

**DOC # 2023-0289480**

09/29/2023 03:47 PM Fees: \$0.00

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Peter Aldana

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**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO**

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley CA 92509

Attn: City Clerk

\*\*This document was electronically submitted  
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**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE**

**CITY OF JURUPA VALLEY**

**AND**

**EM RANCH OWNER, LLC, a California Limited Liability Company**

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into and dated as of September 7, 2023, by and between the CITY OF JURUPA VALLEY, a California municipal corporation and general law city existing under the Constitution of the State of the California (“City”), and EM RANCH OWNER, LLC., a California limited company (“OWNER”), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code (the “Development Agreement Legislation”) and Article XI, Section 2 of the California Constitution. City and OWNER are occasionally referred to in this Agreement collectively as the “Parties.” Pursuant to the authority contained in the Development Agreement Legislation, as it applies to the City, pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the recitals set forth in Section 1, the mutual covenants set forth in this Agreement, and for the further consideration described in this Agreement, the Parties agree as follows:

1. **RECITALS.** This Agreement is made for the following purposes and with respect to the following facts, which the Parties agree are true and correct:

1.1 The Development Agreement Legislation authorizes City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property for the following purposes:

1.1.1 Ensuring high quality development in accordance with comprehensive plans;

1.1.2 Reducing uncertainty in the development approval process that might otherwise result in a waste of resources, discourage investment, and escalate the cost of development to the consumer;

1.1.3 Strengthening City’s comprehensive planning process to provide for the most efficient use of public and private resources by encouraging private participation in the comprehensive planning process;

1.1.4 Assuring Owners of land that upon approval, they may proceed with their development projects in accordance with defined policies, rules, regulations, and conditions of approval; and

1.1.5 Providing for the financing and/or construction of necessary public facilities and services.

1.2 The property that is the subject of this Agreement is approximately 248.3 acres in size, is generally bounded by Rubidoux Boulevard to the west, State Route 60 to the north, the Santa Ana River to the east and residential and 34<sup>th</sup> Street to the south and is described on Exhibit “A” and depicted on Exhibit “B” attached hereto (the “Property”).

1.3 The Property is subject to the Project Approvals and Applicable Regulations defined in Sections 2.16 and 2.2, respectively, of this Agreement.

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1.3 The Property is subject to the Project Approvals and Applicable Regulations defined in Sections 2.16 and 2.2, respectively, of this Agreement.

1.4 In addition to the general purposes stated above, the following are among the considerations supporting this Agreement:

1.4.1 This Agreement will provide for both Parties: (a) a high quality development on the Property subject to this Agreement; (b) certainty in the type of development to be undertaken on the Property; and (c) the assurance of adequate public facilities and services to ensure the good of the community regardless of City's legal authority to impose such requirements under constitutional or statutory authority.

1.4.2 For City, this Agreement serves to provide for: (a) employment growth anticipated to result from the Development of the Property, both during construction and use; (b) an increase in tax revenues anticipated to result from the Development of the Property; (c) a stimulant to economic growth in the community surrounding the Property; and (d) the achievement of the goals and directives of its General Plan.

1.4.3 The development of new commercial, manufacturing, industrial buildings, associated office space and residential uses is an integral part of OWNER's development plans for the Property. Such facilities are expected to bring employment and increased tax revenue for City.

1.5 The Parties desire to enter into a binding agreement for purposes of: (i) identifying the terms, conditions, and regulations for the Development of the Property; (ii) identifying OWNER's obligations to make certain Community Benefit Contribution, as defined in Section 2.8, and design, construct and install Public Improvements, on the terms and conditions set forth in this Agreement.

1.6 OWNER desires to develop the Property in accordance with the provisions of this Agreement, the Applicable Regulations, and the regulations of those other agencies exercising jurisdiction over the Property.

1.7 OWNER has applied for, and City has approved, this Agreement in order to create beneficial development of the Property and a physical environment that will conform to and complement City's goals, create development sensitive to human needs and values, facilitate efficient traffic circulation, and otherwise provide for the Development of the Property in accordance with City's best interests.

1.8 The City Council has determined that this Agreement is consistent with City's General Plan and each element thereof, including, without limitation, the goals and objectives thereof.

1.9 The following actions have been taken with respect to this Agreement and the Development:

1.9.1 On September 7, 2023, following a duly noticed and conducted public hearing, the Planning Commission adopted Planning Commission Resolution No. PC-2023-18 recommending that the City Council approve this Agreement and the Development.

1.9.2 On September 7, 2023, after a duly noticed public hearing, the City Council adopted the following Resolutions approving certain land use entitlements for the Development: (1) Resolution No. 2023-77, Certifying the Environmental Impact Report, Making Findings, Adopting a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program, (2) Resolution No. 2023-78, approving General Plan Amendment No. 21010 (GPA No. 21010), Specific Plan No. 21001, and Tentative Tract Map No. 38318; copies of which all on file in the City Clerk's Office at City Hall. The Resolutions contain findings pertaining thereto, including those relating to the CEQA documentation for the Development.

1.9.3 On September 7, 2023, following a duly noticed public hearing, the City Council introduced Ordinance No. 2023-14 and on September 21, 2023, held the second reading and adopted Ordinance No. 2023-14, approving this Agreement, a copy of which is on file in the City Clerk's Office at City Hall, which Ordinance includes the findings pertaining thereto, including those relating to the CEQA documentation for the Development and this Agreement's consistency with City's General Plan and each element thereof and any specific plans relating to the Property.

1.10 All actions taken by City have been duly taken in accordance with all applicable legal requirements, including CEQA, and all other requirements for notice, public hearings, findings, votes and other procedural matters.

1.11 City has engaged in extensive studies and review of the potential impacts of the Development, as well as the various potential benefits to City by the Development, and has concluded that the Development is in City's best interests. In consideration of the Public Improvements to be provided by OWNER to City, and in order to strengthen the planning process for the Property and to reduce the economic costs of Development of the Property, City intends to give OWNER assurance that OWNER can proceed with the Development of the Property in accordance with the Project Approvals and the City's Applicable Regulations. In reliance on City's covenants in this Agreement concerning the Development of the Property, OWNER has and will in the future incur substantial costs in site preparation and construction of infrastructure and facilities in order to develop the Property.

1.12 Pursuant to Section 65867.5 of the Development Agreement Legislation, the City Council finds and determines that: (i) this Agreement implements the goals and policies of City's General Plan, including each element thereof; (ii) provides balanced and diversified land uses, and imposes appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within City; (iii) this Agreement is in the best interests of and not detrimental to the public health, safety, and general welfare of City and its residents; (iv) adopting this Agreement is consistent with City's General Plan, and each element thereof and any applicable specific plan, and constitutes a present exercise of City's police power; and (v) this Agreement is being entered into pursuant to and in compliance with the requirements of Government Code Section 65867 of the Development Agreement Legislation.

2. **DEFINITIONS.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in this Agreement. The defined terms include the following:

- 2.1 “*Agreement*” means this Development Agreement.
- 2.2 “*Applicable Regulations*” is defined in Section 4.1.3 of this Agreement.
- 2.3 “*Authorizing Ordinance*” means Ordinance No. 2023-14 adopted by City on September 21, 2023 approving this Agreement.
- 2.4 “*CEQA*” means the California Environmental Quality Act (Cal. Pub. Resources Code, § 21000 *et seq.*)
- 2.5 “*City*” means the City of Jurupa Valley, a California general law city and municipal corporation, duly organized and existing under the Constitution and laws of the State of California, and all of its officials, employees, agencies, and departments.
- 2.6 “*City Council*” means the City Council of City.
- 2.7 “*City Manager*” means the City Manager of City.
- 2.8 “*Community Benefit Contribution*” or “*CBC*” means the payments described in Section 5.6 of this Agreement.
- 2.9 “*OWNER*” means EM RANCH OWNER, LLC, a California Limited Liability Company, and all successors in interest, in whole or part, to this entity with respect to the Property.
- 2.10 “*Development*” means the improvement of the Property for the purposes consistent with this Agreement and the Project Approvals, including, without limitation, demolition, remediation, grading, the construction of infrastructure and public facilities related to the on-site improvements, the construction of structures and buildings, and the installation of landscaping subject to the Project Approvals.
- 2.11 “*Development Agreement Legislation*” means Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.
- 2.12 “*Effective Date*” means the date that this Agreement becomes effective in accordance with Section 3.2 of this Agreement.
- 2.13 “*MSHCP*” means the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan and related amendments and approvals associated therewith.
- 2.14 “*Net Square Footage*” means the amount of enclosed building area of Development. For Commercial Retail Buildings means net leasable area.
- 2.15 “*Project*” means Development of the Property for residential, commercial, business park and industrial uses in accordance with the Project Approvals and this Agreement, inclusive of the permitted uses and Applicable Regulations set forth in this Agreement.

2.16 “*Project Approvals*” means all City approvals or entitlements, or both, pertaining to the Project, including, without limitation, the following resolutions and ordinances approving certain entitlements for the Project: (1) Resolution No. 2023-77, Certifying the Environmental Impact Report, Making Findings, Adopting a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, (2) Resolution No. 2023-78, approving General Plan Amendment No. 21010 (GPA No. 21010), Specific Plan No. 21001, and Tentative Tract Map No. 39318; ; and (3) Ordinance No. 2023-14, approving this Agreement.

2.17 “*Property*” means the real property described in Exhibit “A” and depicted on Exhibit “B”.

2.18 “*Public Improvements*” means the improvements described in the Project Approvals.

2.19 “*Reservation of Authority*” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to City under Section 4.2 of this Agreement.

2.20 “*Site Map*” means the drawing of the site in its condition as of the Effective Date, attached to this Agreement as Exhibit “B”.

2.21 “*Subsequent Project Approvals*” means those Project Approvals issued subsequent to the Effective Date in connection with the Development of the Property.

2.22 “*Subsequent Land Use Regulations*” means all ordinances, resolutions, codes, rules, regulations, and official written policies of City adopted and effective after the Effective Date governing the Development and use of the Property.

2.23 “*Transferee*” means the person to whom OWNER sells, assigns, or otherwise transfers all or any portion of OWNER’s interests in the Property together with all its right, title, and interest in this Agreement in accordance with Section 12 of this Agreement.

### 3. **GENERAL TERMS.**

3.1 **Binding Effect of Agreement.** From and following the Effective Date, the Development, and City actions on applications for Subsequent Project Approvals affecting the Property, shall be subject to the terms and provisions of this Agreement. The provisions of this Agreement, to the extent permitted by law, constitute covenants that shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties.

3.2 **Effective Date.** This Agreement, and the obligations of the Parties to this Agreement, shall be effective on the date that Ordinance No. 2023-14 approving this Agreement becomes effective (the “Effective Date”). The Parties shall approve an operating memorandum pursuant to Section 3.4.4 confirming the Effective Date of this Agreement.

3.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for Twenty (20) consecutive calendar years thereafter (the “Term”), unless Term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties after the satisfaction of all applicable public hearing and related procedural requirements. Notwithstanding the provisions of this Section 3.3, the provisions of Section 5.6, shall survive the expiration or termination of this Agreement.

3.4 Amendment of Agreement.

3.4.1 *Initiation of Amendment.* Any Party may propose an amendment to this Agreement and both Parties agree that it may be beneficial to enter into additional agreements or modifications of this Agreement in connection with the implementation of the separate components of the Development.

3.4.2 *Procedure.* Except as set forth in Section 3.4.4 of this Agreement, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

3.4.3 *Consent.* Except as expressly provided in this Agreement, any amendment, including an extension of the Term, to this Agreement shall require the written consent of both Parties, in accordance with law. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties.

3.4.4 *Operating Memoranda.* The Parties acknowledge that refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details and performance of the Parties. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when the Parties mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement through one or more operating memoranda mutually approved by the Parties. The operating memoranda may be approved on City’s behalf by the City Manager, or such person designated in writing by the City Manager, and by any corporate officer or other person designated for such purpose in a writing signed by a corporate officer on behalf of OWNER. After execution of an operating memoranda it shall be attached to this Agreement as addenda and become a part of this Agreement. Unless otherwise required by law or by this Agreement, no such changes, adjustments, or clarifications shall require prior notice or hearing, public or otherwise.

3.4.5 Termination. Unless terminated earlier, pursuant to the terms of this Agreement, this Agreement shall automatically terminate and be of no further effect upon the expiration of the Term. The termination of this Agreement, for any reason, shall not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Project Approvals.

**4. DEVELOPMENT OF THE PROPERTY.**

4.1 Right to Develop.

4.1.1 *Right to Develop.* OWNER shall have a vested right to develop the Property during the term of this Agreement in accordance with, and to the extent of, the Project Approvals and this Agreement.

4.1.2 *Effect of Agreement on Applicable Regulations.* Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the rate or timing of development, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development, shall be those contained in the Project Approvals and those Applicable Regulations not inconsistent with the Project Approvals which were in full force and effect as of the Effective Date of this Agreement.

