

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



**ITEM: 3.28
(ID # 26171)**

MEETING DATE:
Tuesday, October 29, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Adoption of Resolution No. 2024-217, Authorization to Convey Fee Simple Interest in Real Property in the Horsethief Canyon Area, County of Riverside, California by Grant Deed to SAM-Horsethief LLC, an Oregon limited liability company, District 2. [\$122,000 Total Cost - Sale Proceeds 100%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution 2024-217 Authorization to Convey Fee Simple Interest in Real Property in the Horsethief Canyon Area, County of Riverside, California by Grant Deed to Sam-Horsethief, LLC, an Oregon limited liability company;
2. Approve the Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") between the County of Riverside and SAM-Horsethief, LLC, an Oregon limited liability company and authorize the Chair of the Board of Supervisors to execute the Agreement on behalf of the County;
3. Authorize the Chair of the Board of Supervisors to execute the Grant Deed to complete the conveyance of real property and this transaction; and
4. Authorize the Director of Transportation, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction.

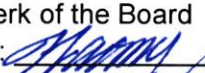
ACTION:4/5 Vote Required, Policy


Dennis Acuna, Director of Transportation 10/17/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: October 29, 2024
xc: Trans., COBcf

Kimberly A. Rector
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	\$ 122,000	\$ 0	\$ 122,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Sale Proceeds – 100% No General Funds will be used on this project.			Budget Adjustment: N/A	
			For Fiscal Year: 2024/2025	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

SAM-Horsethief, LLC, an Oregon limited liability company (Applicant), has requested the vacation of portions of Horsethief Canyon Road and De Palma Road to satisfy conditions of approval for Tract Map 37002. The Applicant has also proposed purchasing the right-of-way from the County for \$122,000.00.

Horsethief Canyon Road and De Palma Road are paved county-maintained roads and the portions being vacated were relinquished to the County of Riverside by the State of California per California Transportation Commission Resolution R2848 Recorded September 11, 1984, as instrument number 197710, Official Records of Riverside County California.

The portions of land of Parcel "A", consists of 10,553 square feet or 0.242 acres and Parcel "B" 20,138 square feet or 0.462 acres (Property). The Applicant owns the adjacent properties, identified as Assessor's Parcel Numbers 393-110-011, 393-110-012, and 393-110-013.

On July 30, 2024, Item 3.92 the Board adopted Resolution No. 2024-058, Declaration of Exempt Surplus Real Property and Summarily Vacating portions of Horsethief Canyon Road and De Palma Road and Notice of Intention to Convey Fee Simple Interest in Real Property in the Horsethief Canyon area, County of Riverside, California.

Under Section 8355 of the California Streets and Highways Code, if the legislative body of a public entity determines that property previously subject to a street, highway, or public service easement, title to which is owned by the public entity, is no longer needed by the public, in the case the property owned by a local agency the legislative body may sell or exchange the property in the manner, and upon the terms and conditions approved by the legislative body.

Through this action, the County seeks authorization to convey fee simple interest of the Property located in the Horsethief Canyon Area, County of Riverside, California. An

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STATE OF CALIFORNIA**

independent appraiser recently appraised the Property at a value of One Hundred Twenty-Two Thousand dollars (\$122,000.00). The Applicant has agreed to pay this amount to the County to purchase the Property.

Resolution No 2024-217, the Agreement of Purchase and Sale and Joint Escrow Instructions, and the Grant Deed have been approved as to form by County Counsel.

Impact on Residents and Businesses

The conveyance of the Property of Horsethief Canyon Road and De Palma Road will not impact residents or businesses.

Additional Fiscal Information

All fees are paid by the applicant. There is no General Fund obligation.

ATTACHMENTS:

Resolution No. 2024-217
Horsethief Canyon Rd Vicinity Map
Horsethief Purchase and Sale Agreement



Jason Farin, Principal Management Analyst 10/23/2024



Aaron Gettis, Chief of Deputy County Counsel 10/18/2024

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3
4 **RESOLUTION NO. 2024-217**

5 Authorization to Convey Fee Simple Interest in Real Property in the Horsethief Canyon
6 Area, County of Riverside, California, by Grant Deed to SAM-Horsethief, LLC, an
7 Oregon limited liability company.
8

9 **WHEREAS**, the hereinafter described portions of Horsethief Canyon Road and De
10 Palma Road was relinquished to the County of Riverside by the State of California per
11 California Transportation Commission Resolution R2848 Recorded September 11, 1984,
12 as instrument number 197710, Official Records of Riverside County California; and

13 **WHEREAS**, the hereinafter-described portions of Horsethief Canyon Road and De
14 Palma Road are excess right-of-way, and are not required for public street or highway
15 purposes; and

16 **WHEREAS**, the portions of land of Parcel "A" consists of 10,553 square feet or .242
17 acres and Parcel "B" 20,138 square feet or .462 acres ("Property"); and

18 **WHEREAS**, the portions were summarily vacated by the County on July 30, 2024";
19 and

20 **WHEREAS**, the County of Riverside desires to convey the Property to SAM-
21 Horsethief, LLC, for the consideration of One Hundred Twenty-Two Thousand dollars
22 (\$122,000.00); and

23 **WHEREAS**, SAM-Horsethief, LLC, is the owner of the adjacent properties,
24 identified as Assessor's Parcel Numbers 393-110-011, 393-110-012, and 393-110-013;
25 and

26 **WHEREAS**, pursuant to Section 8355 of the Streets and Highway Code, the Board
27 of Supervisors has the legal authority to convey the land to the abutting property owner;
28 and

FORM APPROVED COUNTY COUNSEL
BY: Stephanie K. Nelson / 10/17/24 DATE
STEPHANIE K. NELSON

1 **RESOLUTION NO. 2024-217**

2 **WHEREAS**, pursuant to the Surplus Land Act (SLA), surplus land means land
3 owned in fee simple for which a local agency's governing body takes formal action at a
4 regular meeting declaring land to be surplus and necessary for a local agency's use. Land
5 must be declared either "surplus" or "exempt surplus" as supported by written findings
6 before a local agency may take any actions to dispose of it; and

