

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



ITEM: 3.22
(ID # 16990)

MEETING DATE:

Tuesday, September 14, 2021

FROM : HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve the Consent to the Assignment and Assumption Agreement between Quail Place Apartment Homes, LP, a California Limited Partnership ("Assignor"), and Quail Place Blythe LLC, a California Limited Liability Company ("Assignee"), and the County of Riverside, in Connection with Quail Place Apartments Located at 551 South 3rd Street in Blythe, California, 92225, Assessor's Parcel Number 869-080-060; District 4; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Assignment and Assumption Agreement (Covenant Agreement and Related Instruments for Quail Place Apartments in the City of Blythe) between Quail Place Apartment Homes, LP (Assignor) and Quail Place Blythe, LLC (Assignee);
2. Ratify and approve the Consent to Assignment and Assumption Agreement on behalf of the County of Riverside;
3. Authorize the Director of the HHPWS, or designee, to execute the attached Assignment Assumption Agreement on behalf of the County of Riverside; and
4. Authorize the Director of the HHPWS, or designee, to take all necessary steps to implement the Assignment and Assumption Agreement and Consent to Assignment and Assumption Agreement including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

ACTION:Policy


Heidi Marshall, Director 8/16/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 14, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

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: HOME program			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The County of Riverside and Blythe Apartments Development ("Original Owner") entered into a Sub-Recipient Loan Agreement for the Use of HOME Funds on May 28, 1996 ("HOME Loan") for the acquisition of real property located at 551 South 3rd Street, Blythe, CA 92225, identified with Assessor's Parcel Number 869-080-060 ("Property"). The purpose of the transaction was to construct and operate a 58 unit affordable housing complex for low-income families containing 11 units to be rented and occupied by households whose incomes do not exceed fifty percent (50%) of the area median income for the County of Riverside ("Project"). Pursuant to the HOME Loan, County provided the Loan to Original Owner in the amount of \$500,000.

On or about August 24, 2004, the County converted the HOME Loan to a grant and canceled the County Promissory Note. The County Deed of Trust was reconveyed to Original Owner by full reconveyance, dated July 21, 2014 and recorded on July 31, 2014. In exchange for the reconveyance, the County and Original Owner entered into a Home Covenant Agreement, dated July 30, 2014 and recorded on July 31, 2014 ("Covenant Agreement") to restrict eleven rental units of the Project for a period of thirty years from December 3, 1997. The Covenant Agreement limited the units to households whose incomes did not exceed fifty percent (50%) of the area median income for the County of Riverside, adjusted by family size at the time of occupancy.

On May 11, 2017, Original Owner and Quail Place Apartment Homes, LP ("Assignor") entered into an Assignment and Assumption Agreement (Covenant Agreement and Related Instruments for Quail Place Apartments in the City of Blythe) dated May 11, 2017 and recorded on May 11, 2017 ("First Assignment"), in which Original Owner assigned its rights and obligations under the HOME Agreement and Covenant Agreement to Assignor. The County consented to this First Assignment in a Consent to Assignment and Assumption Agreement dated April 20, 2017 and recorded on May 11, 2017 ("First Consent to Assignment").

Now, the Assignor desires to assign its rights and obligations under the HOME Agreement, HOME Loan and Covenant Agreement to Quail Place Blythe, LLC ("Assignee"). HHPWS staff have conducted a due and diligent review of the Assignee's capacity to operate this Project and consent to this new assignment.

The HOME program is administered by the Housing, Homelessness Prevention and Workforce Solutions (HHPWS) on behalf of the County of Riverside and is the lead agency for this

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

transaction. Previously this activity was conducted by the Economic Development Agency which is no longer responsible for housing programs. Based upon its review, HHPWS staff recommend approval of the Assignment and Assumption Agreement and the Consent to Assignment.

Impact on Residents and Businesses

The transfer of ownership to the new and responsible Assignee will result in the continued provision of affordable housing in accordance with established affordability agreements and covenants.