4.1.3 *Applicable Regulations.* Except as otherwise specified in this Agreement and the Project Approvals, the following shall govern the development of the Property (“Applicable Regulations”):

4.1.3.1 The provisions of the Jurupa Valley Municipal Code pertaining to property development in effect as of the Effective Date of this Agreement;

4.1.3.2 City ordinances and resolutions pertaining to property development in effect as of the Effective Date of this Agreement; and

4.1.3.3 The City’s General Plan, and each element thereof, in effect as of the Effective Date of this Agreement.

4.1.4 *Subsequent Project Approvals.* City shall accept for processing, review and action all applications for Subsequent Project Approvals, and City staff shall use their reasonable efforts to process such applications in an expeditious manner, taking into account City’s staffing levels, and all requisite development fees shall be calculated and paid at such time as payment for such fees is due and payable, for all or a portion of the Property. City further agrees that, unless otherwise requested by OWNER, it shall not, without good cause as provided in this Agreement, amend or rescind any Subsequent Project Approvals respecting the Property after City has granted the same.

4.1.5 *Amendments to Project Approvals.* It is contemplated by the Parties that OWNER may, from time to time, seek amendments to one or more of the Project Approvals. In the event OWNER finds that such an amendment is appropriate or desirable, OWNER may apply in writing for an amendment to the Project Approvals to effectuate such change. The Parties acknowledge that City shall be permitted to use its sole and absolute discretion in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing sole and absolute discretion, City shall not apply a standard different than it has used in evaluating requests of other property owners. Any such amendments are contemplated by the Parties as being within the scope of this Agreement as long as they are consistent with the Applicable Regulations and shall, upon approval by City, continue to constitute the Project Approvals as referenced in this Agreement. The Parties agree that any

such approved amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

4.2 Reservation of Authority by City.

4.2.1 *Limitations, Reservations, and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

4.2.1.1 Processing fees and charges of every kind and nature adopted by City pursuant to state law for costs related to City's processing of applications for Project Approvals.

4.2.1.2 Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matters of procedure.

4.2.1.3 Changes adopted by the City Council in the California Building Code, California Historic Building Code, California Existing Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Green Building Standards Code, California Referenced Standards Code, California Residential Code, International Property Maintenance Code and similar uniform codes as required by and in accordance with the authority granted to City under state law.

4.2.1.4 Regulations that are not in conflict with the Project Approvals and this Agreement.

4.2.1.5 Regulations that are in conflict with the Project Approvals provided OWNER has given written consent to the application of such regulations to the Development.

4.2.1.6 Federal, state, county, and multi-jurisdictional laws and regulations that preempt local regulations, or mandate the adoption of local regulations, and are in conflict with the Project Approvals.

4.2.1.7 Subsequent Land Use Regulations adopted by City in connection with any Subsequent Project Approvals, necessary to protect the imminent safety or health, or both, of the residents or occupants of the Property, or the residents or people of City, or both.

4.2.2 *Future Discretion of City.* Notwithstanding any other provision of this Section 4.2, this Agreement shall not prevent City, in acting on Subsequent Project Approvals, from denying or conditionally approving any Subsequent Project Approval on the basis of the Applicable Regulations or any Subsequent Land Use Regulations not in conflict with the Project Approvals.

4.2.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that Federal, State, County, or multi-jurisdictional laws or

regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal, State, County, or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

4.2.4 *Intent.* City acknowledges that OWNER has reasonably entered into this Agreement and may proceed with the Development of the Property on the assumption that City has adequately provided for the public health, safety and welfare through the Applicable Regulations. In the event that any future, unforeseen public health or safety emergency arises, City shall attempt to address such emergency in such a way as not to impact the Development in accordance with the Project Approvals, and if that is not possible, to select that option for addressing the emergency which has the least adverse impact on the Development in accordance with the Project Approvals.

4.3 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not subject to control by City may possess authority to regulate aspects of the Development, and this Agreement does not limit the authority of such other public agencies.

4.4 Timing of Development. Except as set forth in Agreement regardless of any future enactment, by initiative, or otherwise, OWNER shall have the discretion to develop the Property, or not develop the Property, in one phase or in multiple phases at such times as OWNER deems appropriate within the exercise of its sole and absolute business judgment. Specifically, City agrees that OWNER shall be entitled to apply for and receive permits, maps, occupancy certificates, and other entitlements to develop and use the Property at any time, provided that such application is made in accordance with this Agreement and the Applicable Regulations. It is the intent of the Parties to cure the deficiency identified by the Supreme Court in *Pardee Construction Company v. City of Camarillo*, 37 Cal. 3d 465 (1984), which held the failure of a development agreement to specify the timing of development did not prevent a latter-enacted initiative from applying to the project approvals applicable to the development agreement in question in that case.

4.5 Vested Rights. By entering into this Agreement and relying thereon, OWNER is obtaining the vested rights to proceed with the Development of the Property in accordance with the terms and conditions of this Agreement. By entering into this Agreement and relying thereon, City is securing certain public benefits which enhance the public health, safety and welfare, a partial listing of which benefits is set forth in Section 1 of this Agreement.

4.6 No Conflicting Enactments. Except as otherwise provided by this Agreement, neither the City Council nor any other agency of City shall enact a rule, regulation, ordinance, or other measure applicable to the Property that is inconsistent or conflicts with the terms of this Agreement.

4.6.1 *Moratorium.* It is the intent of the Parties that no moratorium or other limitation (whether relating to the Development of all or any part of the Development and

whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), site development permits, precise plans, site development plans, grading permits, building permits, occupancy certificates, or other entitlements to use approved, issued, or granted within City, or portions of City, shall apply to the Development to the extent such moratorium or other limitation would restrict OWNER's right to develop the Property as provided by this Agreement in such order and at such rate as OWNER deems appropriate at its sole and absolute discretion, as provided by this Agreement. City shall reasonably cooperate with OWNER in order to keep this Agreement in full force and effect. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to reasonably cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending. The filing of any third party lawsuit(s) against City or OWNER relating to this Agreement, the Project Approvals or to other development issues affecting the Property shall not delay or stop the Development, processing, or construction of the Development, unless the third party obtains a court order preventing the activity.

4.6.2 *Consistency Between this Agreement and Current Laws.* City represents that at the Effective Date there are no rules, regulations, ordinances, policies, or other measures of City in force that would interfere with the Development and use of all or any part of the Property according to this Agreement. In the event of any inconsistency between any Applicable Regulation, Development Approval, and this Agreement, the provisions of this Agreement shall control.

4.7 Further Assurances to OWNER. The Parties further acknowledge that the public benefits to be provided by OWNER to City pursuant to this Agreement are in consideration and reliance upon assurances that the Property can be developed in accordance with the Project Approvals and this Agreement. Accordingly, while recognizing that the Development of the Property may be affected by exercise of the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement, OWNER is concerned that normally the judiciary extends to local agencies significant deference in the adoption of land use regulations that might permit City, in violation of Section 4.2, to attempt to apply regulations that are inconsistent with the Project Approvals pursuant to the exercise of the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement. Accordingly, OWNER desires assurances that City shall not and City agrees that it shall not further restrict or limit the Development of the Property in violation of this Agreement except in strict accordance with the terms of this Agreement.

4.8 Acquisition of Right of Way for Public Improvements.

4.8.1 To the extent OWNER does not have sufficient title or interest in the real property required for the construction or installation of a Public Improvement, OWNER shall make a good faith effort to acquire the required property ("Required Property") in a timeframe calculated to allow for the orderly Development of the Project. If, following this effort, OWNER is unable to acquire the Required Property, OWNER shall have the right, but not the obligation, to request that CITY acquire the Required Property pursuant to the provisions of

Government Code Section 66462.5, which shall be applicable, regardless of whether OWNER is applying for approval of a final map. CITY shall consider in good faith the acquisition of the Required Property pursuant to an acquisition agreement in substantially the form of Exhibit "C" ("Acquisition Agreement"), pursuant to the provisions of Government Code Section 66462.5 or Code of Civil Procedure Section 1230.010 and following, as the case may be, including proceedings for immediate possession of the Property pursuant to Code of Civil Procedure Section 1255.410 and following. This Agreement is neither a commitment nor an announcement of an intent by CITY to acquire any or all of the property required for Off-Site Improvements.

4.8.2 In the event CITY delays or is unwilling or unable to acquire the Required Property, such conditions of approval shall be automatically deemed waived. The specific acquisition of Right of Way requiring public improvements shall be referenced in the Acquisition Agreement.

4.8.3 Both parties acknowledge and agree that acquisition of the Required Property in accordance with the California Eminent Domain Law, requires more time than the suggested timeframes of Government Code Section 66462.5 allow and therefore, the parties waive these time constraints and the Acquisition Agreement shall so provide. The parties further acknowledge and agree that CITY cannot exercise its power of eminent domain unless and until a Resolution of Necessity has been duly adopted by the City Council pursuant to law. This Agreement is neither a commitment nor the announcement of an intent by CITY to acquire any or all of the Required Property for the Public Improvements.

4.8.4 If OWNER asks CITY and CITY agrees to acquire right-of-way through the use of its power of eminent domain, then OWNER and CITY shall enter into an Acquisition Agreement pursuant to Government Code Section 66462.5 for each Public Improvement. OWNER shall deposit with CITY the actual costs reasonably estimated by CITY for initiating such proceedings and each stage thereof. Notwithstanding the foregoing provisions of this Section 4.9. City shall not delay or refuse to issue any Future Development Approvals due to the failure or delay of the City to either (i) enter into the Acquisition Agreement; (ii) if necessary, failure to initiate or conclude an eminent domain proceeding, if such a proceeding is necessary to obtain the Required Property; or (iii) approve any improvement plans needed to construct any Public Improvement.

4.9 Term of Map(s) and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed for all or any portion of the Property and the term of each of the Project Approvals (including, without limitation, Future Development Approvals) shall be deemed extended without further required action for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.3 above.

4.10 Requirement that sufficient water supply be available to residential subdivisions. The Project includes a subdivision as defined in Government Code Section 66473.7. Any tentative map prepared for the subdivision shall comply with Government Code Section 66473.7 by imposing a condition that sufficient water supply be available to service the residential subdivisions.



## 5. IMPACT FEES.

5.1 City Development Impact Fees. Owner shall pay all development impact fees pursuant to Chapter 3.75 or other provisions of the Jurupa Valley Municipal Code (“DIF”). For the five (5) years following the Effective Date the DIF shall be paid at the DIF rates in effect as of the Effective Date. Thereafter, the DIF shall be paid at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the DIF may be paid as required by law. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of OWNER shall be separately responsible for payment of any and all DIF for that portion of the Property developed by such person or entity and shall not be responsible for payment of any DIF related to other portions of the Property.

5.2 TUMF Fees. Pursuant to Chapter 3.70 of the Jurupa Valley Municipal Code, Transportation Uniform Mitigation Fees (“TUMF”), the TUMF shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the fees may be paid as required by law. OWNER shall be entitled to such credits as might be available pursuant to the terms of Chapter 3.70 of the Jurupa Valley Municipal Code or the terms of the future allowable fees. Owner understands and acknowledges that TUMF is collected and administered by the Western Riverside Council of Governments and not by the City. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of OWNER shall be separately responsible for payment of any and all TUMF for that portion of the Property developed by such person or entity and shall not be responsible for payment of any TUMF related to other portions of the Property.

5.3 MSHCP Fees. Pursuant to Chapter 3.80 of the Jurupa Valley Municipal Code, Western Riverside County Multi-Species Habitat Conservation Plan Fees (“MSHCP Fee”), the MSHCP Fee shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property or such other time as the fees may be paid as required by law. OWNER shall be entitled to such credits as might be available pursuant to the terms of Chapter 3.80 of the Jurupa Valley Municipal Code. Owner understands and acknowledges that the MSHCP Fee is administered by the Riverside Conservation Agency and not by the City. All persons or entities holding title or interest in any portion of the Property, including all successors and assigns of OWNER shall be separately responsible for payment of any and all MSHCP Fee for that portion of the Property developed by such person or entity and shall not be responsible for payment of any MSHCP Fee related to other portions of the Property.

5.4 Other Regional Development Impact Fees. Other regional development impact fees, or any other development impact fees imposed by another governmental agency imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property or such other times as the fee may be required to be paid by law.

5.5 Application/Processing Fees. OWNER shall pay the application and processing fees for applications for entitlements and permits at the rate, and in the amount, imposed by City pursuant to the fee schedule, resolution, or ordinance in effect at the time the

application is deemed complete and accepted by City for action, which fees are designed to reimburse City's expenses attributable to processing such applications for entitlements, permits, or both.

5.6 Community Benefit Contributions. In partial consideration of the benefits received by OWNER pursuant to the terms of this Agreement and the Project Approvals, OWNER shall pay to City the following Community Benefit Contributions.