7 **WHEREAS**, pursuant to Government Code Section 54221(f)(1)(E) SLA Section
8 103(E), surplus land that is a former street, right of way, or easement, and is conveyed to
9 an owner of the adjacent property is considered exempt surplus; and

10 **WHEREAS**, on July 30, 2024, the Board of Supervisors declared the Property to be
11 exempt surplus land pursuant to SLA Section 103(E), and provided notice of intention to
12 convey the Property to SAM-Horsethief, LLC; and

13 **WHEREAS**, the portions of Horsethief Canyon Road and De Palma Road are being
14 conveyed to the adjacent property owner and thus is exempt surplus under the SLA: now,
15 therefore,

16 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the
17 Board of Supervisors of the County of Riverside, State of California, ("Board") in
18 regular session assembled on October 29, 2024, as follows:

- 19
- 20 1. Authorizes the conveyance by Grant Deed to SAM-Horsethief, LLC the
21 following described real property: Certain real property located in the
22 Horsethief Canyon area, identified as portions of Horsethief Canyon Road
23 and De Palma Road, as more particularly described in Exhibit "A" and
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Exhibit "B", attached hereto and thereby made a part hereof.

RESOLUTION NO. 2024-217

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board hereby approves the Purchase and Sale Agreement and Joint Escrow Instructions between the County of Riverside and SAM-Horsethief, LLC, an Oregon limited liability company ("Agreement") and authorizes the Chair of the Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the County.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of the Board of Supervisors of the County of Riverside is authorized to execute the Grant Deed.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director of Transportation or designee, is authorized to execute any other documents and administer all actions necessary to complete the conveyance of real property.


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

ROLL CALL:

- Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez
- Nays: None
- Absent: None

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

KIMBERLY A. RECTOR, Clerk of said Board

By:  _____
Deputy

(LEGAL DESCRIPTION)

PORTION OF SEC. 17, T. 5 S., R. 5 W., S.B.M.

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

That portion of land relinquished to the County of Riverside by Transportation Commission Resolution No. R2848 recorded September 11, 1984 as Instrument No. 197710, Official Records of the Office of the Recorder of Riverside County, California, shown as Segments 11 and 12 on the Relinquishment of Highway Right of Way Map filed in Book 9, Pages 33 through 44, inclusive, of State Highway Maps filed in the office of the Recorder of Riverside County, California, described as follows:

Parcel A:

Commencing at the southeast corner of the west one-half of the Northwest one-quarter of Section 17, Township 5 South, Range 5 West, San Bernardino Meridian;

Thence, along the east line of said west one-half of the Northwest one-quarter of said line also being the east line of that land described in a Grant Deed recorded April 25, 1977 as Instrument No. 71368, of Official Records of Riverside County, North 01°34'17" East 900.00 feet to the southeasterly most corner of the land described in a Deed recorded January 26, 1977 as Instrument No. 13560 of Official Records of Riverside County, said east line is also the centerline of "Horsethief Road" as shown on said Map Book 9, Pages 33 through 44;

Thence, along the southerly line of said land described in said Instrument No. 13560, North 89°23'04" West 44.00 feet to an angle point therein;

Thence, along the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, North 07°47'09" West 190.79 feet to the westerly right of way of Horsethief Canyon Road and a curve, concave southeasterly, having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from the centerline as shown on said Instrument No. 41987, said point also being on the westerly boundary of the Parcel described in said Instrument No. 13560 and as shown on State of California Department of Transportation Monumentation Map No. 407573, on file in State Highway Map Book 204, Page 977, in the office of the County Recorder of said Riverside County and relinquishment to County of Riverside, Book 9, Pages 33 through 44 of State Highway Maps;

Thence, continuing along the westerly line of said Instrument No. 13560, North 07°47'09" West 301.80 feet to the **True Point of Beginning of Parcel A;**

Thence, continuing along said westerly line, North 63°30'59" West 137.01 feet;

Thence, continuing along said westerly line and along the easterly line of Parcel 1 of Lot Line Adjustment No. 05135 recorded March 29, 2007 as Instrument No. 2007-0214738 of Official Records and referred to in Parcel E1 in a Grant Deed recorded May 5, 2014 as Instrument No. 2014-0162733 of Official Records, North 08°16'52" East 115.74 feet to a point on a non-tangent curve concave southwesterly having a radius of 1917.00 feet on the northerly line of Parcel 1 of said Lot Line Adjustment, concentric with and distant 83.00 feet southwesterly measured radially from the Centerline of S. Frontage Road (Now known as De Palma Road), having a radius of 2000.00 feet, as shown on said State Highway Map No. 407573, a radial line to said point bears North 43°46'00" East;

EXHIBIT "A"

Thence, southeasterly 33.67 feet, along said curve and northerly line, through a central angle of 1°00'23" to a compound curve concave southwesterly having a radius of 274.00 feet, a Radial line to said point bears North 44°46'23" East;

Thence, southeasterly 27.31 feet, along said curve and northerly line, through a central angle of 5°42'38";

Thence, tangent from said curve, South 39°30'59" East 30.41 feet, along said northerly line, to a tangent curve concave northeasterly having a radius of 326.00 feet;

Thence, southeasterly, 32.49 feet, along said curve and northerly line, through a central angle of 5°42'38";

Thence, tangent from said curve, South 45°13'37" East 17.37 feet, along said northerly line, to a point hereinafter referred to as POINT "A";

Thence, along the northerly prolongation of the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, South 07°47'09" East 72.94 feet to the **True Point of Beginning of Parcel A.**

Contains 10,553 Sq. Ft. or 0.242 acres, more or less.