Attachments:

- Assignment and Assumption Agreement (Covenant Agreement and related instruments for Quail Place Apartments in the City of Blythe)
- Consent to Assignment and Assumption Agreement


Steven Atkeson 9/1/2021


Gregory L. Priamos, Director County Counsel 9/1/2021

2021-0590111

10/05/2021 11:14 AM Fee: \$ 0.00

Page 1 of 18

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



WHEN RECORDED RETURN TO:

County of Riverside
c/o Housing Authority of
the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

Attention: Leah Rodriguez

6080

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Exempt from recording fees pursuant to Cal. Govt. Code § 27383

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(COVENANT AGREEMENT AND RELATED INSTRUMENTS FOR
QUAIL PLACE APARTMENTS IN THE CITY OF BLYTHE)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into on this _____ day of _____, 2021 (the "Effective Date"), by and between QUAIL PLACE APARTMENT HOMES, LP, a California limited partnership ("Assignor"), and QUAIL PLACE BLYTHE, LLC, a California limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

RECITALS

A. The County of Riverside, a political subdivision of the State of California ("County"), and Blythe Apartments Development, a California limited partnership ("Original Owner"), entered into that certain Sub-Recipient Loan Agreement for the Use of HOME Funds, dated May 28, 1996 ("HOME Loan"), as amended by that certain First Amendment to Sub-Recipient Loan Agreement for the Use of HOME Funds dated September 9, 1997, and that certain Second Amendment to Sub-Recipient Loan Agreement for the Use of HOME Funds dated August 24, 2004 ("Second Amendment") (collectively "HOME Agreement"), relating to, among other things, the acquisition of that certain real property described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference ("Property"), and the construction and operation thereon of a 58 unit affordable housing complex for low-income families containing 11 units to be rented and occupied by households whose incomes do not exceed fifty percent (50%) of the area median income for the County of Riverside ("Project").

B. Pursuant to the HOME Agreement, County provided the HOME Loan to Original Owner in the amount of \$500,000. The HOME Loan was evidenced by that certain Promissory Note dated May 20, 1996, executed by Original Owner in favor of County ("County Promissory Note"). The County Promissory Note was secured by that certain HOME Deed of Trust with Assignment of Rents executed by Original Owner for the benefit of County, dated May 28, 1996, and recorded

on May 30, 1996, in the Official Records of the County of Riverside ("Official Records") as Document No. 199825 ("County Deed of Trust").

C. On or about August 24, 2004, pursuant to the Second Amendment, the County converted the HOME Loan to a grant and canceled the County Promissory Note. Canceling the County Promissory Note also resulted in the County releasing any claim it may have otherwise had for repayment or reimbursement obligations under Section 14(b) of the HOME Agreement, and the County has acknowledged that it has no right to repayment or reimbursement thereunder. The County Deed of Trust was reconveyed by the County to Original Owner by Full Reconveyance, dated July 21, 2014 and recorded in the Official Records on July 31, 2014 as Document No. 2014-0287712.

D. On July 30, 2014 the County and Original Owner entered in to that certain Home Covenant Agreement, dated July 30, 2014 and recorded in the Official Records on July 31, 2014 as Document No. 2014-0287714 ("Covenant Agreement"), restricting eleven (11) rental units of the Project, for a period of thirty (30) years from December 3, 1997, designated as floating HOME units as defined under 24 Code of Federal Regulations (CFR) 92.252 ("HOME assisted units") and restricted to Low HOME rent limits (as defined in 24 CFR 92.252 (b)), as published by the United States Department of Housing and Urban Development (HUD), limited to households whose incomes do not exceed fifty percent (50%) of the area median income for the County of Riverside, adjusted by family size at the time of occupancy.

E. On May 11, 2017, Original Owner and Assignor entered into that certain Assignment and Assumption Agreement (Covenant Agreement and Related Instruments for Quail Place Apartments in the City of Blythe) dated May 11, 2017 and recorded in the Office Records on May 11, 2017 as Document No. 2017-0190318 ("First Assignment"), in which Original Owner assigned its rights and obligations under the HOME Agreement and Covenant Agreement to Assignor. The County consented to this First Assignment in that certain Consent to Assignment and Assumption Agreement dated April 20, 2017 and recorded in the Official Records on May 11, 2017 as Document No. 2017-0190318 ("First Consent to Assignment").

F. Assignor hereby desires to assign its rights and obligations and delegate all of its duties under the HOME Agreement and any and all related agreements and documents, including, but not limited to the Covenant Agreement (collectively, the "Related Agreements"), and for Assignee to accept such assignment and assume all rights, interest and obligations thereunder.