5.6.1 *Facilities Benefit Contribution.* OWNER shall pay to the City an annual Facilities Benefit Contribution in the initial amount of one hundred ten dollars (\$110) for each multi-family residential unit and one hundred eight three dollars (\$183.00) for each single family unit in the Project, subject to annual increase as described below.

5.6.1.1 The Facilities Benefit Contribution shall be used for the design and construction of public facilities for the City, including, but not limited, to those public facilities described on the City's Capital Improvement Plan, as currently adopted or hereafter amended. The parties shall meet and confer in good faith bi-annually to discuss potential projects to be funded with the Facilities Benefit Contribution and how those projects will benefit the Rubidoux community but the final decision shall be determined by the City Council in its sole discretion.

5.6.1.2 The first Facilities Benefit Contribution payment shall be paid thirty (30) calendar days after City issues the first building permit for vertical construction for a building on a per-building basis based on the number of multi-family units in the building, or the single family home, for which a building permit for vertical construction was issued and on a pro rata basis for the portion of the year remaining. Thereafter, the Facilities Benefit Contribution shall be paid annually on July 1 based on the number of building permits issued for vertical construction during the prior year.

5.6.1.3 Commencing July 1st of City's second fiscal year in which payment of the Facilities Benefit Contribution, and annually thereafter, the Facilities Benefit Contribution rate shall automatically increase by two percent (2%)

5.6.1.4 The term of the Facilities Benefit Contribution described in this Section 5.6.1 shall, for any Assessor Parcel or Lot, be fifty (50) years from the date the first building permit is issued for vertical construction.

5.6.2 *Maintenance of Infrastructure Benefit Contribution.* OWNER shall pay to the City an annual Maintenance of Infrastructure Benefit Contribution in the initial amounts of thirty seven dollars (\$37.00) per multi-family residential unit, sixty one dollars and sixty one cents (\$61.60) per single family unit, three hundred eight dollars (\$308) per acre for properties designated retail, business park, hotel in the Project Approvals, and one hundred twenty three dollars (\$123) per acre for properties designated light industrial in the Project Approvals. The Maintenance of Infrastructure Benefit Contribution shall be subject to annual increase as described below.

5.6.2.1 Maintenance of Infrastructure Benefit funds shall be used for operation, maintenance and repair of City infrastructure that are required by the Project

Approvals, including, but not limited to, flood and storm protection services, sidewalks, roads, road medians, street lighting, traffic signals and similar City facilities as determined by the City. Nothing herein shall limit the OWNER'S obligations pursuant to the Project Approvals for operation, maintenance and repair of City infrastructure.

5.6.2.2 The first Maintenance of Infrastructure Benefit Contribution payment shall be paid thirty (30) calendar days after City issues the first building permit for vertical construction on a per-building based on the number of multi-family units in the building, or the single family home, for which a certificate of occupancy was issued and on a pro rata basis for the portion of the year remaining. Thereafter, the Maintenance of Infrastructure Benefit Contribution shall be paid annually on July 1 based on building permits for vertical construction issued during the prior year.

5.6.2.3 Commencing July 1st of City's second fiscal year in which payment of the Maintenance of Infrastructure Benefit Contribution, and annually thereafter, the Maintenance of Infrastructure Benefit Contribution rate shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario), provided however, that the increase shall not be less than two percent (2%) nor more than six percent (6%). The calculation of the percentage change in the Consumer Price index shall be made by the City using the month of April over the month of April in the prior year.

5.6.3 *Annual Public Safety Benefit Contribution.* OWNER shall pay to the City an annual Public Safety Benefit Contribution in the initial amount of: 1) Two hundred six dollars (\$206) per multi-family residential unit; 2) three hundred forty three dollars (\$343.00) per single family residential; 3) twelve and six tenths cents (\$.126) per square foot for properties designated Commercial Retail in the Project Approvals; 4) nine and four tenths cents (\$.094) per square foot for properties designated Commercial Other in the Project Approvals; 5) eight and four tenths cents (\$.084) per square foot for properties designated Business Park in the Project Approvals; and 6) four and four tenths cents (\$.044) per square foot for properties designated Light Industrial in the Project Approvals. The Annual Public Safety Benefit Contribution shall be subject to annual increase as described below. As building permits for vertical construction are issued for each new building, the Public Safety Benefit Contribution shall be adjusted upward or downward, to the square footage stated in the building permit issued by the City for the applicable building.

5.6.3.1 The annual Public Safety Benefit Contribution shall be used to supplement police, fire, emergency medical and other public safety services for the Project, as determined from time to time by the City among such services, in addition to those services currently provided.

5.6.3.2 The first Public Safety Benefit Contribution payment shall be paid thirty (30) calendar days after City issues the first building permit for vertical construction for a building on a per-building basis based on the number of multi-family units in the building, or the single family home, for which a building permit for vertical construction was issued and on a pro rata basis for the portion of the year remaining. Thereafter, the Public Safety

Benefit Contribution shall be paid annually on July 1 based on building permits for vertical construction issued during the prior year.

5.6.3.3 Commencing July 1st of City's second fiscal year after which payment of the Public Safety Benefit Contribution commenced, and annually thereafter, the Public Safety Benefit Contribution rate shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario), provided however, that the increase shall not be less than two percent (2%) nor more than six percent (6%) as determined by the City. The calculation of the percentage change in the Consumer Price index shall be made using the month of April over the month of April in the prior year.

5.6.4 *Affordable Housing Units.* All affordable housing units constructed on the Project shall be exempted from payment of the Community Benefit Contributions listed in Sections 5.6.1, 5.6.2, 5.6.3 and 5.6.13 of this Agreement. "Affordable housing units" shall mean units: (1) affordable to persons and families of very low, low or moderate income as provided California Health and Safety Code Sections 50052.5 and 50053 (or their successor statutes), adjusted for household size and income level, less the appropriate allowance for utilities; and (2) subject to a recorded affordability agreement approved by the City imposing the affordability restrictions for periods of fifty-five (55) years or more on "for rent" units and forty-five (45) years or more on "for sale" units.

5.6.5 *Transitional Living Program.*

5.6.5.1 OWNER shall pay to the City two hundred fifty thousand dollars (\$250,000.00) that the City shall use for its transitional living program to support housing services and opportunities for residents. Path of Life Ministries is currently providing the services for this program, but City shall retain the discretion to use or add other consultants for the program and as to the specific uses of the contribution.

5.6.5.2 This contribution shall be paid to the City in five equal installments. The first payment of fifty thousand dollars (\$50,000.00) shall be paid to the City within thirty (30) days after the Effective Date of this Agreement. The remaining annual payments of fifty thousand dollars (\$50,000.00) shall be paid to the City on July 1, or the next business day thereafter, of each of the subsequent four (4) years.

5.6.6 *Arts, Culture and Community Resources Fund.* OWNER shall pay to the City the one-time sum of one hundred twenty five thousand dollars (\$125,000.00) which the City Council, in its sole discretion, shall use allocate to entities serving the City through arts, culture or community resources programs. This payment shall be made to the City within thirty (30) days after the Effective Date of this Agreement.

5.6.7 *Community Room Lease.* OWNER shall lease to the City at no charge, a dedicated space of not less than two thousand five hundred (2,500) square feet within the commercial area of the Project for the City's exclusive use as a community room. The City and OWNER shall negotiate a lease in good faith consistent with the terms of this Agreement, that provides for a term of twenty (20) years in a suitable facility, with reasonable public access,

and other customary and reasonable commercial lease terms (including, but not limited to, access to restrooms, cabinets, countertop and sink), with the commencement date within thirty (30) days of the issuance of the certificate of occupancy for the designated building, or such other time as agreed upon in writing between the parties.

5.6.8 *Commercial Rehabilitation Program Contributions*

5.6.8.1 OWNER shall pay to the City a one-time sum of five hundred thousand dollars (\$500,000.00) to establish the Commercial Rehabilitation Program. Payment shall be made within thirty (30) days following issuance of the first building permit for vertical construction of a non-residential building for the Project.

5.6.8.2 City shall use this fund to support and retain local businesses who may have to compete with the larger incoming tenants of the Project. The City intends to provide grants to small businesses for building improvements such as HVAC, roof repairs, or façade improvements.

5.6.8.3 Distributions from the Commercial Rehabilitation Program for these purposes shall be at the sole discretion of the City Council.

5.6.9 *Rubidoux Downtown Master Plan.* OWNER shall pay to the City the sum of two hundred fifty thousand dollars (\$250,000.00) to support the City's efforts to develop the Rubidoux Downtown Master Plan. Payment shall be made within thirty (30) days following issuance of the first building permit for a non-residential building for the Project.

5.6.10 *SR 60 Freeway/Rubidoux Bl. Interchange--Project Approval and Environmental Documentation Study.* The Parties recognize the importance of moving as quickly as possible to design and construct improvements to the SR 60 Freeway/Rubidoux Bl. Interchange so as to provide better access to the SR 60 Freeway for the benefit of the tenants of the Project and the Rubidoux community. The first step in the process is to complete a Project Approval and Environmental Documentation Study ("PAED") for Caltrans. The estimated cost of the PAED is \$3,800,000. Of this amount the City has \$2,400,000 in available funds for the PAED. City agrees to fund the additional \$1,400,000 for the PAED. Within sixty (60) calendar days from the Effective Date, City shall post on Planet Bids a Request for Proposals from qualified engineering firms to conduct the PAED. Thereafter, the City shall diligently and in good faith pursue the completion of the PAED. City shall also meet and confer with Caltrans on a regular basis so as to anticipate Caltrans issues and to be able to address those issues to the extent possible in the PAED before formally submission to Caltrans.

5.6.11 *Commercial Truck Enforcement.*

5.6.11.1 Effective enforcement of the City's Truck Ordinances is essential to the success of the Project and the OWNER and lessees of non-residential properties in the Project must take responsibility to ensure trucks servicing their buildings comply with the City's Truck Ordinances.

5.6.11.2 As used in this section, "Truck Ordinances" shall mean those provisions of the Jurupa Valley Municipal Code regulating parking of and use of

trucks on City streets, including but not limited to, Chapter 12.25, Parking Restrictions, and Section 12.35.020, Permissible Vehicle Weight on Streets, Roads, Highways, and Bridges; Truck Routes, as those provisions now exist or may hereafter be amended or modified.

5.6.11.3 City will fund commercial truck enforcement with incoming revenues from the Public Safety Benefit Contribution described in Section 5.6.3.

5.6.11.4 With respect to trucking companies and truck drivers providing transportation services to their respective properties, OWNER, for itself, and all successors, assigns, and lessees of non-residential properties shall: 1) Notify all truck companies and truck drivers that they must comply with City's Truck Ordinances through means and text approved by the Director of Community Development; 2) be jointly liable with trucking companies and truck drivers for violations of the City's Truck Ordinances; and 3) be subject to administrative citations pursuant to Jurupa Valley Municipal Code Chapter 1.20, Administrative Penalties, and other applicable City remedies for violation of these provisions.

5.6.11.5 With respect to trucking companies and truck drivers providing transportation services to their respective properties, OWNER, for itself, and all successors, assigns, and lessees of non-residential properties hereby consent to the City's use of cameras and other technologies on public streets to identify truck or other vehicles originating from or traveling to non-residential properties within the Project that are in violation of the City's Truck Ordinances.

5.6.12 *Permanent Supportive Housing Contribution.* OWNER shall pay to the City a one-time Community Benefit Contribution in the amount of one-dollar (\$1.00) per square foot of building constructed in the Light Industrial District to be used by the City towards the construction of Permanent Supportive Housing. The payment of this Community Benefit Contribution shall be made prior to the issuance of a Certificate of Occupancy for each building constructed in the Light Industrial District.

5.6.13 *General Fund Special Assessment.* The OWNER shall be subject to an annual per square foot Special Assessment on all buildings in the Light Industrial District. Each building constructed in the Light Industrial District shall be subject to a General Fund Special Assessment that will be paid upon occurrence of both of the following: (a) issuance of a final certificate of occupancy and (b) commencement of the business operations of the first tenant within such building. The Light Industrial General Fund Special Assessment shall be prorated for the first fiscal year of City in which both conditions are satisfied and is intended for purposes of offsetting impacts to streets, police services, forfeiture of potential sales tax, and other maintenance associated with development and operation of the Property. The Light Industrial General Fund Special Assessment shall be an amount of money equal to five cents (\$.05) per square foot of each building constructed in the Light Industrial District, as such square footage is reflected in the applicable building permit issued by City. Commencing July 1<sup>st</sup> of City's second fiscal year in which payment of the General Fund Special Assessment will be due, and annually thereafter, the Light Industrial General Fund Special Assessment rate of five cents (\$.05) per square foot of each building constructed in the Light Industrial District shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario) provided however, that the increase shall not be

less than two percent (2%) nor more than six percent (6%). The calculation of the percentage change in the Consumer Price Index shall be made using the month of April over the month of April in the prior year. As certificates of occupancy are issued for each new tenant, the General Fund Special Assessment shall adjust upward or downward, to the square footage stated in the building permit issued by the City for the applicable building.