Parcel B:

Commencing at the southeast corner of the west one-half of the Northwest one-quarter of Section 17, Township 5 South, Range 5 West, San Bernardino Meridian;

Thence, along the east line of said west one-half of the Northwest one-quarter of said line also being the east line of that land described in a Grant Deed recorded April 25, 1977 as Instrument No. 71368, of Official Records of Riverside County, North 01°34'17" East 900.00 feet to the southeasterly most corner of the land described in a Deed recorded January 26, 1977 as Instrument No. 13560 of Official Records of Riverside County, said east line is also the centerline of "Horsethief Road" as shown on said Map Book 9, Pages 33 through 44;

Thence, along the southerly line of said land described in said Instrument No. 13560, North 89°23'04" West 44.00 feet to an angle point therein;

Thence, along the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, North 07°47'09" West 190.79 feet to the westerly right of way of Horsethief Canyon Road and a curve, concave southeasterly, having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from the centerline as shown on said Instrument No. 41987, said point also being on the westerly boundary of the Parcel described in said Instrument No. 13560 and as shown on State of California Department of Transportation Monumentation Map No. 407573, on file in State Highway Map Book 204, Page 977, in the office of the County Recorder of said Riverside County and relinquishment to County of Riverside, Book 9, Pages 33 through 44 of State Highway Maps, and the **True Point of Beginning of Parcel B;**

Thence, continuing along the westerly line of said Instrument No. 13560 and the northerly prolongation thereof and the easterly line of the hereinbefore described Parcel A, North 07°47'09" West 374.74 feet to Point "A" described in said Parcel A;

Thence, South 45°13'37" East 176.74 feet, along the northerly line of said Parcel B;

EXHIBIT "A"

Thence, South 33°46'21" East 16.32 feet, along said northerly line, to a point on a line parallel with and distant 50.00 feet northwesterly, measured at right angles from the centerline of Horsethief Canyon Road as shown on document recorded February 24, 1986 as Instrument No. 41987 of Official Records of Riverside County;

Thence, along said parallel line, South 24°58'17" West 91.00 feet to a tangent curve concave easterly having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from said centerline of Horsethief Canyon Road as described by said Instrument No. 41987;

Thence, southwesterly, 157.98 feet along said curve through a central angle of 16°27'27" to the **True Point of Beginning of Parcel B.**

Contains 20,138 Sq. Ft. or 0.462 acres, more or less.

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




GERALD R. ANDERSON, L.S. 4400 01/12/2023
Date

LICENSE EXPIRES: SEPTEMBER 30, 2023

[XLD-002]

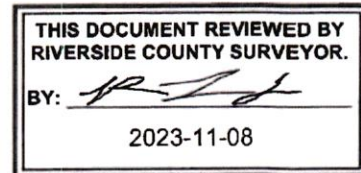
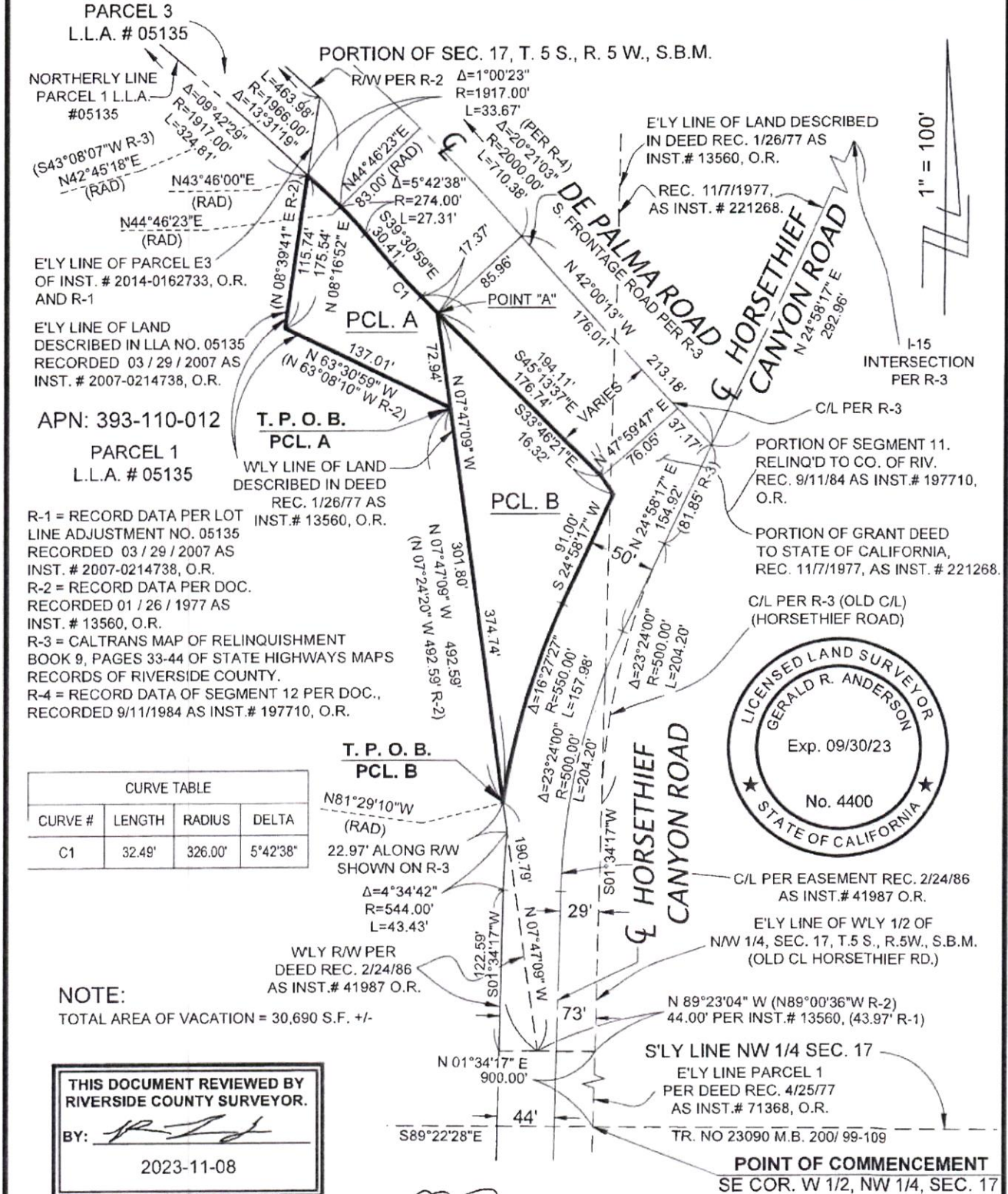


EXHIBIT "B"

SHEET 1 OF 1
148-001-XLD-002



[Signature] 01/12/2023
GERALD R. ANDERSON, L.S. 4400
MY LICENSE EXPIRES SEPT. 30, 2023

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(Fee)**

Lawyers Title.
3480 Vine Street, Suite 100
Riverside, CA 92507
Attention: Debbie Strickland
("Escrow Holder")