G. Quail Place Blythe, LLC., a California limited liability company ("Assignee") is managed by Pratik Jogani and whose Sole Member is Cody Drive Apartments, LLC an Arizona limited liability company, comprised of Pratik Jogani with 52% membership interest, Renuka Jogani with 24% membership interest and Jade Shah with 24% membership interest.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title, obligations and interest in and to the HOME Agreement and any and all Related Agreements, and Assignee hereby accepts such assignment, and assumes all of the obligations of the Assignor under the HOME Agreement and any and all Related Agreements and agrees to be bound thereby in accordance with the terms thereof.
2. Assignee shall assume and perform all executory obligations of Assignor pursuant to the HOME Agreement and any and all Related Agreements, without exception.
3. Assignor and Assignee acknowledge that such assignment and acceptance shall not relieve Assignor of its duty to comply with the obligations under the HOME Agreement and the Related Agreements accruing prior to the Effective Date. As of the Effective Date, Assignee shall perform all of the obligations in accordance with the HOME Agreement and the Related Agreements.
4. The principal address of Assignee for purposes of the Loan Agreement and Related Agreements is as follows:

QUAIL PLACE BLYTHE, LLC
631 S. Olive St., Suite 860
Los Angeles, CA 90014
Attn: Pratik Jogani
5. This Assignment, together with the agreements, covenants and warranties contained herein, is made for the sole protection and the benefits of the parties hereto, and their successors and assigns, and no other person or persons shall have a right of action or right to rely hereon, except for the County of Riverside. As this Assignment contains all the terms and conditions agreed upon between the parties, no other agreement regarding the subject matter thereof, shall be deemed to exist or bind any party unless in writing and signed by the party to be charged.
6. This Assignment has been entered into, is to be performed entirely within, and shall be governed by and construed in accordance with the laws of the State of California.
7. If any term or provision of this Assignment, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and each other term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Assignment that is illegal, invalid or unenforceable, there be added as part of this Assignment and enforceable clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.
8. Time is expressly declared to be of essence in this Assignment.

9. Each party hereto covenants and agrees to perform all acts and obligations, and to prepare, execute, and deliver such written agreements, documents, and instruments as may be reasonably necessary to carry out the terms and provisions of this Assignment.
10. No provision in this Assignment is to be interpreted for or against either party because that party or its legal representatives drafted such provision.
11. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Assignment, which, with all attached signature pages, shall be deemed to be an original Assignment.
12. The parties hereto further represent and declare that they carefully read this Assignment and know the contents thereof, and that they sign the same freely and voluntarily.
13. Each party represents that the person executing this Assignment on behalf of said party has the full authority to do so to bind the party to perform pursuant to the terms and conditions of this Assignment.

[Remainder of Page Intentionally Blank]
[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

QUAIL PLACE APARTMENT HOMES, LP,
a California limited partnership

By: FFAH V QUAIL PLACE, LLC,
a California limited liability company,
its Managing General Partner

By: Foundation for Affordable Housing V, Inc.
a California nonprofit public benefit corporation,
its Sole Member

By: _____
Deborah A. Willard, President

By: QUAIL PLACE APARTMENT HOMES LLC
a California limited liability company,
its Administrative General Partner

By: 
Rao R. Yalamanchili, Manager

ASSIGNEE:

QUAIL PLACE BLYTHE, LLC
a California limited liability company

By: _____
Pratik Jogani, Manager
631 S. Olive St., Suite 860
Los Angeles, CA 90014

[acknowledgement pages follow]

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

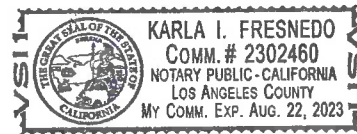
On August 23, 2021 before me, Karla I. Fresnedo, Notary Public
(insert name and title of the officer)

personally appeared Rao R. Yalamanchili,
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  (Seal)



IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

QUAIL PLACE APARTMENT HOMES, LP,
a California limited partnership

By: FFAH V QUAIL PLACE, LLC,
a California limited liability company,
its Managing General Partner

By: Foundation for Affordable Housing V, Inc.
a California nonprofit public benefit corporation,
its Sole Member

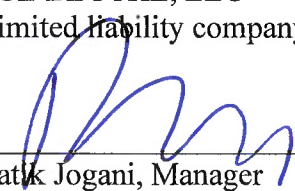
By: _____
Deborah A. Willard, President

By: QUAIL PLACE APARTMENT HOMES LLC
a California limited liability company,
its Administrative General Partner

By: _____
Rao R. Yalamanchili, Manager

ASSIGNEE:

QUAIL PLACE BLYTHE, LLC
a California limited liability company

By:  _____
Pratik Jogani, Manager
631 S. Olive St., Suite 860
Los Angeles, CA 90014

[acknowledgement pages follow]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE

OF

CALIFORNIA

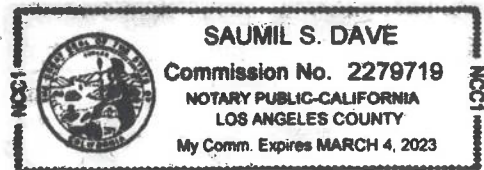
COUNTY OF Los Angeles

On 8-16-2021 before me, Saumil S. Dave ✓ (here insert name and title of the officer), personally appeared Pratik Joshi 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 [Signature] (Seal)



CALIFORNIA NOTARY ACKNOWLEDGEMENT

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

State of California
County of Los Angeles

On August 16, 2021 before me, SAUMIL DAVE, NOTARY PUBLIC, personally appeared PRATIK JOGANI, 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.