5.6.14 Except as otherwise provided in this Agreement, City shall not be obligated to issue building permits for a building in the Project if OWNER has not paid the Community Benefit Contributions in accordance with this Section 5.6 to the extent any payments are due prior to the issuance of the building permit being requested.

#### 5.7 Community Facilities District--Community Benefit Contributions.

5.7.1 OWNER acknowledges and agrees that the obligations described in Section 5.6 are required by the terms of the Project Approvals and shall be paid to the City as provided therein whether or not a Community Facilities District or other financing mechanism is established to facilitate payments.

5.7.2 OWNER may request to fulfill the annual Community Benefit Contributions and Special General Fund Assessment described in Section 5.6 through a City Services Community Facilities District pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov. Code, §§ 53311-53368.3) ("CFD"). OWNER may file a Petition and Waiver with City to initiate formation of, or annexation to a City CFD if one already exists, and pay all costs associated with the formation of, or annexation to, a CFD, with payments made through a deposit with the City in an amount determined by the City to be required to pay such formation costs. OWNER shall file such a petition within twelve (12) months of the Effective Date of this Agreement.

5.7.3 The special taxes from the CFD shall increase annually in accordance with the provisions of Sections 5.6.1.3, 5.6.2.2, 5.6.3.3 and 5.6.13 above.

5.7.4 CITY agrees that the maximum effective tax rate for Assessor's Parcels for properties designed as residential in the Project Approvals within each CFD, including without limitation, overlapping debt, may not exceed one and one-half percent (1.5%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the CFD and the Rates and Methods of Apportionment of the Special Taxes for the CFD.

5.7.5 The base year for the CFD shall be Fiscal Year 2024-2025 and shall include all properties for which a building permit was issued by April 1 of the prior fiscal year.

5.7.6 City agrees to use its reasonable efforts to diligently develop and implement the CFD(s) subject to public hearing and election requirements of applicable State law and, if tax-exempt bonds are to be issued, Federal tax law, the Existing Regulations and the customary and reasonable industry standards for the development of such financings for CFD(s). OWNER shall work cooperatively and diligently with the City to complete the CFD process as expeditiously as possible. OWNER and City acknowledge and agree that the establishment of a

CFD for facilities and services and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing and commercial/industrial markets, value of homes and commercial/industrial properties in the area, absorption rates for home sales and commercial/industrial sales and leasing in the area, bond underwriting criteria and ratings by bond-rating agencies. The bond terms of any CFD and the related bond issue shall be determined by the City in its discretion.

5.7.7 City agrees that upon receipt of OWNER'S written request and application and the deposit with City of sufficient funds to pay the City's costs to undertake the proceedings to establish any particular CFD, City shall conduct proceedings to establish the respective CFD(s) and OWNER shall cooperate in the conduct of such proceedings. OWNER acknowledges that this Agreement cannot obligate the City Council to establish the CFD(s) at the conclusion of those proceedings.

5.7.8 The approval of the City Council or a city-related entity of the terms of the CFD(s) shall supersede conflicting provisions of this Section 5.

5.8 Administrative Fee. OWNER shall pay to City a one-time administrative fee in the amount of fifty thousand dollars (\$50,000.00) thirty (30) calendar days after the Effective Date and ten thousand dollars (\$10,000) annually on each anniversary of the first payment, until each building contemplated by the Project Approvals obtained a Certificate of Occupancy, which shall compensate City for its costs incurred in drafting, processing and monitoring this Agreement, including, without limitation, staff time and attorney fees and costs.

## **6. OBLIGATIONS OF THE PARTIES.**

6.1 OWNER's Obligation to Construct Public Improvements. OWNER shall, at its sole cost and expense, design, construct, install, and finally complete Public Improvements. The design, construction, installation, and final completion of the Public Improvements shall be in conformance with City standards in effect as of the date the plans and specifications are submitted to the City Engineer for review. City Engineer shall approve, in writing, subject to the City Engineer's determination of compliance with the City standards and Section 6.2, all Plans and Specifications for construction, installation, and final completion of the Public Improvements. Except as otherwise provided in this Agreement, the Public Improvements shall be completed at such time as set forth in the Project Approvals. The Parties shall enter into City's standard subdivision improvement agreement, or an applicable modification thereof approved by the City in its discretion, for the completion of the Public Improvements. OWNER shall be eligible to receive credit from the City for OWNER's cost to construct and complete any Public Improvements that are oversized in accordance with Existing Regulations and as provided in the applicable subdivision improvement agreement.

6.2 Local, State And Federal Laws. OWNER and its contractors shall carry out the design and construction of all private improvements on the Property and all Public Improvements in conformity with all applicable laws (to the extent applicable), including,

without limitation, all applicable federal, state and local occupation, employment, prevailing wage, safety and health laws, rules, regulations, and standards. OWNER shall indemnify, defend, and hold the Indemnified Parties (as defined in Section 8.1) harmless from and against any cost, expense, claim, charge, or liability relating to or arising directly or indirectly from any breach by or failure of OWNER or its contractor(s) or agents to comply with such laws, rules, regulations, and standards. OWNER's indemnity obligations set forth in this Section 6.2 shall survive the termination or expiration of this Agreement.

6.3 Maintenance of Improvements. Responsibility for the ongoing maintenance of improvements provided by OWNER pursuant to this Agreement shall be apportioned between the Parties in accordance with the terms of this Section 6.3.

6.3.1 *City Maintenance of Dedicated Public Improvements.* City shall maintain all dedicated and accepted streets, walls, and City-owned storm drain facilities constructed by OWNER as part of the Public Improvements.

6.3.2 *OWNER Maintenance of Landscaping and Storm Drain Facilities.* OWNER shall maintain all landscaping on the Property and on adjacent City rights-of-way, and all City owned and accepted storm drainage facilities on the Property, with the exception of the storm drain facilities owned and maintained by the Riverside County Flood Control District.

6.4 Easements. City shall grant such easements over City property as are reasonably needed for the Development of the Property provided such easements do not impede or interfere with public services provided on such properties. OWNER shall grant to City such easements over its property as are reasonably needed for the construction and maintenance of the Public Improvements. Such grants shall be at no additional cost to either Party.

6.5 Community Facilities District--Public Improvements.

6.5.1 *Request.* OWNER may request in writing that the CITY establish one or more community facilities districts (each a "CFD") pursuant to the Mello Roos Community Facilities District Act to finance the design, construction, installation, and final completion of the Public Improvements as required by the Project Approvals and this Agreement and shall vote in favor of each such community facilities districts.

6.5.1.1 The Public Improvement Special Tax will be authorized to be levied on all non-governmentally owned assessor's parcels within each CFD to fund, in order of priority: (a) administrative expenses of the CFD; (b) scheduled debt service on bonds for the CFD that are issued to fund eligible public facilities (including, as may be permitted by the City and other agencies, public facilities in lieu of development impact fees); (c) replenishment of a reserve fund for the bonds; and (d) on a pay as you go basis, eligible public facilities (including, as may be permitted by the City and other agencies, public facilities in lieu of development impact fees).

6.5.1.2 No other CFD or public financing mechanism from another public agency shall be used to finance the Public Improvements.

6.5.2 *Maximum Effective Tax Rate.* CITY agrees that the maximum effective tax rate for Assessor's Parcels for properties designed as residential in the Project Approvals within each CFD, including without limitation, overlapping debt, may not exceed one and one-half percent (1.5%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the CFD and the Rates and Methods of Apportionment of the Special Taxes for the CFD.

6.5.3 *Processing CFD; Viability of CFD.* City agrees to use its reasonable efforts to diligently develop and implement the CFD(s) subject to public hearing and election requirements of applicable State law and, if tax-exempt bonds are to be issued, Federal tax law, the Existing Regulations and the customary and reasonable industry standards for the development of such financings for CFD(s) as determined by the City. OWNER shall work cooperatively and diligently with the City to complete the CFD process as expeditiously as possible. OWNER and City acknowledge and agree that the establishment of a CFD for facilities and services and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing and commercial/industrial markets, value of homes and commercial/industrial properties in the area, absorption rates for home sales and commercial/industrial sales and leasing in the area, bond underwriting criteria and ratings by bond-rating agencies.

6.5.4 Commencement of Proceedings. City agrees that upon receipt of OWNER'S written request and application and the deposit with City of sufficient funds as determined by the City to pay the City's costs to undertake the proceedings to establish any particular CFD, City shall conduct proceedings to establish the respective CFD(s) and OWNER shall cooperate in the conduct of such proceedings. OWNER acknowledges that this Agreement cannot obligate the City Council to establish the CFD(s) at the conclusion of those proceedings. The bond terms of any CFD and the related bond issue shall be determined by the City in its discretion.

## **7. CITY'S OBLIGATIONS.**

7.1 Property Approvals Independent. All approvals required for the Project which may be or have been granted, and all land use entitlements or approvals generally which have been issued or will be issued by City with respect to the Project, constitute independent actions and approvals by City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Project Approvals or other land use approvals and entitlements for the Project. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and conditions of approval. It is understood by the Parties to this Agreement that pursuant to existing law, if this Agreement terminates or is held invalid or unenforceable as described above, such approvals and entitlements shall not remain valid for the Term, but shall remain valid for the term(s) of such approvals and entitlements.

7.2 City Cooperation. City staff shall work cooperatively with OWNER to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements and approvals. To the extent City or City's designee is unable to process and consider permits, entitlements and approvals in an expeditious manner, OWNER shall pay to the City the costs of hiring temporary Staff or retaining an outside contractor to assist CITY in the expeditious processing and consideration of all necessary permits, entitlements and approvals.

### 7.3 Transient Occupancy Tax Sharing Agreements

7.3.1 The City Council finds and determines that a transient occupancy tax sharing agreement to provide economic assistance for qualifying hotels as described in this Section will promote the public health, safety, and welfare of the people in the City and will be of substantial economic benefit to the City based on the following:

7.3.1.1 The development of qualifying hotels will generate new short term and long term quality employment opportunities within the City. The qualifying hotel is expected to employ approximately 600 persons in the construction of each hotel. Developer expects the hotel portion of the Project will generate direct long term employment for approximately 49 people within the within five (5) years from the issuance of a building permit for the qualifying hotel.

7.3.1.2 The development of qualifying hotels will expand and enhance the City's tax base through increased property values and consumer purchasing. The development of qualifying hotels will generate new property tax, transient occupancy tax, and sales tax revenues of approximately \$1,000,000.00 annually that will assist the City in funding public services for the residents and businesses within the City.

7.3.1.3 The development of qualifying hotels preserves and enhances the job/housing balance described in the City's General Plan and various regional plans

7.3.1.4 The development of qualifying hotels will develop new and expanded commercial and business opportunities within the City. The hotels will serve as a catalyst for other commercial and business projects within the City as the hotels will provide a necessary business infrastructure to support commercial and business operations. Developers are generally reluctant to invest in a community until they see that another project has been successful and so a successful commercial project will develop confidence among retail and business developers that the City is a viable community for successful development.

7.3.1.5 There is a substantial unmet demand for hotel rooms in the area surrounding the Project and the Project itself is a prime location for needed hotels.

7.3.1.6 The development of qualifying hotels will promote the stability and diversification of the City's economy.

7.3.2 City shall provide up to a maximum of five hundred ninety nine thousand nine hundred ninety nine dollars (\$599,999.00) in Transient Occupancy Tax Sharing Funds for Qualified Hotels in the Project pursuant to this Section 7.3.

7.3.3 As used in this Section 7.3:

7.3.3.1 “Transient Occupancy Tax” shall mean the transient occupancy tax imposed by Chapter 3.35 of the Jurupa Valley Municipal Code as it currently exists or may hereafter be modified. The local transient occupancy tax shall not include: (i) Penalty assessments; (ii) any transient occupancy tax levied by, collected for or allocated to the State of California, the County of Riverside, or a district or any entity (including an allocation to a statewide or countywide pool) other than City; (iii) any administrative fee charged by the City for collection of the transient occupancy tax; (iv) any transient occupancy tax (or other funds measured by transient occupancy tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City’s general fund; or (v) any transient occupancy tax paid in error or which is subject to correction, adjustment or offset pursuant to an amended return or otherwise where the effect of the error, adjustment or amendment is to change the amount of sales tax attributable to taxable sales and allocated to the City.

7.3.3.2 “Qualified Hotels” shall mean hotels meeting the following qualifications that shall be eligible to receive Transient Occupancy Tax Sharing Funds pursuant to this Section 7.3:

7.3.3.2.1 Minimum of one hundred sixty (160) rooms;

7.3.3.2.2 Minimum average daily room rate room rental of one hundred ninety dollars (\$190) per night (in 2023 dollars) that shall automatically increase annually on July 1 by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario); and

7.3.3.3 STR class of upper upscale, upscale, or upper midscale hotel (including, but not limited to, hotels such as Holiday Inn Express, Embassy Suites, Springhill Suites, Country Inn & Suites, Hyatt Place, Hampton Inn, Ayres Hotel, Fairfield Inn & Suites, and similar hotel brands).

