West, a distance of 152.46 feet;

Thence easterly leaving said easterly right of way, North $88^{\circ}38'01''$ East, a distance of 122.61 feet to the beginning of a tangent curve, concave southerly and having a radius of 600.00 feet;

Thence southeasterly along said curve, through a central angle of $13^{\circ}05'32''$, an arc distance of 137.10 feet to the beginning of a tangent line;

Thence easterly along said tangent line, South 78°16'24" East, a distance of 610.03 feet to said **TRUE POINT OF BEGINNING.**

Excepting all oil, oil rights, minerals, mineral rights, coal and clay deposits, natural gas rights, other hydrocarbons, and geothermal deposits or resources by whatsoever name known, that may be within or under the said land and that have not heretofore been reserved of record by or conveyed of record to others, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the lands hereinabove described, as reserved in the Deed recorded September 29, 1989 as Instrument No. 337562, Official Records.

Containing 10.74 acres, more or less.

As shown on exhibit "B", attached hereto and made a part hereof.

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS

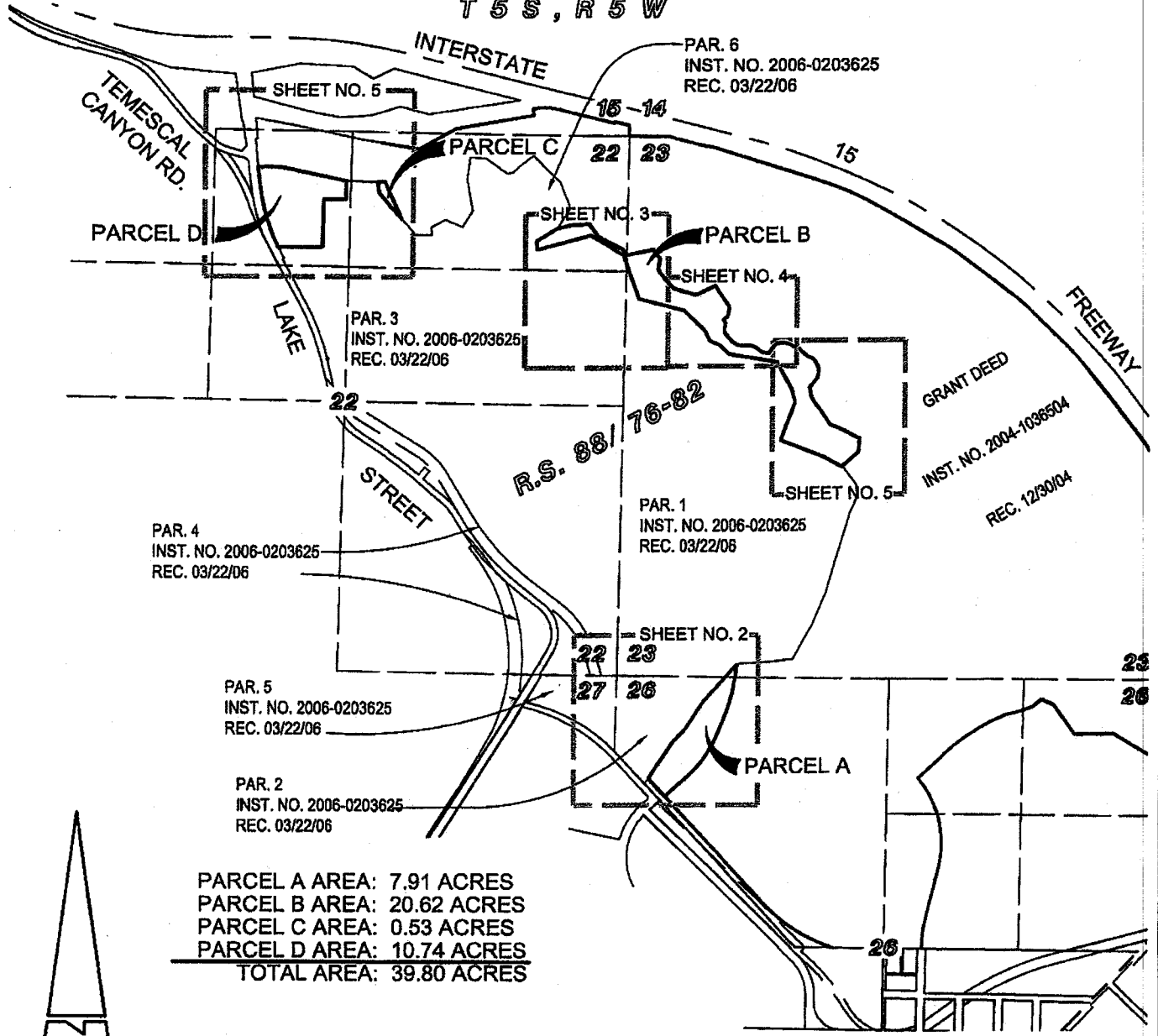
Thomas Caseldine 5-10-18
Thomas M. Caseldine Date
P.L.S. 9029