Escrow No.: TBD

Title Order No.: TBD

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into as of this 29 day of October, 2024, by and between SAM – Horsethief, LLC, an Oregon Limited Liability Company ("**Buyer**"), and **THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (collectively "**Seller**"). Buyer and Seller are sometimes individually referred to herein as "**Party**" and collectively as "**Parties.**"

RECITALS

A. Seller is the owner in fee of certain real property commonly known as unimproved land at the southwest intersection of De Palma Road and Horsethief Canyon Road in the unincorporated area, in the County of Riverside, State of California ("**Property**"), as more fully described in Exhibit "A" attached hereto and incorporated herein by reference. Reference herein to the "**Property**" shall include all of Seller's right, title, and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

B. Buyer is owner of property adjacent that is west of County owned land identified as assessor parcel number 393-110-012 and is planning to develop property with residential improvements. ("**Project**"). Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The total purchase price for the Property is ONE HUNDRED TWENTY-TWO THOUSAND DOLLARS and NO CENTS (\$122,000.00) ("**Purchase Price**"), which includes, without limitation, full payment of just compensation, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's purchase of the Property, and for any and

all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay the Purchase Price to Seller through escrow in cash, by cashier's or certified check or by wire transfer.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the date upon which this Agreement is executed by the final party executing the same ("**Effective Date**"), Seller and Buyer shall open an escrow ("**Escrow**") for the conveyance of the Property with Lawyers Title Company ("**Escrow Holder**"). Escrow shall be deemed open on the date Escrow Holder shall have received a copy of this Agreement, fully executed by the Parties ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("**Opening Date**").

2.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the Property. Buyer and Seller shall execute, deliver, and be bound by any reasonable or customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. Recordation of the Grant Deed conveying title to the Property from Seller to Buyer ("**Grant Deed**" – in substantially the same form as attached hereto as **Exhibit "B"**) and disbursement of funds and distribution of other documents by Escrow Holder as described herein shall constitute "**Close of Escrow**" or "**Closing**" and the date thereof shall be the "**Closing Date.**" Close of Escrow shall occur sixty (60) days following the Opening Date, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

2.4 Costs of Escrow. Buyer shall pay all costs of the Title Policy (defined below), and all Escrow fees and normal closing costs attributable to the conveyance of the Property (collectively "**Closing Costs**"). Buyer shall be responsible for payment of any administrative fees required in order to obtain the release of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Property. Escrow Holder shall provide an estimated closing statement to Buyer and Seller at least three (3) days prior to the Closing Date. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Real property taxes and assessments will be current and prorated by Escrow Holder as of the Closing Date.

2.6 Buyer's Conditions Precedent to Close of Escrow. Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's written waiver thereof), on or prior to the Closing Date:

2.6.1 Ratification of this Agreement by Buyer's governing body as set forth in more detail in Section 8.16 herein.

2.6.2 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.3 Seller shall have completed in a timely manner all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.4 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.2 below.

2.6.5 All representations and warranties of Seller shall be true as of the Effective Date and as of Close of Escrow and shall continue thereafter for the full statutory period.

2.6.6 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency (or paid at Closing) and shall be current as of Close of Escrow.

2.6.7 Buyer shall have approved Escrow Holder's estimated closing statement.

2.6.8 Buyer shall have determined that the Property is suitable for Buyer's intended use and development, as described in Section 4 below.

2.7 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's written waiver thereof) on or prior to the Closing Date.

2.7.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.2 Buyer shall have completed in a timely manner all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.3 All representations and warranties of Buyer shall be true as of the Effective Date and as of Close of Escrow and shall continue for the full statutory period.

2.7.4 Seller shall have approved Escrow Holder's estimated closing statement.

2.8 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price;

2.8.2 Funds required to pay the Closing Costs payable by Buyer pursuant to Section 2.4 herein;

2.8.3 Preliminary Change of Ownership and Documentary Transfer Tax Affidavit forms; and

2.8.4 Such other documents and funds as may be required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

2.9.1 Real property taxes and assessments, as described in Section 2.5 above;

2.9.2 The fully-executed and acknowledged Grant Deed;

2.9.3 FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder; and

2.9.4 Such other documents required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, property taxes and assessments. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Record the Grant Deed, with Certificate of Acceptance, and any other instruments as appropriate, delivered through Escrow.

2.10.3 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.4 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8.1 herein.

2.12 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Stewart Title of California, Inc. ("**Title Company**") to issue to Buyer upon Close of Escrow its ALTA Standard Owner's Form Policy of Title Insurance ("**Title Policy**") with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below), and Escrow Holder is hereby authorized and

instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds provided by Buyer pursuant to Section 2.8.3 above, at Close of Escrow.

3.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening Date, Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the "**Title Report**"). Within twenty (20) days following Buyer's receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute "**Disapproved Matters**" which Seller will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed Permitted Exceptions. Any failure by Buyer to timely provide a written notice regarding Permitted Exceptions and Disapproved Matters will be deemed a determination by Buyer that all title exceptions listed on the Title Report are Disapproved Matters.

4. SUITABILITY AND CONDITION OF PROPERTY.

4.1 Determination of Suitability. Buyer is acquiring the Property for the purposes described in Recital B above. Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement as provided in Section 6.1 below.

4.2 Environmental Due Diligence. Buyer may elect to obtain a Phase I Environmental Assessment ("**Phase I**") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("**Phase II**"). Upon forty-eight (48) hours prior written notice, Buyer, its agents and consultants, may have access to the Property in order to conduct the Phase I (and, if required, Phase II). Buyer will be responsible to repair any damage caused by invasive testing. Subject to the requirement of forty-eight (48) hours prior notice to Seller, Buyer and its consultants may conduct such other inspections of the Property as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use.

4.3 Right of Entry. Buyer, its agents and consultants, will have a right of entry to the Property in order to conduct any testing and inspections, as described in Section 4.2 above. Buyer will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities with respect to Buyer's exercise of this right of entry and will keep the Property free from mechanics lien claims. Buyer maintains and will continue to maintain adequate public liability insurance coverage throughout the term of this Agreement. Buyer's indemnity obligations as set forth herein will survive termination of this Agreement.

5. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

5.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may otherwise be entitled to the payment of relocation

expenses, compensation for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "**Claims**") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those Claims.

5.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all Claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. The Parties hereto agree that this Agreement is being entered into in order to avoid litigation and in lieu of Buyer's exercise of its eminent domain authority and shall not, in any manner, be construed as an admission of the fair market value of the Property, or of any liability by any party to this Agreement. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all Claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.

5.3 California Civil Code Section 1542. Seller hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding, the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Seller acknowledges that with respect to the sale of the Property to Buyer, Seller may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under Section 1542 or other statute or judicial decision of similar effect. **Seller does not by this waiver waive its rights with respect to a default by Buyer under this Agreement or other provisions for Seller's benefit as described herein.**

Seller's Initials

This acknowledgment and release shall survive the Close of Escrow.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. If Buyer elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 4.1, 6.4, or 8.16 herein or pursuant to any Addendum attached hereto, Buyer may do so by giving written notice of such

termination to Seller and Escrow Holder prior to the Close of Escrow. If Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Section 6.2 herein, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In the event of a termination by Buyer pursuant to Sections 6.1 or 8.16, Buyer shall be responsible for payment of any termination fees or charges to Escrow Holder and the Title Company (“**Termination Costs**”). Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

6.2 Buyer’s Breach. If Buyer materially defaults on its obligation to perform under this Agreement and fails to cure such default within a reasonable period of time following written notice from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and shall be liable for payment of liquidated damages, as set forth below. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

6.3 Liquidated Damages. In the event of a material default by Buyer under this Agreement and election by Seller as set forth above to terminate this Agreement, the Parties agree that it would be impractical or extremely difficult to fix the actual damages to Seller. The Parties hereby agree that a reasonable estimate of such damages is an amount equal to Five Thousand Five Hundred Twenty Dollars and No Cents (\$5,520.00), and in the event of Buyer’s default under this Agreement and resulting termination by Seller, such amount shall be deemed fully agreed liquidated damages, all other remedies herein being expressly waived by Seller.

Seller’s Initials: _____ Buyer’s Initials: 2

6.4 Seller’s Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time following written notice from Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer’s option, (i) terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller’s obligation to pay Termination Costs as provided herein, shall cease and terminate.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller’s Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer’s obligations under this Agreement:

7.1.1 Authority. Seller has full power and authority to sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and

all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid, and binding obligations of Seller, sufficient to convey title to the Property to Buyer and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

7.1.3 Hazardous Materials. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the environmental status of the Property. Seller warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property or its use or development. Neither Seller nor, to the best of Seller's knowledge, any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

7.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, or instrumentality.

7.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

7.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

7.2 Buyer's Representations and Warranties. Buyer warrants and represents to Seller that the following statements are true and correct as of the Effective Date and shall be true and correct as of Close of Escrow and the truth and accuracy of such statements shall constitute a condition precedent to all of Seller's obligations under this Agreement:

7.2.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of California.

7.2.2 Authority. Subject to compliance with the provisions of Section 8.16 below, (a) Buyer has the full power and authority to enter into and perform under this Agreement; (b) subject to the satisfaction of all Closing conditions, the documents to be executed by Buyer pursuant to this Agreement and consummation of the transaction described herein will be fully authorized by Buyer; and (c) the persons executing this Agreement and the documents to be executed by Buyer hereunder, have the legal power, right and authority to bind Buyer to the terms and conditions of this Agreement and those documents.

7.3 Survival of Representations and Warranties. The covenants, representations and warranties of Seller and Buyer under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and the Close of Escrow. Seller and Buyer shall defend, indemnify and hold each other harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which the other may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller or Buyer pursuant to this Article 7.

8. MISCELLANEOUS.

8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: SAM – Horsethief, LLC
Attn: Erik Lunde, Member
1200 Quail Street, Suite 220
Newport Beach, CA 92660
Telephone: 714.318.3500

e-mail: ErikWLunde@gmail.com

To Seller: Russell Williams
Deputy Director
Riverside County Transportation
3525 14th St
Riverside, CA 92501

With Copy to: _____
Attn: _____

Telephone: _____
Facsimile: _____
e-mail: _____

To Title Company: Lawyers Title Company
Attn: Debbie Strickland
301 E. Vanderbilt Way # 300
San Bernardino, CA 92408
Telephone: (951) 280-0660
Facsimile: (866) 640-0197
e-mail: DStrickland@ltic.com

8.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives and will survive Close of Escrow and the recordation of the Grant Deed.

8.3 Possession. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow.

8.4 Brokers and Sales Commissions. Buyer and Seller have not used the services of any person or entity entitled to a real estate brokerage commission or finder's fee in connection with this transaction. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed

to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

8.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

8.6 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

8.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8.8 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

8.9 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

8.10 Assignment. Neither Party shall have the right to assign this Agreement or any right or obligation hereunder without the prior written consent of the other Party, which consent may be given or withheld in the sole discretion of such other Party.

8.11 Successors and assigns. Subject to the provisions of Section 8.10 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.12 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

BUYER:

Date: October 7, 2024

SAM – Horsethief, LLC

By: 
Erik Lunde, Manager

SELLER:

**THE COUNTY OF RIVERSIDE, A
POLITICAL SUBDIVISION OF THE
STATE OF CALIFORNIA**

By: 
CHUCK WASHINGTON
Chairman, Board of Supervisors

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: 
Deputy

By: 
Stephanie Nelson
Deputy County Counsel

LIST OF EXHIBITS

- EXHIBIT "A" - LEGAL DESCRIPTION OF PROPERTY**
- EXHIBIT "B" - GRANT DEED**

(LEGAL DESCRIPTION)

PORTION OF SEC. 17, T. 5 S., R. 5 W., S.B.M.