7.3.4 A Qualified Hotel may apply to the City for a “Transient Occupancy Tax Sharing Agreement.”

7.3.4.1 The Transient Occupancy Tax Sharing Agreement shall provide that a Qualified Hotel shall receive a payment from the City in an amount equal to the Transient Occupancy Taxes actually received by the City within the previous calendar quarter from the Qualified Hotel. The payment shall be made within sixty (60) days of the beginning of each calendar quarter on July 1, October 1, January 1 and April 1 of each year until the maximum Transient Occupancy Tax Sharing Funds are exhausted.

7.3.4.2 The City Manager is hereby authorized to enter into such Transient Occupancy Tax Sharing Agreements with Qualified Hotels on behalf of the City in substantially the form of the Template Transient Occupancy Tax Sharing Agreement attached hereto as Exhibit “D”. In the event there is more than one Qualified Hotel that has applied for a Transient Occupancy Tax Sharing Agreements, the City Manager may allocate available

Transient Occupancy Tax Sharing Funds among the Qualified Hotels in his or her sole discretion.

7.3.4.3 The Transient Occupancy Tax Sharing Agreement shall be in substantially the form of the Template Transient Occupancy Tax Sharing Agreement attached hereto as Exhibit “D”.

7.3.5 A Qualifying Hotel shall not receive Transient Occupancy Tax Sharing payment unless the City certifies that the following conditions precedent have been fulfilled:

7.3.5.1 The hotel is in compliance with all applicable federal, state and local laws, ordinances and regulations;

7.3.5.2 There are no pending administrative code compliance actions or public nuisance litigation case(s) pending against the business;

7.3.5.3 There is no litigation (including administrative actions) pending between the City and the business in which the City and the business are adverse; and

7.3.5.4 All City tax payments, assessments, or obligations to the City and outstanding penalties and interest, including but not limited to, Community Facilities District special taxes, transient occupancy taxes, sales taxes, property taxes, and contributions pursuant to this Agreement and the Project Approvals, and have been fully paid in accordance with the terms under which they were established.

7.3.6 Findings Concerning Inapplicability of Prevailing Wages.

7.3.6.1 Labor Code Section 1720(c)(3) provides that:

“(c) Notwithstanding subdivision (b), all of the following apply:

(3) (A) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to this chapter.

(B) (i) For purposes of subparagraph (A), a public subsidy is de minimis if it is both less than six hundred thousand dollars (\$600,000) and less than 2 percent of the total project cost.

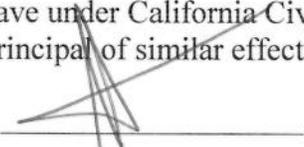
(ii) Notwithstanding clause (i), for purposes of subparagraph (A), a public subsidy for a project that consists entirely of single-family dwellings is de minimis if it is less than 2 percent of the total project cost.

(iii) This subparagraph shall not apply to a project that was advertised for bid, or a contract that was awarded, before July 1, 2021.”

7.3.6.2 The City finds and determines that the economic development subsidies for Qualified Hotels in this Section 7.3 do not exceed six hundred thousand dollars (\$600,000.00) and less than two percent (2%) of the total Project cost.

7.3.7 Therefore, based on the above findings in Subparagraph 7.3.6.2, the City and OWNER have determined that prevailing wages are not required to be paid on the private improvements for the Project in accordance with to Labor Code Section 1720(c)(3).

7.3.8 OWNER hereby represents to City that it understands and acknowledges the economic development subsidies pursuant to Section 7.3 of this Agreement and the potential impact on the application of prevailing wages to the Project. Accordingly, OWNER on behalf of itself and its successors in interest, hereby expressly and knowingly waives their respective rights under Labor Code Sections 1726 and 1781 to seek recovery against the City of any prevailing wage liabilities they may incur based upon this Agreement. OWNER hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the prevailing wage issues described herein and the provisions of the California Civil Code section 1542, which provides as follows: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” OWNER hereby acknowledges that it may have claims which are presently unknown and unsuspected, and such claims in the future. Nevertheless, OWNER hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principle of similar effect.

OWNER’s initials: 

## 8. INDEMNIFICATION.

8.1 Litigation to Set Aside, Void, or Annul the Agreement. OWNER shall indemnify and hold harmless City, its affiliated agencies and districts, their agents, officers, consultants, contractors, attorneys, and employees (“Indemnified Parties”) from and against any claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons against the Indemnified Parties to set aside, void, or annul the approval of this Agreement. Notwithstanding the provisions of Section 12.1.1 of this Agreement, OWNER’s obligation pursuant to this Section 8.1 is not a benefit or burden running with the land and shall not be assigned to any person without the prior express written consent of City, unless a transfer or assignment is made pursuant to Section 12 of this Agreement. OWNER’s duties under this Section 8.1 are solely subject to and conditioned upon the Indemnified Parties written request to OWNER to indemnify the Indemnified Parties. OWNER shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with City within ten (10) business days of notice from City of the claim and shall add to the deposit

within ten (10) business days from the request of City. Without in any way limiting the provisions of this Section 8.1, the Parties agree that this Section 8.1 shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

8.2 Other Litigation. Notwithstanding Section 8.1, and as a separate and distinct obligation of OWNER, to the fullest extent permitted by law, OWNER shall defend (with counsel of City's choosing), indemnify and hold the Indemnified Parties free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of OWNER, its officials, officers, employees, subcontractors, OWNERS or agents in connection with the performance of the OWNER's obligations under this Agreement, the Project or this Agreement, or the CITY's approval of this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. OWNER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by OWNER, the Indemnified Parties.

8.2.1 OWNER's duties under this Section 8.2 are solely subject to and conditioned upon the Indemnified Parties written request to OWNER to indemnify the Indemnified Parties. OWNER shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with City within ten (10) business days of notice from City of the claim and shall add to the deposit within ten (10) business days from the request of City. Without in any way limiting the provisions of this Section 8.2, the Parties agree that this Section 8.2 shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

## **9. PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT.**

9.1 Periodic Review. The Parties shall review this Agreement at least once every 12-month period from the Effective Date of this Agreement. City shall notify OWNER in writing of the date for review at least thirty (30) calendar days prior thereto. Such periodic review shall be conducted in accordance with Government Code Section 65865.1.

9.2 Good Faith Compliance. During each periodic review, OWNER shall be required to demonstrate good faith compliance with the terms of this Agreement. OWNER shall furnish such reasonable evidence of good faith compliance as City, in the exercise of its reasonable discretion, may require. If requested by OWNER, City shall provide to OWNER, a duly authorized Estoppel Certificate pursuant to the provisions of Section 13 of this Agreement.

9.3 Failure to Conduct Annual Review. City's failure to conduct the annual review shall not be an OWNER default. Further, OWNER shall not be entitled to any remedy for City's failure to conduct the annual review.

9.4 Initiation of Review by City Council. In addition to the annual review, the City Council may at any time initiate a review of this Agreement by giving written notice to OWNER. Within thirty (30) calendar days following receipt of such notice, OWNER shall

submit evidence to the City Council of OWNER's good faith compliance with this Agreement and such review and determination shall proceed in the same manner as provided for the annual review. The City Council shall initiate its review pursuant to this Section 9.4 only if it has probable cause to believe City's general health, safety, or welfare is at risk as a result of specific acts or failures to act by OWNER.

9.5 Administration of Agreement. Any final decision by City staff concerning the interpretation and administration of this Agreement and Development of the Property in accordance with this Agreement may be appealed by OWNER to the City Council, provided that any such appeal shall be filed with the City Clerk within ten (10) business days after OWNER receives written notice that the staff decision is final. The City Council shall render its decision to affirm, reverse, or modify the staff decision within thirty (30) calendar days after the appeal was filed. The decision of the City Council as to the administration of this Agreement shall be final and is not appealable. The foregoing notwithstanding, breaches of this Agreement are subject to judicial relief as provided in this Agreement.

9.6 Availability of Documents. If requested by OWNER, City shall provide to OWNER copies of any documents, reports, or other items reviewed, accumulated, or prepared by or for City in connection with any periodic compliance review by City.

## **10. DEFAULT; REMEDIES; DISPUTE RESOLUTION.**

10.1 Notice of Default. In the event of failure by a Party substantially to perform any material term or provision of this Agreement, the non-defaulting Party shall have those rights and remedies provided in this Agreement, provided that such non-defaulting Party has first provided to the defaulting Party a written notice of default in the manner required by this Section 10 identifying with specificity the nature of the alleged default and the manner in which said default may satisfactorily be cured.

10.2 Cure of Default. Upon the receipt of the notice of default, the alleged defaulting Party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction, or remedy of such default not later than ten (10) business days after receipt of notice thereof if the breach of this Agreement involves the payment of money, or not later than thirty (30) calendar days after receipt of notice thereof if the breach of this Agreement does not involve the payment of money; provided, however, that if such breach may not reasonably be cured within such thirty (30) calendar day period, then a default shall exist only if the cure of such breach is not commenced within such thirty (30) calendar day period or thereafter is not diligently prosecuted to completion.

10.3 OWNER's Remedies. Due to the size, nature, and scope of the Property and the Development, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. OWNER has invested significant time and resources and performed extensive planning and processing of the Development of the Property in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing

the Development and Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money that would adequately compensate OWNER for such efforts. For the above reasons, the Parties agree that damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement and that OWNER shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement. Moreover, City would not have consented to this Agreement if it were to be subject to damages for breach of this Agreement. Therefore, OWNER specifically agrees that it has no authority under this Agreement or otherwise to seek monetary damages against City for any breach of this Agreement by City, and shall not to seek monetary damages against City for breach of this Agreement.

10.4 City Remedies. In the event of an uncured default by OWNER of the terms of this Agreement, City, at its option, may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement by specific performance as its sole and exclusive remedy. Furthermore, City, in addition to or as an alternative to exercising the remedies set forth in this Section 10, in the event of a material default by OWNER, may give notice of its intent to terminate or modify this Agreement pursuant to this Agreement and/or the Development Agreement Legislation, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in this Agreement or the Development Agreement Legislation.

#### 10.5 Judicial Review.

10.5.1 *Subsequent Land Use Entitlements.* Based on the foregoing, in the event OWNER judicially (including by way of a reference proceeding) challenges the application of a Subsequent Land Use Regulation as being in violation of this Agreement and as not being a land use regulation adopted pursuant to the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement, OWNER shall bear the burden of proof in establishing that such rule, regulation, or policy is inconsistent with the Applicable Regulations, the Project Approvals, or both, and City shall thereafter bear the burden of proof in establishing that such regulation was adopted pursuant to and in accordance with the authority and rights reserved and excepted as provided in Section 4.2 of this Agreement and was not applied by City in violation of this Agreement.

10.5.2 *Collection of Fees or Community Benefit Contributions.* CITY may bring an action against OWNER for any development fees due to the CITY described in Section 5 or Community Benefit Contributions or General Fund Special Assessment due to the CITY as described in Section 5.6.

### **11. MORTGAGEE PROTECTION; CERTAIN RIGHTS TO CURE.**

11.1 No Liens on Property as of Effective Date. OWNER warrants and represents to the CITY that as of the Effective Date of this Agreement there is no mortgage, deed of trust, sale and leaseback arrangement, lien or any other form of pledge of security on the Property or any portion of the Property.

11.2 Future Encumbrances on the Property. This Agreement shall not prevent or limit OWNER from encumbering the Property or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance (“Mortgage”) in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value in order to secure financing with respect to the construction, development, use, or operation of the Property.

11.3 Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a holder of a beneficial interest under a Mortgage, or any successor or assignee to said holder (“Mortgagee”), whether pursuant to foreclosure, trustee’s sale, deed in lieu of foreclosure, lease termination, or otherwise, shall be subject to all of the terms and conditions of this Agreement.

11.4 Mortgagee Not Obligated. No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of OWNER or other affirmative covenants of OWNER hereunder, or to guarantee such performance. In addition, the Mortgagee shall have no right to develop or operate the Property without fully complying with the terms of this Agreement, and to the extent that any covenant to be performed by OWNER is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City’s performance under this Agreement.