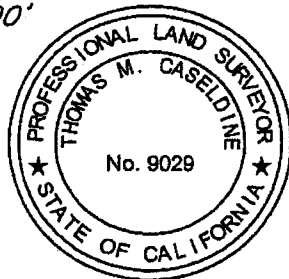
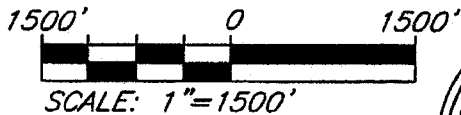
May 10, 2018
TMC/KWC/tmc
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CASTLE & COOKE COMMERCIAL-CA, INC. TO
COUNTY OF RIVERSIDE

T 5 S , R 5 W



PARCEL A AREA: 7.91 ACRES
 PARCEL B AREA: 20.62 ACRES
 PARCEL C AREA: 0.53 ACRES
 PARCEL D AREA: 10.74 ACRES
 TOTAL AREA: 39.80 ACRES



SHEET INDEX
 SCALE: 1"=1500'

LEGEND:

- EXISTING PARCEL LINE
- - - EXISTING SECTION LINE
- PROPOSED PARCEL LINE
- - - DETAIL SHEET BOUNDARY

KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

Thomas Caseldine 5-10-18
 THOMAS M. CASELDINE DATE
 L.S. 9029

EXHIBIT "B"
CASTLE & COOKE COMMERCIAL-CA, INC. TO
COUNTY OF RIVERSIDE

T 5 S , R 5 W

PAR. 1
INST. NO. 2006-0203625
REC. 03/22/06

P.O.C.
S.W. CORNER SECTION 23

WLY LINE OF LAND CONVEYED TO THE
COUNTY OF RIVERSIDE PER GRANT DEED,
REC. 12/30/04, INST. NO. 04-1036504, O.R.

22 23
27 26

S89°04'59"E 1042.70'

S. LINE, SECTION 23

T.P.O.B.

R.S. 88/ 76-82

PAR. 2
INST. NO. 2006-0203625
REC. 03/22/06

PARCEL A
7.91 ACRES
APN 389-080-060

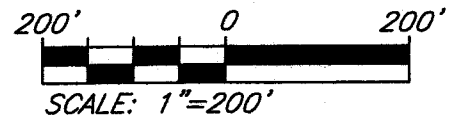
PARCEL A
GRANT DEED,
INST. NO. 2016-0185548
REC. 05/06/2016

GRANT DEED,
INST. NO. 2004-1036504,
REC. 12/30/04

NE'LY LINE OF NICHOLS ROAD,
PER INST. NO. 2008-0482210,
REC. 09/02/08, O.R.