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

That portion of land relinquished to the County of Riverside by Transportation Commission Resolution No. R2848 recorded September 11, 1984 as Instrument No. 197710, Official Records of the Office of the Recorder of Riverside County, California, shown as Segments 11 and 12 on the Relinquishment of Highway Right of Way Map filed in Book 9, Pages 33 through 44, inclusive, of State Highway Maps filed in the office of the Recorder of Riverside County, California, described as follows:

Parcel A:

Commencing at the southeast corner of the west one-half of the Northwest one-quarter of Section 17, Township 5 South, Range 5 West, San Bernardino Meridian;

Thence, along the east line of said west one-half of the Northwest one-quarter of said line also being the east line of that land described in a Grant Deed recorded April 25, 1977 as Instrument No. 71368, of Official Records of Riverside County, North 01°34'17" East 900.00 feet to the southeasterly most corner of the land described in a Deed recorded January 26, 1977 as Instrument No. 13560 of Official Records of Riverside County, said east line is also the centerline of "Horsethief Road" as shown on said Map Book 9, Pages 33 through 44;

Thence, along the southerly line of said land described in said Instrument No. 13560, North 89°23'04" West 44.00 feet to an angle point therein;

Thence, along the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, North 07°47'09" West 190.79 feet to the westerly right of way of Horsethief Canyon Road and a curve, concave southeasterly, having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from the centerline as shown on said Instrument No. 41987, said point also being on the westerly boundary of the Parcel described in said Instrument No. 13560 and as shown on State of California Department of Transportation Monumentation Map No. 407573, on file in State Highway Map Book 204, Page 977, in the office of the County Recorder of said Riverside County and relinquishment to County of Riverside, Book 9, Pages 33 through 44 of State Highway Maps;

Thence, continuing along the westerly line of said Instrument No. 13560, North 07°47'09" West 301.80 feet to the **True Point of Beginning of Parcel A;**

Thence, continuing along said westerly line, North 63°30'59" West 137.01 feet;

Thence, continuing along said westerly line and along the easterly line of Parcel 1 of Lot Line Adjustment No. 05135 recorded March 29, 2007 as Instrument No. 2007-0214738 of Official Records and referred to in Parcel E1 in a Grant Deed recorded May 5, 2014 as Instrument No. 2014-0162733 of Official Records, North 08°16'52" East 115.74 feet to a point on a non-tangent curve concave southwesterly having a radius of 1917.00 feet on the northerly line of Parcel 1 of said Lot Line Adjustment, concentric with and distant 83.00 feet southwesterly measured radially from the Centerline of S. Frontage Road (Now known as De Palma Road), having a radius of 2000.00 feet, as shown on said State Highway Map No. 407573, a radial line to said point bears North 43°46'00" East;

EXHIBIT "A"

Thence, southeasterly 33.67 feet, along said curve and northerly line, through a central angle of 1°00'23" to a compound curve concave southwesterly having a radius of 274.00 feet, a Radial line to said point bears North 44°46'23" East;

Thence, southeasterly 27.31 feet, along said curve and northerly line, through a central angle of 5°42'38";

Thence, tangent from said curve, South 39°30'59" East 30.41 feet, along said northerly line, to a tangent curve concave northeasterly having a radius of 326.00 feet;

Thence, southeasterly, 32.49 feet, along said curve and northerly line, through a central angle of 5°42'38";

Thence, tangent from said curve, South 45°13'37" East 17.37 feet, along said northerly line, to a point hereinafter referred to as POINT "A";

Thence, along the northerly prolongation of the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, South 07°47'09" East 72.94 feet to the **True Point of Beginning of Parcel A.**

Contains 10,553 Sq. Ft. or 0.242 acres, more or less.

Parcel B:

Commencing at the southeast corner of the west one-half of the Northwest one-quarter of Section 17, Township 5 South, Range 5 West, San Bernardino Meridian;

Thence, along the east line of said west one-half of the Northwest one-quarter of said line also being the east line of that land described in a Grant Deed recorded April 25, 1977 as Instrument No. 71368, of Official Records of Riverside County, North 01°34'17" East 900.00 feet to the southeasterly most corner of the land described in a Deed recorded January 26, 1977 as Instrument No. 13560 of Official Records of Riverside County, said east line is also the centerline of "Horsethief Road" as shown on said Map Book 9, Pages 33 through 44;

Thence, along the southerly line of said land described in said Instrument No. 13560, North 89°23'04" West 44.00 feet to an angle point therein;

Thence, along the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, North 07°47'09" West 190.79 feet to the westerly right of way of Horsethief Canyon Road and a curve, concave southeasterly, having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from the centerline as shown on said Instrument No. 41987, said point also being on the westerly boundary of the Parcel described in said Instrument No. 13560 and as shown on State of California Department of Transportation Monumentation Map No. 407573, on file in State Highway Map Book 204, Page 977, in the office of the County Recorder of said Riverside County and relinquishment to County of Riverside, Book 9, Pages 33 through 44 of State Highway Maps, and the **True Point of Beginning of Parcel B;**

Thence, continuing along the westerly line of said Instrument No. 13560 and the northerly prolongation thereof and the easterly line of the hereinbefore described Parcel A, North 07°47'09" West 374.74 feet to Point "A" described in said Parcel A;

Thence, South 45°13'37" East 176.74 feet, along the northerly line of said Parcel B;

EXHIBIT "A"

Thence, South 33°46'21" East 16.32 feet, along said northerly line, to a point on a line parallel with and distant 50.00 feet northwesterly, measured at right angles from the centerline of Horsethief Canyon Road as shown on document recorded February 24, 1986 as Instrument No. 41987 of Official Records of Riverside County;

Thence, along said parallel line, South 24°58'17" West 91.00 feet to a tangent curve concave easterly having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from said centerline of Horsethief Canyon Road as described by said Instrument No. 41987;

Thence, southwesterly, 157.98 feet along said curve through a central angle of 16°27'27" to the **True Point of Beginning of Parcel B.**

Contains 20,138 Sq. Ft. or 0.462 acres, more or less.