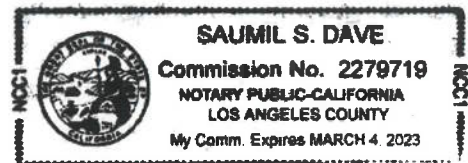
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



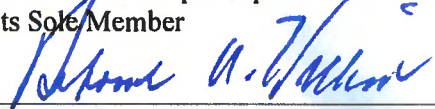
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

QUAIL PLACE APARTMENT HOMES, LP,
a California limited partnership

By: FFAH V QUAIL PLACE, LLC,
a California limited liability company,
its Managing General Partner

By: Foundation for Affordable Housing V, Inc.
a California nonprofit public benefit corporation,
its Sole Member

By: 
Deborrah A. Willard, President

By: QUAIL PLACE APARTMENT HOMES LLC
a California limited liability company,
its Administrative General Partner

By: 
Rao R. Yalamanchili, Manager

ASSIGNEE:

QUAIL PLACE BLYTHE, LLC
a California limited liability company

By: _____
Pratik Jogani, Manager
631 S. Olive St., Suite 860
Los Angeles, CA 90014

[acknowledgement pages follow]

Acknowledgment in an Individual Capacity

State of OREGON

County of Deschutes

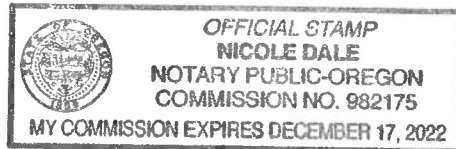
This record was acknowledged before me on (date) August 25, 2021 by

(name(s)) of individual(s) Deborrah A. Willard.



Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page ____ of a _____ (title or type of document), dated _____, 20 __, consisting of _____ pages.

CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

In reliance upon the assumption by QUAIL PLACE BLYTHE, LLC, a California limited liability company, as Assignee, of all rights and obligations pursuant to the foregoing Assignment and Assumption Agreement (Covenant Agreement and Related Instruments for Blythe Apartments in the City Of Blythe) ("Assignment"), the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") does hereby consent to and approve of the assignment of all right, title, obligations and interest in and to the HOME Agreement and any and all Related Agreements including, but not limited to, the Covenant Agreement (as defined in the Assignment) by QUAIL PLACE APARTMENT HOMES, LP, a California limited partnership, ("Assignor"), to Assignee. In addition, the County hereby acknowledges that Pratik Jogani is Manager of Assignee, whose Sole Member is Cody Drive Apartments, LLC an Arizona limited liability company with 52% Member Pratik Jogani and 24% Member Renuka Jogani and 24% Member Jade Shah..

Approval hereof by the COUNTY OF RIVERSIDE shall not be construed to relieve or release QUAIL PLACE APARTMENT HOME, LP from its duty to comply with any of its obligations under the HOME Agreement or any Related Agreements.

"COUNTY"

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

By: 
Heidi Marshall, Director of HHPWS

Date: 9/23/2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Amrit P. Dhillon, Deputy County Counsel

ACKNOWLEDGMENT

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

State of California
County of Riverside

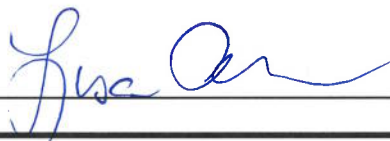
On September 23, 2021 before me, Lisa Allen, Notary Public
(insert name and title of the officer)

personally appeared Heidi Marshall,
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



(Seal)

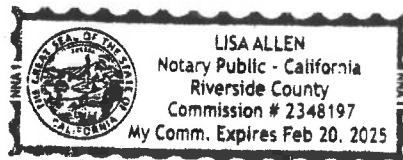


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A.P.N.: 869-080-060-1

Real property in the City of Blythe, County of Riverside, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE 210 FEET SOUTH;