ALBERHILL
RANCH ROAD

NICHOLS ROAD






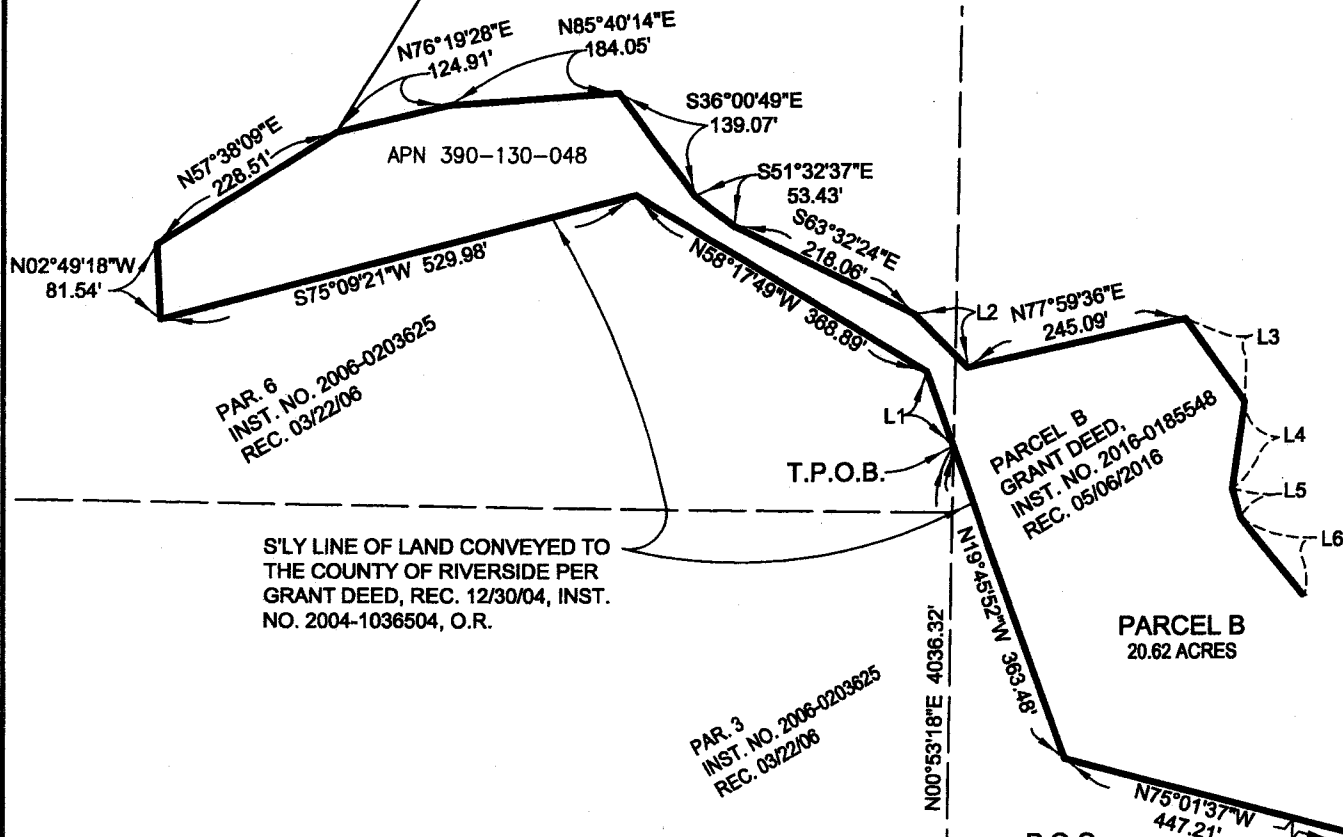
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EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

T 5 S , R 5 W

LEGEND:

-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



S'LY LINE OF LAND CONVEYED TO
 THE COUNTY OF RIVERSIDE PER
 GRANT DEED, REC. 12/30/04, INST.
 NO. 2004-1036504, O.R.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N19°45'52"W	86.91'
L2	S44°55'38"E	82.30'
L3	S35°10'50"E	110.65'
L4	S07°53'49"W	96.34'
L5	S15°59'38"E	33.14'
L6	S38°50'02"E	111.07'