11.5 Notice of Default to Mortgagee; Right of Mortgagee to Cure. City shall, upon written request to City, deliver to each Mortgagee a copy of any notice of default given to OWNER under the terms of this Agreement, at the same time such notice of default is provided to OWNER. The Mortgagee shall have the right, but not the obligation, to cure, correct, or remedy the default, within sixty (60) calendar days after the receipt of such notice from City for monetary defaults, or within sixty (60) calendar days after OWNER’s cure period has expired for non-monetary defaults, or, for such defaults that cannot reasonably be cured, corrected, or remedied within such period, the Mortgagee may cure, correct, or remedy the default if the Mortgagee commences to cure, correct, or remedy such default within such sixty (60) calendar day period, and continuously and diligently prosecutes such cure to completion. If the default is of a nature that can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall be permitted thereafter to remedy or cure the default within such time as is reasonably necessary to cure or remedy said default but in no event more than ninety (90) calendar days after obtaining possession. If any such default cannot, with diligence, be remedied or cured within such thirty (30) calendar day period, then such period shall be extended to permit the Mortgagee to effect a cure or remedy so long as Mortgagee commences said cure or remedy during such ninety (90) calendar day period, and thereafter diligently pursues such cure to completion.

## 12. TRANSFERS OF INTEREST IN PROPERTY OR AGREEMENT.

### 12.1 Transfers and Assignments.

12.1.1 *Restrictions on Transfers.* OWNER may sell, assign, or otherwise transfer all or any portion of its interests in the Property together with all its right, title, and interest in this Agreement, or the portion thereof that is subject to the transferred portion of the Property, to any Transferee provided that: (1) the Transferee has specifically assumed in writing the obligations, or a portion of the obligations of OWNER, to design, construct, install and finally complete the Public Improvements for the Property; (2) the Transferee has the experience and financial capacity to complete the Public Improvements; and (3) if applicable, the Transferee has obtained replacement bonds, accepted by City for the Public Improvements (in which event, City shall release OWNER's corresponding Public Improvement bonds).

12.1.2 *Notice of Transfer; Agreement.* In the event of any sale, assignment, or other transfer pursuant to this Section 12.1.1, (i) OWNER shall notify City at least twenty (20) business days prior to the transfer of the name of the Transferee, together with the corresponding entitlements being transferred to such Transferee and (ii) the agreement between OWNER and Transferee pertaining to such transfer shall provide that the Transferee shall be liable for the performance of those obligations of OWNER under this Agreement that relate to the Transferred Property, if any, or shall confirm that OWNER and all Transferees shall remain jointly liable for the design and construction of Public Improvements pursuant to this Agreement.

12.1.3 *Exempt Transfers.* The following transfers shall not be subject to the foregoing restrictions of Section 12.1: (1) transfers to easements or real property interests that are necessary to provide utility service to the Property or to extend infrastructure to the Property; and (2) transfers in reorganization of OWNER, provided that management control of OWNER does not change as a result of such reorganization.

12.1.4 *Rights and Duties of Successors and Assigns.* Any, each, and all successors and assigns of OWNER shall have all of the same rights, benefits, duties, and obligations of OWNER under this Agreement. All entities holding title to a portion of the Property shall be jointly liable for the design and construction of the Public Improvements for that portion of the Property as set forth in this Agreement, except as provided in this Agreement or as may be modified in an operating memorandum pursuant to Section 3.4.4.

## 13. ESTOPPEL CERTIFICATES.

13.1 Written Request. Either party may at any time deliver written notice to the other party requesting an estoppel certificate (the "Estoppel Certificate") stating: (1) this Agreement is in full force and effect and is a binding obligation of the Parties; (2) this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and (3) no default in the performance of the requesting party's obligations under this Agreement exists or, if a default does exist, the nature and amount of any default.

13.2 Ten (10) Business Days to Respond. A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within ten (10) business days after the City Attorney has approved the form of the Estoppel Certificate.

13.3 Authorized Signatories. The City Manager or any person designated by the City Manager may sign the Estoppel Certificates on City's behalf. Any officer of OWNER may sign on OWNER's behalf.

13.4 Reliance. An Estoppel Certificate may be relied on by assignees and mortgagees.

13.5 Failure to Provide Estoppel Certificate. Failure by a Party to provide an Estoppel Certificate within ten (10) business days after receipt of the request therefor shall be deemed confirmation that this Agreement is in full force and effect and has not been amended or modified either orally or in writing.

#### **14. MISCELLANEOUS.**

14.1 Interest of OWNER. OWNER represents and warrants that it has a legal or equitable interest in the Property and, as such, OWNER is qualified to enter into and be a party to this Agreement under the Development Agreement Legislation.

14.2 Notices. All notices permitted or required under this Agreement must be in writing and shall be effectuated by: (i) personal delivery; (ii) first class mail, registered or certified, postage fully prepaid; or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following Parties, or to such other address as any party may from time to time designate in writing in the manner as provided in this Agreement:

To City: City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, California 92509  
Attn: City Manager

With a copy to: Richards, Watson & Gershon  
350 South Grand Avenue, 37<sup>th</sup> Floor  
Los Angeles, California 90071  
Attn: Peter M. Thorson, Esq.

To OWNER: EM Ranch Owner, LLC  
484 S. San Vicente  
Los Angeles, California 90048  
Attn: Matthew Dugally

With a copy to: Fennemore Law  
550 E. Hospitality Lane, Suite 350  
San Bernardino, California 92408  
Attn: Brent McManigal

Any written notice, demand, or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

14.3 Force Majeure. In addition to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed to be in default where delays or failures to perform are due to the elements, fire, earthquakes, or other acts of God, supply chain disruptions and delays related to the availability of construction materials and manpower, global pandemics or governmental orders imposed in response to public health crisis, strikes, labor disputes, lockouts, acts of the public enemy, riots, insurrections, pending litigation (including litigation initiated by third-parties), breach of contract by either party, or governmental restrictions imposed or mandated by other governmental entities. The Parties may also extend times of performance under this Agreement in writing. In the event OWNER desires to invoke these force majeure provisions, OWNER shall notify City of a force majeure event within thirty (30) calendar days of the event and include a detailed description of the force majeure event and how it affects OWNER's compliance with the terms of this Agreement.

14.4 Binding Effect; Covenants Run with Land. This Agreement, and all of the terms and conditions of this Agreement, shall be binding upon and inure to the benefit of the Parties, any subsequent OWNER of all or any portion of the Property or the Development, and their respective assigns, heirs or successors in interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property. The provisions of this Agreement shall constitute mutual covenants that shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties and all successors in interest to the Parties for the term of this Agreement.

14.5 Relationship of Parties. The Parties acknowledge that, in entering into and performing this Agreement, each of the Parties is acting as an independent entity and not as an agent of the other in any respect. The Parties renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with the Development of the Property shall be construed as making the Parties joint ventures or partners.

14.6 Agreement Not to Benefit Third Parties. This Agreement is made for the sole benefit of the Parties, and no other person shall be deemed to have any privity of contract under this Agreement nor any right to rely on this Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind on this Agreement nor be deemed to be a third party beneficiary under this Agreement.

14.7 Nonliability of City Officers and Employees. No City official, officer, employee, agent, or representative, acting in his or her official capacity, shall be personally liable to OWNER, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or connection with this Agreement, or for any act or omission on City's part.

14.8 Covenant Against Discrimination. The Parties covenant and agree, for themselves and their respective successors and assigns, that there shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification as defined by California or Federal law, in the performance of this Agreement. OWNER shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Section 12101 *et seq.*).

14.9 No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section 14.9. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided in this Agreement. No waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions of this Agreement.

14.10 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

14.11 Construction. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, the masculine gender includes the feminine and vice versa, "shall" is mandatory, and "may" is permissive.

14.12 Attorneys' Fees. If legal action is brought by either Party against the other for breach of this Agreement, including actions derivative from the performance of this Agreement, or to compel performance under this Agreement, the prevailing Party shall be entitled to an award of its costs, including reasonable attorneys' fees. Attorneys' fees under this Section 14.12 shall include attorneys' fees on any appeal and, in addition, a Party entitled to

attorneys' fees shall be entitled to all other reasonable costs and expenses, including, without limitation, reasonable expert witness fees, incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

14.13 Recordation. This Agreement shall be recorded by City with the County Recorder of Riverside County. Amendments approved by the Parties, and any cancellation or termination of this Agreement, shall be similarly recorded.

14.14 Captions and References. The captions of the sections of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Reference in this Agreement to a section or exhibit are the sections and exhibits of this Agreement.

14.15 Time of Essence. Time is of the essence in the performance of this Agreement and for each and every term and condition of this Agreement as to which time is an element.

14.16 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

14.17 Exhibits. Exhibits A – D, identified as follows, are attached to this Agreement and are incorporated into this Agreement as though set forth in full:

- A Legal Description of Property
- B Site Map
- C Template Agreement for Acquisition of Property Government Code Section 66462.5
- D. Template Transient Occupancy Tax Sharing Agreement

14.18 Counterpart Signature Pages. The Parties may execute this Agreement in counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such shall constitute one and the same Agreement.

14.19 OWNER'S Representations. OWNER warrants and represents that: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, OWNER is formally bound to the provisions of this Agreement; (iv) OWNER's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which OWNER is bound; and (v) there is no existing or threatened litigation or legal proceeding of which OWNER is aware

that could prevent OWNER from entering into or performing its obligations set forth in this Agreement.

14.20 No Brokers. Each Party represents to the other Party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees that may accrue by means of this Agreement, and shall hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

14.21 Subsequent Amendment to Authorizing Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation in effect as of the Effective Date. Accordingly, subject to Section 4.2, to the extent that subsequent amendments to the Government Code would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date.

14.22 Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising under this Agreement shall be governed and interpreted in accordance with the laws of the State of California. The Parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of City, and in particular, City's police powers. In this regard, this Agreement shall not be deemed to constitute the surrender or abnegation of City's governmental powers over the Property.

14.23 No Joint and Several Liability. At any time that there is more than one OWNER, no breach of this Agreement by an OWNER shall constitute a breach by any other OWNER. Any remedy, obligation, or liability, including, without limitation, the obligations to defend and indemnify City, arising by reason of such breach shall be applicable solely to OWNER that committed the breach. However, City shall send a copy of any notice of violation to all OWNERS, including those not in breach. In addition, a default by any Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way OWNER's rights under this Agreement with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between City and a Transferee shall only affect the portion of the Property owned by such Transferee.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

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

**“OWNER”**

**EM RANCH OWNER LLC**  
**a California limited liability company**

By:   
Mathew Dugally  
Managing Member

**OWNER’S SIGNATURES**

[NOTE: If the OWNER is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the OWNER is a limited liability company, limited liability partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

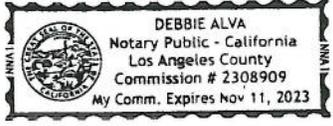
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }

On September 26, 2023 before me, Debbie Alva, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Matthew Dugally  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Development Agr City of Jurupa & EM RANCH OWNER, LLC

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

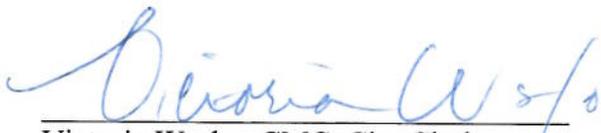
Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

**“CITY”**

**CITY OF JURUPA VALLEY, a California  
municipal corporation**

  
Chris Barajas, Mayor

ATTEST:

  
Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON & GERSHON

  
Peter M. Thorson, City Attorney



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1A:

THAT PORTION OF LOT 2 IN BLOCK 11 OF WEST RIVERSIDE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 30TH STREET (SHOWN AS FIRST STREET ON SAID MAP) WITH THE NORTHEASTERLY PROLONGATION OF THE SOUTHEAST LINE OF SAID LOT 2; THENCE NORTHWESTERLY 84.33 FEET ON SAID CENTER LINE OF 30TH STREET TO THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY 164.00 FEET, CONTINUING ON SAID CENTER LINE; THENCE SOUTHWESTERLY 530.00 FEET PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 2, THE SOUTHWEST LINE OF SAID LOT; THENCE SOUTHEASTERLY 164.00 FEET ON SAID SOUTHWEST LINE TO THE INTERSECTION OF A LINE PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 2 WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY 520.00 FEET ON LAST SAID LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 27, 1959 AS [INSTRUMENT NO. 64776 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 178-252-003](#)

PARCEL 1B:

THAT PORTION OF LOT 2 IN BLOCK 11 OF WEST RIVERSIDE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 30TH STREET (SHOWN AS FIRST STREET ON SAID MAP) WITH THE NORTHEASTERLY PROLONGATION OF THE SOUTHEAST LINE OF SAID LOT 2; HENCE NORTHWESTERLY 84.33 FEET ON SAID CENTER LINE OF 30TH STREET; THENCE SOUTHWESTERLY 520.00 FEET PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 2 TO THE SOUTHWEST LINE OF SAID LOT; THENCE SOUTHEASTERLY 84.33 FEET ON SAID SOUTHWEST LINE TO THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTHEASTERLY 516.50 FEET ON THE SOUTHEAST LINE OF SAID LOT, PROLONGED NORTHEASTERLY, TO THE POINT OF BEGINNING.