THENCE 198 FEET EAST;

THENCE 210 FEET NORTH;

THENCE 198 FEET WEST TO THE POINT OF BEGINNING;

EXCEPTING THAT PORTION BEGINNING AT A POINT 99 FEET EAST OF THE NORTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE 210 FEET SOUTH;

THENCE 99 FEET EAST;

THENCE 210 FEET NORTH;

THENCE 99 FEET WEST TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM ANY PORTION OF 14TH AVENUE;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412746 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412749 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH,

RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPTING THEREFROM THE SOUTH 210 FEET OF THE WEST 311 FEET; THE SOUTH 198 FEET OF THE EAST 350 FEET;

THENCE NORTH 210 FEET OF THE WEST 198 FEET; AND THE NORTH 198 FEET OF THE EAST 210 FEET;

ALSO EXCEPTING THEREFROM THE EASTERLY 30 FEET THEREOF AS CONVEYED TO THE CITY OF BLYTHE, A MUNICIPAL CORPORATION, BY QUITCLAIM DEED RECORDED APRIL 25, 1968 AS INSTRUMENT NO. 38463 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412746 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412749 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE SOUTH 198 FEET;

THENCE WEST 210 FEET;

THENCE NORTH 198 FEET;

THENCE EAST 210 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION LYING WITHIN 14TH AVENUE;

ALSO EXCEPTING THEREFROM THE EAST 30 FEET, AS CONVEYED TO THE CITY OF BLYTHE, BY DEED RECORDED APRIL 25, 1968 AS INSTRUMENT NO. 38461 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412746 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE EAST 311 FEET;

THENCE NORTH 210 FEET;

THENCE WEST 311 FEET;

THENCE SOUTH 210 FEET TO THE POINT OF BEGINNING

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 311 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE NORTH 210 FEET;

THENCE WEST 103.5 FEET;

THENCE SOUTH 210 FEET;

THENCE EAST 103.5 FEET TO THE POINT OF BEGINNING;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412749 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE EAST 311 FEET;

THENCE NORTH 210 FEET;

THENCE WEST 311 FEET;

THENCE SOUTH 210 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 207.5 FEET THEREOF.

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412749 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 6:

THAT PORTION OF THE NORTHEAST ONE QUARTER NORTHWEST ONE QUARTER NORTHEAST ONE QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST ONE QUARTER NORTHWEST ONE QUARTER NORTHEAST ONE QUARTER OF SAID SECTION 5;

THENCE WEST 220 FEET;

THENCE NORTH 198 FEET;

THENCE EAST 220 FEET;

THENCE SOUTH 198 FEET TO A POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BLYTHE, BY DOCUMENT RECORDED APRIL 25, 1968 AS INSTRUMENT NO. 38465 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

WHEN RECORDED RETURN TO:

County of Riverside
c/o Housing Authority of
the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

Attention: Leah Rodriguez

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Exempt from recording fees pursuant to Cal. Govt. Code § 27383

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(COVENANT AGREEMENT AND RELATED INSTRUMENTS FOR
QUAIL PLACE APARTMENTS IN THE CITY OF BLYTHE)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into on this _____ day of _____, 2021 (the "Effective Date"), by and between QUAIL PLACE APARTMENT HOMES, LP, a California limited partnership ("Assignor"), and QUAIL PLACE BLYTHE, LLC, a California limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

RECITALS

A. The County of Riverside, a political subdivision of the State of California ("County"), and Blythe Apartments Development, a California limited partnership ("Original Owner"), entered into that certain Sub-Recipient Loan Agreement for the Use of HOME Funds, dated May 28, 1996 ("HOME Loan"), as amended by that certain First Amendment to Sub-Recipient Loan Agreement for the Use of HOME Funds dated September 9, 1997, and that certain Second Amendment to Sub-Recipient Loan Agreement for the Use of HOME Funds dated August 24, 2004 ("Second Amendment") (collectively "HOME Agreement"), relating to, among other things, the acquisition of that certain real property described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference ("Property"), and the construction and operation thereon of a 58 unit affordable housing complex for low-income families containing 11 units to be rented and occupied by households whose incomes do not exceed fifty percent (50%) of the area median income for the County of Riverside ("Project").

B. Pursuant to the HOME Agreement, County provided the HOME Loan to Original Owner in the amount of \$500,000. The HOME Loan was evidenced by that certain Promissory Note dated May 20, 1996, executed by Original Owner in favor of County ("County Promissory Note"). The County Promissory Note was secured by that certain HOME Deed of Trust with Assignment of Rents executed by Original Owner for the benefit of County, dated May 28, 1996, and recorded

on May 30, 1996, in the Official Records of the County of Riverside ("Official Records") as Document No. 199825 ("County Deed of Trust").