SEE SHEET NO. 4




R.S. 88/76-82
 PAR. 1
 INST. NO. 2006-0203625
 REC. 03/22/06

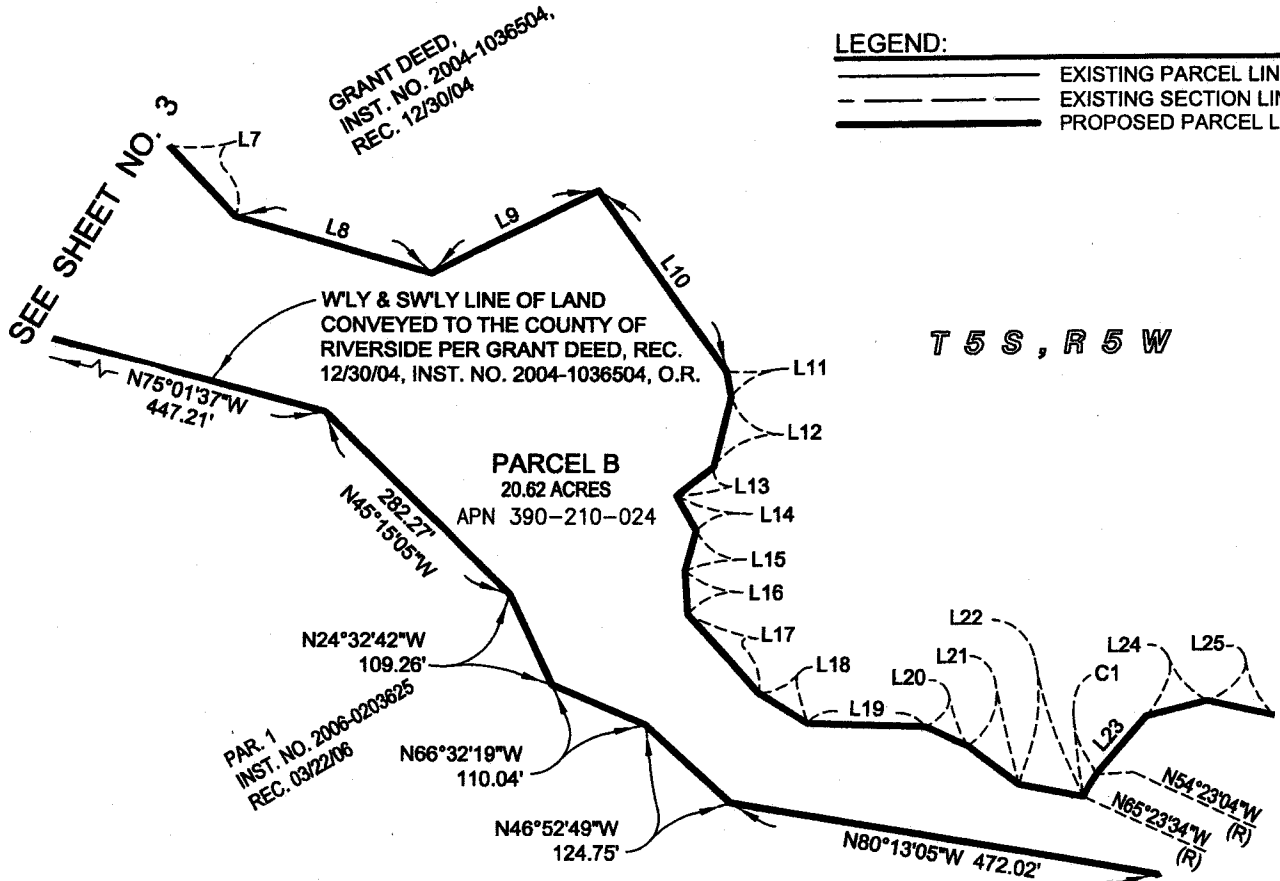


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EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

LEGEND:

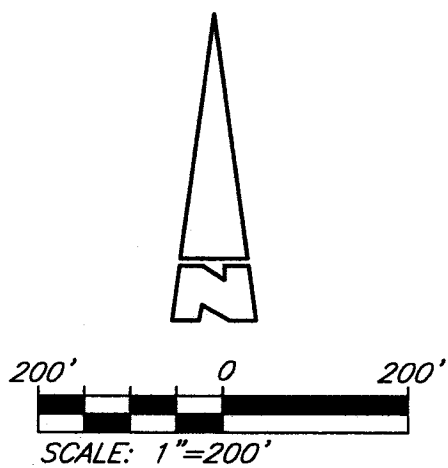
-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



SEE SHEET NO. 5

LINE TABLE		
LINE	BEARING	LENGTH
L7	S43°11'43"E	105.85'
L8	S73°49'28"E	220.27'
L9	N63°19'46"E	201.76'
L10	S34°50'22"E	241.54'
L11	S11°13'33"E	28.41'
L12	S13°24'24"W	78.25'
L13	S51°43'14"W	50.50'
L14	S29°18'07"E	43.81'
L15	S15°16'44"W	45.58'
L16	S03°59'40"E	48.14'
L17	S41°14'50"E	115.25'
L18	S57°34'43"E	61.68'
L19	S88°05'18"E	127.48'
L20	S85°50'34"E	52.57'
L21	S52°53'46"E	70.10'
L22	S79°01'11"E	72.19'
L23	N40°54'08"E	83.38'
L24	N75°30'08"E	67.11'
L25	S77°32'51"E	74.84'

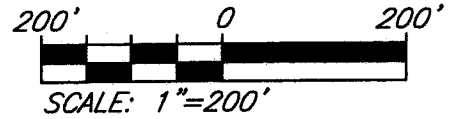
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	11°00'30"	145.00'	27.86'