[APN: 178-252-004](#)

PARCEL 2:

ALL THAT PORTION OF LOT 1 IN BLOCK 11 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

**EXHIBIT A  
(Continued)**

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1 WITH THE WESTERLY LINE OF 30TH STREET (FORMERLY FIRST STREET); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 30TH STREET, A DISTANCE OF 426.5 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO 30TH STREET, A DISTANCE OF 440.69 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LOT 1; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 1, A DISTANCE OF 426.50 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 1, A DISTANCE OF 483.50 FEET TO THE POINT OF BEGINNING.

[APN: 178-261-001](#)

PARCEL 3:

THE SOUTHERLY 4.00 ACRES OF LOT 1 IN BLOCK 11 OF WEST RIVERSIDE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF FIRST STREET, AT A POINT 426.50 FEET SOUTHEASTERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE RUNNING SOUTHWESTERLY AT RIGHT ANGLES TO FIRST STREET, THROUGH SAID LOT TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE EASTERLY AND NORTHERLY ALONG THE MEANDERINGS OF THE SOUTHEASTERLY SIDE OF SAID LOT 1 TO THE MOST EASTERLY CORNER THEREOF ON THE SOUTHWESTERLY LINE OF FIRST STREET; THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF FIRST STREET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY FRED. A BAUMANN AND MINNIE BAUMANN, HIS WIFE, TO THE JURUPA DITCH COMPANY, A CORPORATION, BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, IN [BOOK 149, PAGE 122](#) OF DEEDS. SAID EXCEPTED PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FIRST STREET, AT THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF FIRST STREET, TO A POINT FROM WHICH A LINE DRAWN AT RIGHT ANGLES TO FIRST STREET, IN A SOUTHWESTERLY DIRECTION, WOULD INTERSECT THE COURSE LINE OF SAID LOT RUNNING SOUTH 75° 37' WEST, WHEN EXTENDED 15.00 FEET INTO SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE OF FIRST STREET, IN A SOUTHWESTERLY DIRECTION TO THE INTERSECTION OF SUCH LINE RUNNING SOUTHWESTERLY AT RIGHT ANGLES TO FIRST STREET WITH THE COURSE LINE OF SAID LOT 1, RUNNING SOUTH 75° 37' WEST, WHEN EXTENDED 15.00 FEET INTO SAID LOT 1; THENCE SOUTHWESTERLY PARALLEL WITH THE COURSE LINE OF SAID LOT 1, RUNNING SOUTH 05° 55' WEST TO THE INTERSECTION OF SUCH PARALLEL LINE WITH THE COURSE LINE OF SAID LOT 1 RUNNING SOUTH 66° 22' WEST; THENCE EASTERLY AND NORTHERLY ALONG THE MEANDERINGS OF THE SOUTHEASTERLY SIDE OF SAID LOT 1 TO THE POINT OF BEGINNING.

[APN: 178-261-002](#)

**EXHIBIT A**  
**(Continued)**

PARCEL 4:

THAT PORTION OF LOT 1 IN BLOCK 25 OF WEST RIVERSIDE, AS PER MAP RECORDED IN [BOOK 9, PAGE 34](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 53° 00' 00" EAST 330.00 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO JOSEPHINE F. BRIDSON RECORDED FEBRUARY 16, 1917 IN [BOOK 454, PAGE 387](#) OF DEEDS: THENCE SOUTH 37° 00' 00" WEST 619.30 FEET ON THE SOUTHEAST LINE OF SAID LAND TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 00' 00" EAST 394.07 FEET, PARALLEL WITH SAID NORTHEAST LINE OF LOT 1 TO THE CENTER LINE OF "C" STREET; THENCE SOUTH 64° 53' 00" WEST 195.33 FEET ON SAID CENTERLINE OF "C" STREET TO THE CENTER LINE OF FIRST STREET; THENCE NORTH 53° 00' 00" WEST 302.69 FEET ON LAST SAID CENTERLINE TO THE MOST SOUTHERLY CORNER OF SAID LAND DESCRIBED IN DEED TO JOSEPHINE F. BRIDSON; THENCE NORTH 37° 00' 00" EAST 172.70 FEET ON THE SOUTHEAST LINE OF SAID LAND TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS IN SAID "C" STREET AND SAID FIRST STREET.

[APN: 178-262-002](#)

PARCEL 5:

PARCEL 5A:

THAT PORTION OF LOT 1 IN BLOCK 25 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTH 53° EAST ON THE NORTHEASTERLY LINE OF SAID LOT, TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, AND AT SUCH A DISTANCE FROM SAID NORTHWESTERLY LINE AS WILL INCLUDE IN THIS DESCRIPTION 6 ACRES OF LAND, NO MORE OR LESS; THENCE SOUTH 37° WEST ON SAID LINE DRAWN PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 792 FEET, MORE OR LESS, TO THE CENTER LINE OF FIRST STREET; THENCE NORTH 53° WEST ON THE CENTER LINE OF FIRST STREET, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT EXTENDED SOUTHWESTERLY; THENCE NORTH 37° EAST ON THE NORTHWESTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN EASEMENT IN FAVOR OF THE PUBLIC OVER THAT PORTION INCLUDED IN FIRST STREET.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, 1 SOUTH 37° 35' 34" WEST, 650.54 FEET; THENCE NORTH 84° 41' 12" EAST 450.53 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO JOSEPHINE F. BRIDSON BY DEED RECORDED FEBRUARY 16, 1917 IN [BOOK 454, PAGE 387](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 37° 35' 34" EAST 344.26 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 52° 28' 59" WEST 330 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A  
(Continued)**

PARCEL 5B:

THAT PORTION OF LOT 4 IN BLOCK 25 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 4, BEING A POINT IN THE CENTER LINE OF FIRST STREET, AS SHOWN ON SAID MAP; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT, NORTH 37° 35' 34" EAST 141.59 FEET TO A POINT DISTANT ALONG SAID SOUTHEASTERLY LINE SOUTH 37° 35' 34" WEST 650.54 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE COURSE "A", SOUTH 84° 41' 12" WEST 95.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, AND WHICH CURVE IS TANGENT AT ITS SOUTHERLY TERMINUS WITH THE NORTHEASTERLY LINE OF SAID FIRST STREET; THENCE COURSE "B", SOUTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 137° 09' 55", AN ARC DISTANCE OF 59.85 FEET TO SAID NORTHEASTERLY LINE OF FIRST STREET; THENCE AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE SOUTH 37° 31' 17" WEST 33.00 FEET TO SAID CENTER LINE OF FIRST STREET; THENCE ALONG SAID CENTER LINE SOUTH 52° 28' 43" EAST 53.21 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN EASEMENT IN FAVOR OF THE PUBLIC OVER THAT PORTION INCLUDED WITHIN THE LINES OF SAID FIRST STREET.

[APN: 178-262-001](#)

PARCEL 6:

THAT PORTION OF LOT 1, BLOCK 25 OF WEST RIVERSIDE, AS SHOWN BY A MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1, WHICH BEARS SOUTH 53° 00' EAST, A DISTANCE OF 330.0 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 37° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 515.93 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE SOUTH 53° 00' EAST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 448.76 FEET TO A POINT IN THE CENTER LINE OF C STREET; THENCE SOUTH 64° 53' WEST ALONG THE CENTER LINE OF C STREET, A DISTANCE OF 116.95 FEET; THENCE NORTH 53° 00' WEST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 394.07 FEET; THENCE NORTH 37° 00' EAST AND PARALLEL WITH NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 103.37 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN C STREET.

[APN: 178-262-003](#)

PARCEL 7:

THAT PORTION OF LOT 1, BLOCK 25 OF WEST RIVERSIDE, AS SHOWN ON A MAP ON FILE IN MAP [BOOK 9, PAGE 34](#) THEREOF, RECORDS OF THE RECORDER'S OFFICE OF SAN BERNARDINO, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1, WHICH BEARS SOUTH 53° 00' EAST, A DISTANCE OF 330 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 37° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 327 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE SOUTH

**EXHIBIT A**  
**(Continued)**

53° 00' EAST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 462 FEET, TO A POINT IN THE CENTER LINE OF C STREET; THENCE SOUTH 37° 00' WEST ALONG THE CENTER LINE OF C STREET, A DISTANCE OF 163.9 FEET; THENCE SOUTH 64° 53' WEST ALONG THE CENTER LINE OF C STREET, A DISTANCE OF 28.22 FEET; THENCE NORTH 53° 00' WEST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 448.76 FEET; THENCE NORTH 37° 00' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 188.93 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN C STREET. ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 22, 1959 AS [INSTRUMENT NO. 54300 OF OFFICIAL RECORDS](#).

[APN: 178-262-004](#)

PARCEL 8:

THAT PORTION OF LOT 2, AS SHOWN BY THE AMENDED MAP OF INDIAN HILL TRACT RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SECOND STREET, DISTANT ALONG SAID PROLONGATION, SOUTH 52° 37' 12" EAST 29.30 FEET FROM THE COMMON CORNER OF LOTS "A" AND 2, AS SAID STREET AND LOTS ARE SHOWN ON SAID MAP; THENCE ALONG SAID PROLONGATION, SOUTH 52° 37' 12" EAST 310.70 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 7, 1957, IN [BOOK 2100, PAGE 151](#) OF OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 4, NORTH 37° 22' 48" EAST 183.80 FEET; THENCE NORTH 83° 13' 39" WEST 361.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL WATER PERCOLATING OR FLOWING, OR BENEATH THE SURFACE THEREOF, AS RESERVED IN DEED FROM S. C. EVANS AND MARY S. EVANS, HIS WIFE, RECORDED MARCH 5, 1928 IN [BOOK 722, PAGE 172](#) OF DEEDS, IN SAID RECORDER'S OFFICE.

[APN: 178-290-005](#)

PARCEL 9:

THAT PORTION OF LOT 13 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE NORTH 37° 00' EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, BEING THE SOUTHEASTERLY LINE OF "C" STREET, A DISTANCE OF 63.00 FEET; THENCE SOUTH 53° 00' EAST, AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 112.47 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 78.88 FEET, TO THE MOST SOUTHERLY CORNER OF SAID LOT 13; THENCE NORTH 53° 00' WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 65.00 FEET, TO THE POINT OF BEGINNING.

[APN: 178-300-001](#)

**EXHIBIT A**  
**(Continued)**

PARCEL 10:

THAT PORTION OF LOT 13 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 37° 00' EAST A DISTANCE OF 63 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE NORTH 37° 00' EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, BEING THE SOUTHEASTERLY LINE OF "C" STREET, A DISTANCE OF 60.00 FEET; THENCE SOUTH 53° 00' EAST, AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 157.68 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 75.13 FEET; THENCE NORTH 53° 00' WEST, A DISTANCE OF 112.47 FEET TO THE POINT OF BEGINNING.

[APN: 178-300-002](#)

PARCEL 11:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND AND IRRIGATING COMPANY, TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13 THAT BEARS NORTH 37° EAST, 123.00 FEET FROM THE MOST WESTERLY CORNER THEREOF; THENCE NORTH 37° EAST ON THE NORTHWESTERLY LINE OF SAID LOT, 193.31 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF SAID PARCEL OF LAND CONVEYED TO OLIVER WILSON, ET UX, BY DEED FROM IZOLA MAYFIELD RECORDED JANUARY 26, 1951 AS [INSTRUMENT NO. 3917 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 53° EAST ON THE SOUTHWESTERLY LINE OF SAID PARCEL CONVEYED TO WILSON, 303.15 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° WEST ON THE SOUTHEASTERLY LINE OF SAID LOT, 220.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DANIEL R. HOLLIS, ET UX, BY DEED FROM IZOLA MAYFIELD RECORDED FEBRUARY 25, 1952 IN [BOOK 1344, PAGE 363](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 53° WEST ON THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED TO HOLLIS, 157.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

[APN: 178-300-003](#)

PARCEL 12:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**EXHIBIT A**  
**(Continued)**

BEGINNING AT A POINT ON THE NORTHWEST LINE OF SAID LOT 13, BEING A POINT ON THE EASTERLY LINE OF "C" STREET OF WEST RIVERSIDE, WHICH BEARS SOUTH 37° 00' WEST, A DISTANCE OF 795.74 FEET, FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 00' EAST, A DISTANCE OF 348.36 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 75.13 FEET; THENCE NORTH 53° 00' WEST, A DISTANCE OF 303.15 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13, THENCE NORTH 37° 00' EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

[APN: 178-300-004](#)

PARCEL 13:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13, BEING A POINT ON THE EASTERLY LINE OF "C" STREET OF WEST RIVER, WHICH BEARS SOUTH 37° 00' WEST, A DISTANCE OF 684.00 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 00' EAST, A DISTANCE OF 432.56 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° 00' WEST ALONG SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 139.91 FEET; THENCE NORTH 53° 00' WEST, A DISTANCE OF 348.36 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13; THENCE NORTH 37° 00' EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 111.74 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED NOVEMBER 13, 1959 AS [INSTRUMENT NO. 96824 OF OFFICIAL RECORDS](#).