C. On or about August 24, 2004, pursuant to the Second Amendment, the County converted the HOME Loan to a grant and canceled the County Promissory Note. Canceling the County Promissory Note also resulted in the County releasing any claim it may have otherwise had for repayment or reimbursement obligations under Section 14(b) of the HOME Agreement, and the County has acknowledged that it has no right to repayment or reimbursement thereunder. The County Deed of Trust was reconveyed by the County to Original Owner by Full Reconveyance, dated July 21, 2014 and recorded in the Official Records on July 31, 2014 as Document No. 2014-0287712.

D. On July 30, 2014 the County and Original Owner entered in to that certain Home Covenant Agreement, dated July 30, 2014 and recorded in the Official Records on July 31, 2014 as Document No. 2014-0287714 ("Covenant Agreement"), restricting eleven (11) rental units of the Project, for a period of thirty (30) years from December 3, 1997, designated as floating HOME units as defined under 24 Code of Federal Regulations (CFR) 92.252 ("HOME assisted units") and restricted to Low HOME rent limits (as defined in 24 CFR 92.252 (b)), as published by the United States Department of Housing and Urban Development (HUD), limited to households whose incomes do not exceed fifty percent (50%) of the area median income for the County of Riverside, adjusted by family size at the time of occupancy.

E. On May 11, 2017, Original Owner and Assignor entered into that certain Assignment and Assumption Agreement (Covenant Agreement and Related Instruments for Quail Place Apartments in the City of Blythe) dated May 11, 2017 and recorded in the Office Records on May 11, 2017 as Document No. 2017-0190318 ("First Assignment"), in which Original Owner assigned its rights and obligations under the HOME Agreement and Covenant Agreement to Assignor. The County consented to this First Assignment in that certain Consent to Assignment and Assumption Agreement dated April 20, 2017 and recorded in the Official Records on May 11, 2017 as Document No. 2017-0190318 ("First Consent to Assignment").

F. Assignor hereby desires to assign its rights and obligations and delegate all of its duties under the HOME Agreement and any and all related agreements and documents, including, but not limited to the Covenant Agreement (collectively, the "Related Agreements"), and for Assignee to accept such assignment and assume all rights, interest and obligations thereunder.

G. Quail Place Blythe, LLC., a California limited liability company ("Assignee") is managed by Pratik Jogani and whose Sole Member is Cody Drive Apartments, LLC an Arizona limited liability company, comprised of Pratik Jogani with 52% membership interest, Renuka Jogani with 24% membership interest and Jade Shah with 24% membership interest.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title, obligations and interest in and to the HOME Agreement and any and all Related Agreements, and Assignee hereby accepts such assignment, and assumes all of the obligations of the Assignor under the HOME Agreement and any and all Related Agreements and agrees to be bound thereby in accordance with the terms thereof.
2. Assignee shall assume and perform all executory obligations of Assignor pursuant to the HOME Agreement and any and all Related Agreements, without exception.
3. Assignor and Assignee acknowledge that such assignment and acceptance shall not relieve Assignor of its duty to comply with the obligations under the HOME Agreement and the Related Agreements accruing prior to the Effective Date. As of the Effective Date, Assignee shall perform all of the obligations in accordance with the HOME Agreement and the Related Agreements.
4. The principal address of Assignee for purposes of the Loan Agreement and Related Agreements is as follows:

QUAIL PLACE BLYTHE, LLC
631 S. Olive St., Suite 860
Los Angeles, CA 90014
Attn: Pratik Jogani
5. This Assignment, together with the agreements, covenants and warranties contained herein, is made for the sole protection and the benefits of the parties hereto, and their successors and assigns, and no other person or persons shall have a right of action or right to rely hereon, except for the County of Riverside. As this Assignment contains all the terms and conditions agreed upon between the parties, no other agreement regarding the subject matter thereof, shall be deemed to exist or bind any party unless in writing and signed by the party to be charged.
6. This Assignment has been entered into, is to be performed entirely within, and shall be governed by and construed in accordance with the laws of the State of California.
7. If any term or provision of this Assignment, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and each other term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Assignment that is illegal, invalid or unenforceable, there be added as part of this Assignment and enforceable clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.
8. Time is expressly declared to be of essence in this Assignment.