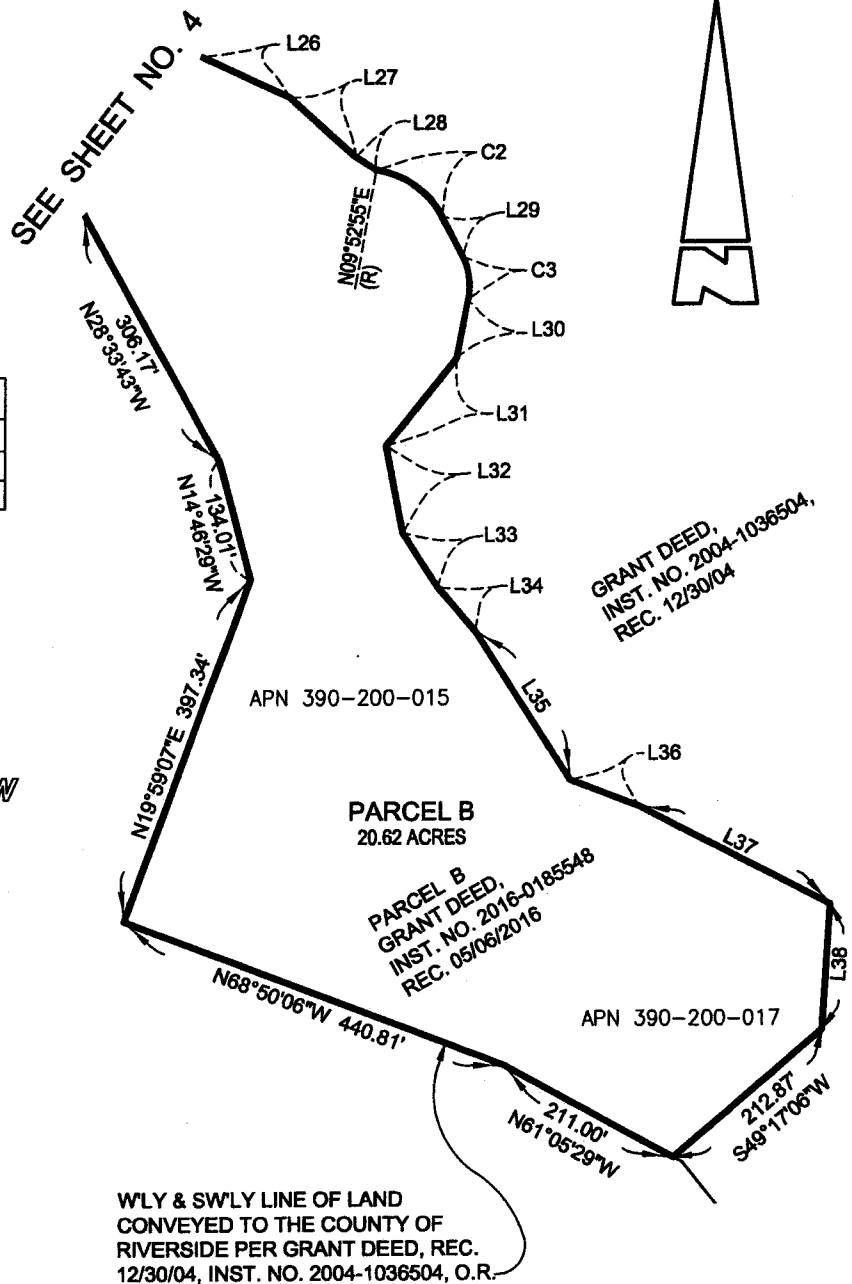
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 CORONA, CA. 92881-3370 • 951-734-2130

EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

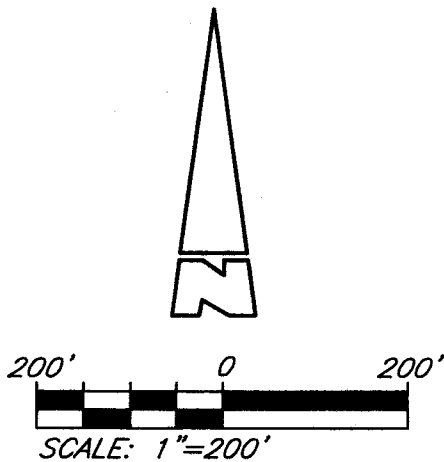
LINE TABLE		
LINE	BEARING	LENGTH
L26	S64°39'54"E	104.95'
L27	S47°28'14"E	97.29'
L28	S57°00'34"E	26.28'
L29	S27°52'35"E	49.28'
L30	S11°45'13"W	64.96'
L31	S38°41'11"W	121.29'
L32	S10°40'02"E	96.80'
L33	S32°18'15"E	70.72'
L34	S41°24'37"E	63.10'
L35	S32°29'56"E	194.06'
L36	S68°55'29"E	80.42'
L37	S62°26'58"E	234.40'
L38	S03°48'43"W	137.89'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	52°14'27"	100.00'	91.18'
C3	39°37'48"	70.00'	48.42'