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



Gerald R. Anderson 01/12/2023
GERALD R. ANDERSON, L.S. 4400 Date

LICENSE EXPIRES: SEPTEMBER 30, 2023

[XLD-002]

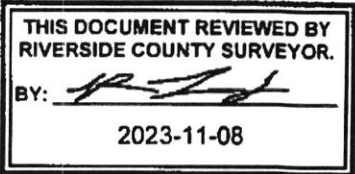
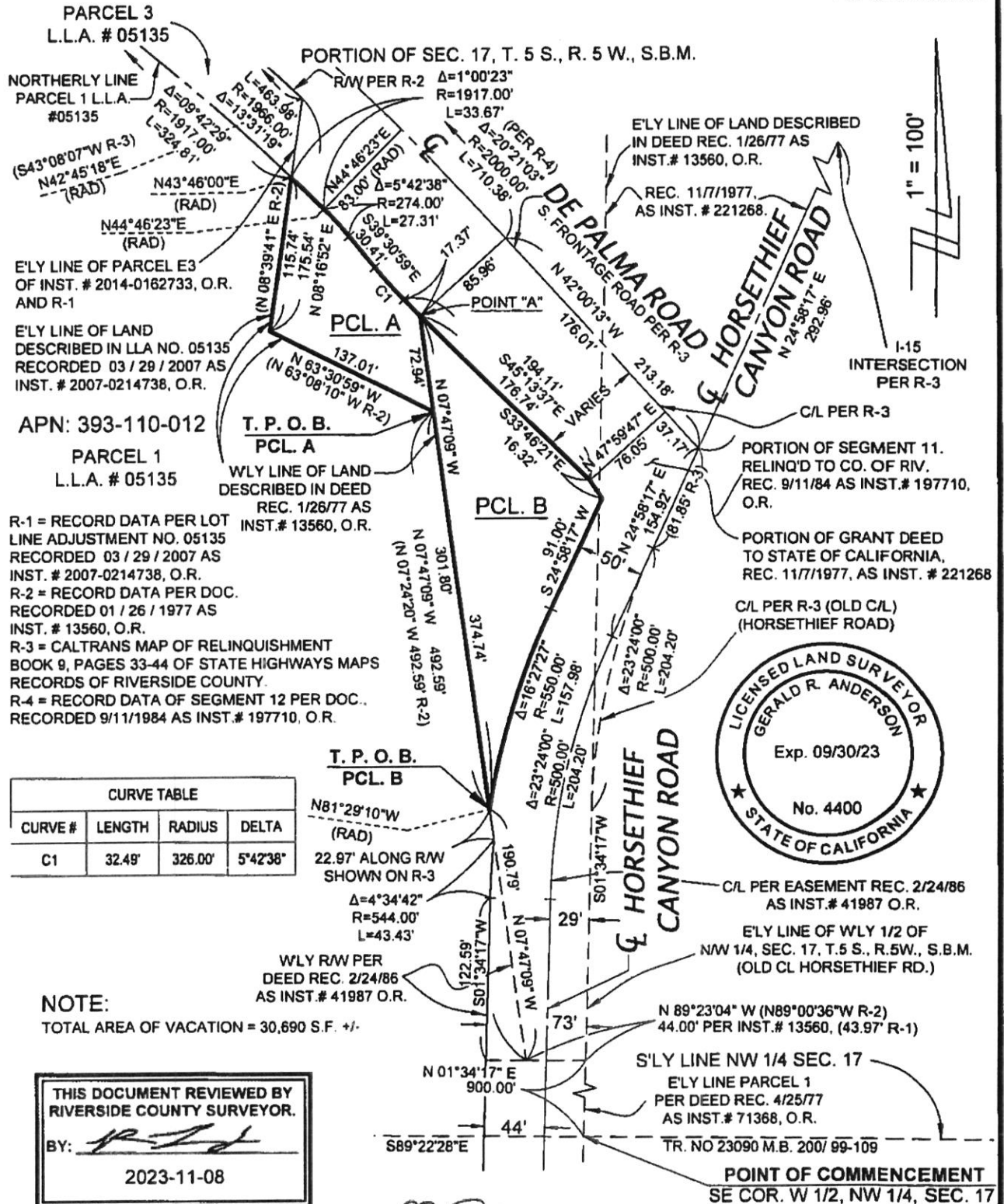


EXHIBIT "B"

SHEET 1 OF 1
148-001-XLD-002



[Signature] 01/12/2023
GERALD R. ANDERSON, L.S. 4400
MY LICENSE EXPIRES SEPT. 30, 2023

EXHIBIT "B"

GRANT DEED

[Attached]

No Recording Fees or Documentary Transfer Tax
Government Code § 27383
Rev & Tax Code § 11922

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

APN: N/A
TRA: _____
DTT: -0-

(Space above this line is for Recorders use)

FILE:

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** ("Grantor" or "collectively Grantor") hereby grants to SAM – HORSETHIEF, LLC all right, title and interest in and to that certain real property in the County of Riverside, State of California, as described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto.

This Grant Deed may be signed and delivered in any number of counterparts, each of which, when signed and delivered shall be deemed an original, but all of which shall together constitute one and the same document.

GRANTOR
**THE COUNTY OF RIVERSIDE, A
POLITICAL SUBDIVISION OF THE STATE
OF CALIFORNIA**

Date _____

By: _____

Its: _____

Doc. No.

(LEGAL DESCRIPTION)

PORTION OF SEC. 17, T. 5 S., R. 5 W., S.B.M.

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

That portion of land relinquished to the County of Riverside by Transportation Commission Resolution No. R2848 recorded September 11, 1984 as Instrument No. 197710, Official Records of the Office of the Recorder of Riverside County, California, shown as Segments 11 and 12 on the Relinquishment of Highway Right of Way Map filed in Book 9, Pages 33 through 44, inclusive, of State Highway Maps filed in the office of the Recorder of Riverside County, California, described as follows:

Parcel A:

Commencing at the southeast corner of the west one-half of the Northwest one-quarter of Section 17, Township 5 South, Range 5 West, San Bernardino Meridian;

Thence, along the east line of said west one-half of the Northwest one-quarter of said line also being the east line of that land described in a Grant Deed recorded April 25, 1977 as Instrument No. 71368, of Official Records of Riverside County, North $01^{\circ}34'17''$ East 900.00 feet to the southeasterly most corner of the land described in a Deed recorded January 26, 1977 as Instrument No. 13560 of Official Records of Riverside County, said east line is also the centerline of "Horsethief Road" as shown on said Map Book 9, Pages 33 through 44;

Thence, along the southerly line of said land described in said Instrument No. 13560, North $89^{\circ}23'04''$ West 44.00 feet to an angle point therein;