9. Each party hereto covenants and agrees to perform all acts and obligations, and to prepare, execute, and deliver such written agreements, documents, and instruments as may be reasonably necessary to carry out the terms and provisions of this Assignment.
10. No provision in this Assignment is to be interpreted for or against either party because that party or its legal representatives drafted such provision.
11. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Assignment, which, with all attached signature pages, shall be deemed to be an original Assignment.
12. The parties hereto further represent and declare that they carefully read this Assignment and know the contents thereof, and that they sign the same freely and voluntarily.
13. Each party represents that the person executing this Assignment on behalf of said party has the full authority to do so to bind the party to perform pursuant to the terms and conditions of this Assignment.

[Remainder of Page Intentionally Blank]
[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

QUAIL PLACE APARTMENT HOMES, LP,
a California limited partnership

By: FFAH V QUAIL PLACE, LLC,
a California limited liability company,
its Managing General Partner

By: Foundation for Affordable Housing V, Inc.
a California nonprofit public benefit corporation,
its Sole Member

By: _____
Deborah A. Willard, President

By: QUAIL PLACE APARTMENT HOMES LLC
a California limited liability company,
its Administrative General Partner

By: _____
Rao R. Yalamanchili, Manager

ASSIGNEE:

QUAIL PLACE BLYTHE, LLC
a California limited liability company

By:  _____
Pratik Jogani, Manager
631 S. Olive St., Suite 860
Los Angeles, CA 90014

[acknowledgement pages follow]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE

OF

CALIFORNIA

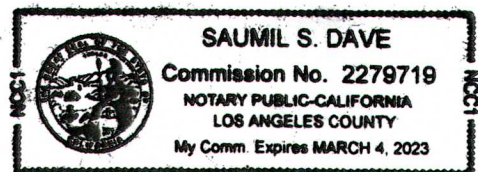
COUNTY OF Los Angeles

On 8-16-2021 before me, Saumil S. Dave (here insert name and title of the officer), personally appeared Pratik Joshi 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 [Signature] (Seal)



IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

QUAIL PLACE APARTMENT HOMES, LP,
a California limited partnership

By: FFAH V QUAIL PLACE, LLC,
a California limited liability company,
its Managing General Partner

By: Foundation for Affordable Housing V, Inc.
a California nonprofit public benefit corporation,
its Sole Member

By: _____
Deborah A. Willard, President

By: QUAIL PLACE APARTMENT HOMES LLC
a California limited liability company,
its Administrative General Partner

By: 
Rao R. Yalamanchili, Manager

ASSIGNEE:

QUAIL PLACE BLYTHE, LLC
a California limited liability company

By: _____
Pratik Jogani, Manager
631 S. Olive St., Suite 860
Los Angeles, CA 90014

[acknowledgement pages follow]

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On August 23, 2021 before me, Karla I. Fresnedo, Notary Public
(insert name and title of the officer)

personally appeared Rao R. Yalamanchili,
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

(Seal)



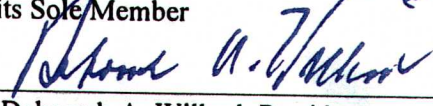
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

QUAIL PLACE APARTMENT HOMES, LP,
a California limited partnership

By: FFAH V QUAIL PLACE, LLC,
a California limited liability company,
its Managing General Partner

By: Foundation for Affordable Housing V, Inc.
a California nonprofit public benefit corporation,
its Sole Member

By: 
Deborrah A. Willard, President

By: QUAIL PLACE APARTMENT HOMES LLC
a California limited liability company,
its Administrative General Partner

By: 
Rao R. Yalamanchili, Manager

ASSIGNEE:

QUAIL PLACE BLYTHE, LLC
a California limited liability company

By: _____
Pratik Jogani, Manager
631 S. Olive St., Suite 860
Los Angeles, CA 90014

[acknowledgement pages follow]

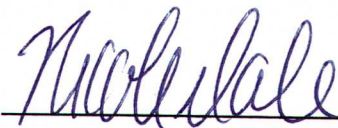
Acknowledgment in an Individual Capacity

State of OREGON

County of Deschutes

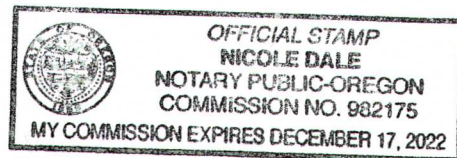
This record was acknowledged before me on (date) August 25, 2021 by

(name(s)) of individual(s) Deborrah A. Willard.



Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page ____ of a _____ (title or type of document), dated _____, 20 __, consisting of _____ pages.

CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

In reliance upon the assumption by QUAIL PLACE BLYTHE, LLC, a California limited liability company, as Assignee, of all rights and obligations pursuant to the foregoing Assignment and Assumption Agreement (Covenant Agreement and Related Instruments for Blythe Apartments in the City Of Blythe) ("Assignment"), the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") does hereby consent to and approve of the assignment of all right, title, obligations and interest in and to the HOME Agreement and any and all Related Agreements including, but not limited to, the Covenant Agreement (as defined in the Assignment) by QUAIL PLACE APARTMENT HOMES, LP, a California limited partnership, ("Assignor"), to Assignee. In addition, the County hereby acknowledges that Pratik Jogani is Manager of Assignee, whose Sole Member is Cody Drive Apartments, LLC an Arizona limited liability company with 52% Member Pratik Jogani and 24% Member Renuka Jogani and 24% Member Jade Shah..

Approval hereof by the COUNTY OF RIVERSIDE shall not be construed to relieve or release QUAIL PLACE APARTMENT HOME, LP from its duty to comply with any of its obligations under the HOME Agreement or any Related Agreements.

"COUNTY"

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

By: _____
Heidi Marshall, Director of HHPWS

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

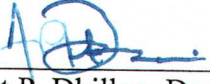
By:  _____
Amrit P. Dhillon, Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A.P.N.: 869-080-060-1

Real property in the City of Blythe, County of Riverside, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE 210 FEET SOUTH;

THENCE 198 FEET EAST;

THENCE 210 FEET NORTH;

THENCE 198 FEET WEST TO THE POINT OF BEGINNING;

EXCEPTING THAT PORTION BEGINNING AT A POINT 99 FEET EAST OF THE NORTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE 210 FEET SOUTH;

THENCE 99 FEET EAST;

THENCE 210 FEET NORTH;

THENCE 99 FEET WEST TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM ANY PORTION OF 14TH AVENUE;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412746 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412749 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH,

RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPTING THEREFROM THE SOUTH 210 FEET OF THE WEST 311 FEET; THE SOUTH 198 FEET OF THE EAST 350 FEET;

THENCE NORTH 210 FEET OF THE WEST 198 FEET; AND THE NORTH 198 FEET OF THE EAST 210 FEET;

ALSO EXCEPTING THEREFROM THE EASTERLY 30 FEET THEREOF AS CONVEYED TO THE CITY OF BLYTHE, A MUNICIPAL CORPORATION, BY QUITCLAIM DEED RECORDED APRIL 25, 1968 AS INSTRUMENT NO. 38463 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412746 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412749 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE SOUTH 198 FEET;

THENCE WEST 210 FEET;

THENCE NORTH 198 FEET;

THENCE EAST 210 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION LYING WITHIN 14TH AVENUE;

ALSO EXCEPTING THEREFROM THE EAST 30 FEET, AS CONVEYED TO THE CITY OF BLYTHE, BY DEED RECORDED APRIL 25, 1968 AS INSTRUMENT NO. 38461 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412746 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE EAST 311 FEET;

THENCE NORTH 210 FEET;

THENCE WEST 311 FEET;

THENCE SOUTH 210 FEET TO THE POINT OF BEGINNING

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 311 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE NORTH 210 FEET;

THENCE WEST 103.5 FEET;

THENCE SOUTH 210 FEET;

THENCE EAST 103.5 FEET TO THE POINT OF BEGINNING;

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412749 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 7 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE EAST 311 FEET;

THENCE NORTH 210 FEET;

THENCE WEST 311 FEET;

THENCE SOUTH 210 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 207.5 FEET THEREOF.

ALSO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF BLYTHE BY DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 412749 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 6:

THAT PORTION OF THE NORTHEAST ONE QUARTER NORTHWEST ONE QUARTER NORTHEAST ONE QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST ONE QUARTER NORTHWEST ONE QUARTER NORTHEAST ONE QUARTER OF SAID SECTION 5;

THENCE WEST 220 FEET;

THENCE NORTH 198 FEET;

THENCE EAST 220 FEET;

THENCE SOUTH 198 FEET TO A POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BLYTHE, BY DOCUMENT RECORDED APRIL 25, 1968 AS INSTRUMENT NO. 38465 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE _____ OF _____ CALIFORNIA

COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), 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 _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE

OF

CALIFORNIA

COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), 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 _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE

OF

CALIFORNIA

COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), 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 _____ (Seal)