T 5 S , R 5 W



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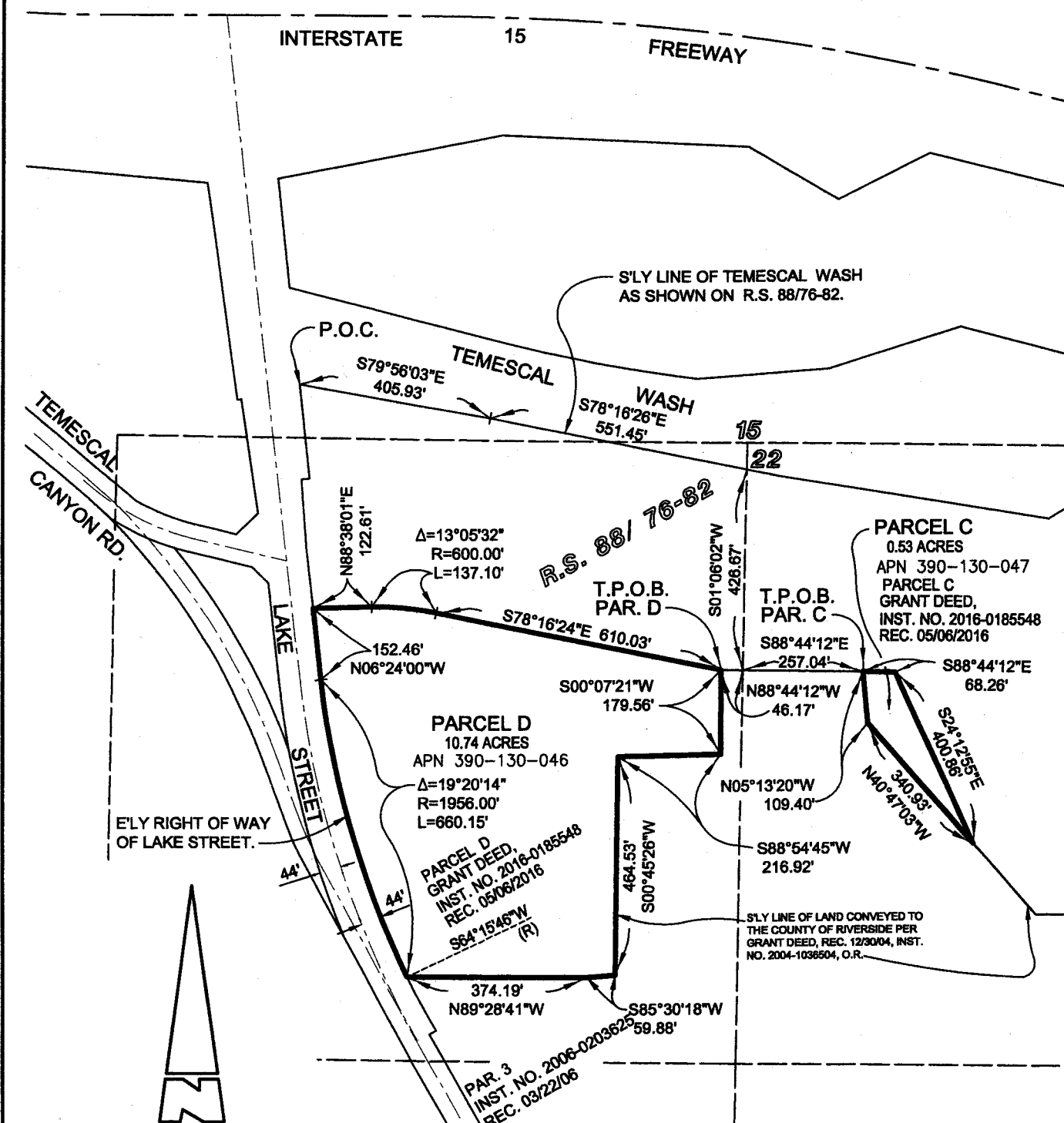
LEGEND:

- EXISTING PARCEL LINE
- EXISTING SECTION LINE
- PROPOSED PARCEL LINE

EXHIBIT "B"
 CASTLE & COOKE COMMERCIAL-CA, INC. TO
 COUNTY OF RIVERSIDE

SHEET 6 OF 6 SHEETS

T 5 S , R 5 W



KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
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