Thence, along the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, North $07^{\circ}47'09''$ West 190.79 feet to the westerly right of way of Horsethief Canyon Road and a curve, concave southeasterly, having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from the centerline as shown on said Instrument No. 41987, said point also being on the westerly boundary of the Parcel described in said Instrument No. 13560 and as shown on State of California Department of Transportation Monumentation Map No. 407573, on file in State Highway Map Book 204, Page 977, in the office of the County Recorder of said Riverside County and relinquishment to County of Riverside, Book 9, Pages 33 through 44 of State Highway Maps;

Thence, continuing along the westerly line of said Instrument No. 13560, North $07^{\circ}47'09''$ West 301.80 feet to the **True Point of Beginning of Parcel A;**

Thence, continuing along said westerly line, North $63^{\circ}30'59''$ West 137.01 feet;

Thence, continuing along said westerly line and along the easterly line of Parcel 1 of Lot Line Adjustment No. 05135 recorded March 29, 2007 as Instrument No. 2007-0214738 of Official Records and referred to in Parcel E1 in a Grant Deed recorded May 5, 2014 as Instrument No. 2014-0162733 of Official Records, North $08^{\circ}16'52''$ East 115.74 feet to a point on a non-tangent curve concave southwesterly having a radius of 1917.00 feet on the northerly line of Parcel 1 of said Lot Line Adjustment, concentric with and distant 83.00 feet southwesterly measured radially from the Centerline of S. Frontage Road (Now known as De Palma Road), having a radius of 2000.00 feet, as shown on said State Highway Map No. 407573, a radial line to said point bears North $43^{\circ}46'00''$ East;

EXHIBIT "A"

Thence, southeasterly 33.67 feet, along said curve and northerly line, through a central angle of $1^{\circ}00'23''$ to a compound curve concave southwesterly having a radius of 274.00 feet, a Radial line to said point bears North $44^{\circ}46'23''$ East;

Thence, southeasterly 27.31 feet, along said curve and northerly line, through a central angle of $5^{\circ}42'38''$;

Thence, tangent from said curve, South $39^{\circ}30'59''$ East 30.41 feet, along said northerly line, to a tangent curve concave northeasterly having a radius of 326.00 feet;

Thence, southeasterly, 32.49 feet, along said curve and northerly line, through a central angle of $5^{\circ}42'38''$;

Thence, tangent from said curve, South $45^{\circ}13'37''$ East 17.37 feet, along said northerly line, to a point hereinafter referred to as POINT "A";

Thence, along the northerly prolongation of the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, South $07^{\circ}47'09''$ East 72.94 feet to the **True Point of Beginning of Parcel A.**

Contains 10,553 Sq. Ft. or 0.242 acres, more or less.

Parcel B:

Commencing at the southeast corner of the west one-half of the Northwest one-quarter of Section 17, Township 5 South, Range 5 West, San Bernardino Meridian;

Thence, along the east line of said west one-half of the Northwest one-quarter of said line also being the east line of that land described in a Grant Deed recorded April 25, 1977 as Instrument No. 71368, of Official Records of Riverside County, North $01^{\circ}34'17''$ East 900.00 feet to the southeasterly most corner of the land described in a Deed recorded January 26, 1977 as Instrument No. 13560 of Official Records of Riverside County, said east line is also the centerline of "Horsethief Road" as shown on said Map Book 9, Pages 33 through 44;

Thence, along the southerly line of said land described in said Instrument No. 13560, North $89^{\circ}23'04''$ West 44.00 feet to an angle point therein;

Thence, along the easterly line of said land described in a deed to the County of Riverside recorded February 24, 1986 as Instrument No. 41987, North $07^{\circ}47'09''$ West 190.79 feet to the westerly right of way of Horsethief Canyon Road and a curve, concave southeasterly, having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from the centerline as shown on said Instrument No. 41987, said point also being on the westerly boundary of the Parcel described in said Instrument No. 13560 and as shown on State of California Department of Transportation Monumentation Map No. 407573, on file in State Highway Map Book 204, Page 977, in the office of the County Recorder of said Riverside County and relinquishment to County of Riverside, Book 9, Pages 33 through 44 of State Highway Maps, and the **True Point of Beginning of Parcel B;**

Thence, continuing along the westerly line of said Instrument No. 13560 and the northerly prolongation thereof and the easterly line of the hereinbefore described Parcel A, North $07^{\circ}47'09''$ West 374.74 feet to Point "A" described in said Parcel A;

Thence, South $45^{\circ}13'37''$ East 176.74 feet, along the northerly line of said Parcel B;

EXHIBIT "A"

Thence, South 33°46'21" East 16.32 feet, along said northerly line, to a point on a line parallel with and distant 50.00 feet northwesterly, measured at right angles from the centerline of Horsethief Canyon Road as shown on document recorded February 24, 1986 as Instrument No. 41987 of Official Records of Riverside County;

Thence, along said parallel line, South 24°58'17" West 91.00 feet to a tangent curve concave easterly having a radius of 550.00 feet, also being concentric with and distant 50.00 feet northwesterly, measured radially from said centerline of Horsethief Canyon Road as described by said Instrument No. 41987;

Thence, southwesterly, 157.98 feet along said curve through a central angle of 16°27'27" to the **True Point of Beginning of Parcel B.**

Contains 20,138 Sq. Ft. or 0.462 acres, more or less.

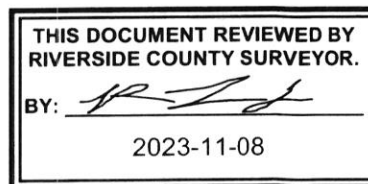
As shown on Exhibit "B" attached hereto and by this reference made a part hereof.




GERALD R. ANDERSON, L.S. 4400 01/12/2023
Date

LICENSE EXPIRES: SEPTEMBER 30, 2023

[XLD-002]



ATTACHMENT "A"
AUTHORIZATION TO CONVEY FEE SIMPLE INTEREST IN REAL PROPERTY IN THE HORSETHIEF CANYON AREA



INDICATES AREAS TO BE CONVEYED

NOTE: TO BE REMOVED PRIOR TO RECORDING