[APN: 178-300-005](#)

PARCEL 14:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 13, BEING A POINT ON THE EASTERLY LINE OF HALL STREET OF WEST RIVERSIDE, WHICH BEARS SOUTH 37° 0' WEST 582 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 0' EAST 187.95 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1959 AS [INSTRUMENT NO. 63725 OF OFFICIAL RECORDS](#); THENCE SOUTH 70° 38' 03" WEST TO A POINT LOCATED 15 FEET, MEASURED AT RIGHT ANGLES, TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO PERCY STRICKLAND, JR., BY DEED RECORDED DECEMBER 5, 1950 IN [BOOK 1225, PAGE 328](#) OF OFFICIAL RECORDS. AND THE QUITCLAIM DEED RECORDED AUGUST 24, 1955 IN [BOOK 1785, PAGE 225](#) OF OFFICIAL RECORDS, THE TRUE POINT OF BEGINNING;

**EXHIBIT A  
(Continued)**

THENCE SOUTH 53° 0' EAST 123 FEET; THENCE SOUTH 37° 0' WEST 87 FEET TO THE SOUTHWESTERLY LINE OF THE PARCEL CONVEYED TO PERCY STRICKLAND, JR., ABOVE REFERRED TO; THENCE NORTH 53° 0' WEST ON SAID SOUTHWESTERLY LINE 180 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA ABOVE REFERRED TO; THENCE NORTH 70° 38' 03" EAST ON THE SOUTHEASTERLY LINE OF SAID PARCEL 106.61 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

[APN: 178-300-006](#)

PARCEL 15:

THAT PORTION OF LOT 13 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 13, BEING A POINT ON THE EASTERLY LINE OF HALL STREET OF WEST RIVERSIDE, WHICH BEARS SOUTH 37° 00' WEST, A DISTANCE OF 582.00 FEET, FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 00' EAST, A DISTANCE OF 408.02 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 13° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 92.59 FEET; THENCE SOUTH 74° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 21.80 FEET; THENCE NORTH 53° 00' WEST, A DISTANCE OF 432.66 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13; THENCE NORTH 37° 00' EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 102.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED JULY 23, 1959 AS [INSTRUMENT NO. 63725](#), IN BOOK 2515, PAGE 40 OF OFFICIAL RECORDS. ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 13 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 13, BEING A POINT ON THE EASTERLY LINE OF HALL STREET OF WEST RIVERSIDE WHICH BEARS SOUTH 37° 0' WEST, 582.00 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 0' EAST 187.95 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1959 AS [INSTRUMENT NO. 63725 OF OFFICIAL RECORDS](#); THENCE SOUTH 70° 38' 03" WEST TO A POINT LOCATED 15.00 FEET, MEASURED AT RIGHT ANGLES, TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO PERCY STRICKLAND, JR., BY DEED RECORDED DECEMBER 5, 1950 IN [BOOK 1225, PAGE 328](#) OF OFFICIAL RECORDS AND THE QUITCLAIM DEED RECORDED AUGUST 24, 1955 IN [BOOK 1785, PAGE 225](#) OF OFFICIAL RECORDS. THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 0' EAST 123.00 FEET; THENCE SOUTH 37° 0' WEST 87.00 FEET TO THE SOUTHWESTERLY LINE OF THE PARCEL CONVEYED TO PERCY STRICKLAND, JR., ABOVE REFERRED TO; THENCE NORTH 53° 0' WEST ON SAID SOUTHWESTERLY LINE 180.00 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA ABOVE REFERRED TO; THENCE NORTH 70° 38' 03" EAST ON THE SOUTHEASTERLY LINE OF SAID PARCEL 106.61 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

[APN: 178-300-007](#)

**EXHIBIT A  
(Continued)**

PARCEL 16:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JANUARY 18, 1961 AS [INSTRUMENT NO. 4358](#), IN BOOK 2833, PAGE 301 OF OFFICIAL RECORDS: THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND, 218.14 FEET TO THE SOUTHERLY LINE OF A CONNECTING ROAD SHOWN AS SEGMENT "S" ON "DETAIL MAP OF RELINQUISHMENT" ON FILE IN [BOOK 3, PAGE 37](#) OF STATE HIGHWAY MAPS, RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, 124.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 700 FEET; THENCE EASTERLY ALONG SAID CURVE, 108.24 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 208.54 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED APRIL 28, 1964 AS [INSTRUMENT NO. 52474 OF OFFICIAL RECORDS](#).

[APN: 178-300-008](#)

PARCEL 17:

THAT PORTION OF LOT 4 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER RECORDED IN MAP [BOOK 5, PAGE 116](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 4 WHICH BEARS NORTH 11° 30' 00" WEST 85.61 FEET FROM THE ANGLE POINT SHOWN AS STATION 6 ON SAID MAP; SAID POINT OF BEGINNING BEING ALSO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO HENRY L. BORDERS, ET UX, RECORDED MAY 24, 1959 AS [INSTRUMENT NO. 44110 OF OFFICIAL RECORDS](#), THENCE SOUTH 73° 08' 50" EAST 427.63 FEET ALONG THE NORTH LINE OF SAID LAND TO THE EAST LINE OF SAID LOT 4.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHERLY AND EASTERLY OF THE SOUTHERLY AND WESTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEED RECORDED DECEMBER 22, 1959 AS [INSTRUMENT NO. 108047 OF OFFICIAL RECORDS](#).

ALSO EXCEPTING THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT, SHOWN AS STATION 39 ON SAID MAP: THENCE NORTH 13° 45' EAST ALONG THE EASTERLY LINE OF SAID LOT, 138.33 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 13° 45' EAST ALONG THE EASTERLY LINE OF SAID LOT, 80 FEET; THENCE NORTH 73° 08' 50" WEST 150 FEET; THENCE SOUTH 13° 45' WEST, 80 FEET; THENCE SOUTH 73° 08' 50" EAST, 150 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-001](#)

**EXHIBIT A  
(Continued)**

PARCEL 18:

THAT PORTION OF LOT 4 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN BOOKS PAGE 116 OF MAPS, RIVERSIDE COUNTY RECORDS, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT, SHOWN AS STATION 39 ON SAID MAP; THENCE NORTH 13° 45' EAST ALONG THE EASTERLY LINE OF SAID LOT, 138.33 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 13° 45' EAST ALONG THE EASTERLY LINE OF SAID LOT, 80 FEET; THENCE NORTH 73° 08' 50" WEST, 150.00 FEET; THENCE SOUTH 13° 45' WEST, 80 FEET; THENCE SOUTH 73° 08' 50" EAST, 150 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-002](#)

PARCEL 19:

ALL THAT PORTION OF LOT 4 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 9° 00' WEST ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 325 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING NORTH 9° 00' WEST ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 75.00 FEET; THENCE NORTH 81° 38' 40" WEST, A DISTANCE OF 405.97 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTH 32° 00' WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 64.00 FEET; THENCE SOUTH 45° 00' WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 65.00 FEET; THENCE SOUTH 55° 00' WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 31.00 FEET; THENCE SOUTH 42° 40' EAST A DISTANCE OF 2.75 FEET; THENCE SOUTH 87° 44' 20" EAST, A DISTANCE OF 510.12 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-004](#)

PARCEL 20:

PARCEL 20A:

THAT PORTION OF LOT 4 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE NORTH 41° 50' 19" WEST, 740.60 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 4 TO STATION 14 AS SHOWN ON SAID MAP; THENCE NORTH 79° 48' 18" EAST, 98.87 FEET TO STATION 13 AS SHOWN ON SAID MAP; THENCE NORTH 81° 06' 08" EAST, 143.81 FEET TO STATION 12 AS SHOWN ON SAID MAP; THENCE NORTH 68° 11' 46" EAST, 173.03 FEET TO STATION 11 AS SHOWN ON SAID MAP; THENCE NORTH 69° 48' 48" EAST, 94.04 FEET TO STATION 10 AS SHOWN ON SAID MAP; THENCE NORTH 56° 26' 55" EAST, 63.00 FEET TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ARTHUR L. WHITLEY AND WIFE, RECORDED AUGUST 19, 1959 AS [INSTRUMENT NO. 72092 OF OFFICIAL RECORDS](#); THENCE SOUTH 41° 50' 19" EAST 2.75 FEET; THENCE SOUTH 86° 57' 26" EAST 509.74 FEET ON THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED TO WHITLEY, TO A POINT ON THE EASTERLY LINE OF SAID LOT 4; THENCE SOUTH 08° 11' 52" EAST, 325.00 FEET ON SAID EASTERLY LINE TO THE MOST EASTERLY

**EXHIBIT A**  
**(Continued)**

CORNER OF SAID LOT 4; THENCE SOUTH 58° 25' 01" WEST, 713.42 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

[APN: 178-310-005](#), [APN: 178-310-006](#) AND [APN: 178-310-008](#)

PARCEL 20B:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO THE CITIZENS NATIONAL TRUST AND SAVINGS BANK OF RIVERSIDE RECORDED MAY 12, 1949 IN [BOOK 1075, PAGE 538 OF OFFICIAL RECORDS](#), SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF RIVERSIDE RECORDED MAY 6, 1949 IN [BOOK 1074, PAGE 193 OF OFFICIAL RECORDS](#). THE BEARING OF THE NORTHEASTERLY LINE OF SAID LAND DESCRIBED IN SAID DEED TO CITIZENS NATIONAL TRUST AND SAVINGS BANK BEING SOUTH 52° 34' 10" EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE NORTH 37° 26' 50" EAST 55.00 FEET; THENCE NORTH 45° 49' 50" EAST 60.00 FEET; THENCE NORTH 51° 53' 50" EAST 128.00 FEET; THENCE NORTH 56° 22' 50" EAST 84.00 FEET; THENCE NORTH 67° 19' 50" EAST 84.88 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 10, 1957 IN [BOOK 2116, PAGE 213](#) OF OFFICIAL RECORDS.

SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 8,000.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 10° 52' 04" EAST; THENCE EASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 05° 34' 17" AN ARC DISTANCE OF 777.90 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE IN SAID SOUTHERLY LINE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,375.00 FEET; THENCE EASTERLY ON SAID SOUTHERLY LINE AND SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 01° 03' 50" AN ARC DISTANCE OF 136.94 FEET TO A POINT FROM WHICH A RADIAL OF SAID LAST MENTIONED CURVE BEARS NORTH 17° 30' 11" EAST; THENCE SOUTH 35° 38' 11" WEST, 3,576.13 FEET; THENCE NORTH 54° 21' 39" WEST, 153.01 FEET TO THE EASTERLY LINE OF THE LEVEE RIGHT OF WAY DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED SEPTEMBER 27, 1938 IN [BOOK 390, PAGE 475](#) OF OFFICIAL RECORDS: THENCE NORTH 15° 51' 20" EAST ON SAID RIGHT OF WAY LINE, 507.83 FEET TO THE BEGINNING OF A CURVE, IN SAID EASTERLY LINE, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 24,140.37 FEET (RECORDED AS 20,070.00 FEET); THENCE NORTHERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 47' 52" AN ARC DISTANCE OF 1,178.78 FEET TO A POINT, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 76° 56' 32" EAST; THENCE NORTH 19° 54' 32" EAST 678.13 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN THE FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 13, 1961 AS [INSTRUMENT NO. 87691 OF OFFICIAL RECORDS](#); THENCE NORTH 52° 34' 10" WEST, 135.00 FEET ON THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID DECREE OF CONDEMNATION TO ANGLE POINT IN SAID LINE; THENCE SOUTH 19° 20' 05" WEST, 609.41 FEET ON THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DECREE OF CONDEMNATION TO THE MOST SOUTHERLY CORNER OF SAID LAND DESCRIBED IN SAID DECREE OF CONDEMNATION; THENCE SOUTH 32° 04' 36" WEST 321.76 FEET TO A POINT THAT BEARS SOUTH 52° 59' 00" EAST 622.05 FEET FROM A POINT IN THE SOUTHEASTERLY LINE OF TURBINE STREET DISTANT SOUTH 58° 25' 00" WEST THEREON 897.85 FEET FROM THAT CERTAIN ANGLE POINT SHOWN ON THE MAP OF THE TURBINE TRACT RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS BEING THE MOST EASTERLY CORNER OF LOT 12 OF SAID TURBINE TRACT; THENCE NORTH 52° 59' 00" WEST 622.05 FEET TO SAID POINT IN THE SOUTHEASTERLY LINE OF TURBINE STREET; THENCE NORTH 58° 25' 00" EAST, 897.85 FEET ON SAID SOUTHEASTERLY LINE OF TURBINE STREET, TO THE AFORESAID ANGLE POINT; THENCE NORTH 08° 11' 52" WEST, 418.20 FEET ON THE NORTHEASTERLY LINE OF TURBINE STREET TO AN ANGLE POINT

**EXHIBIT A  
(Continued)**

ON SAID TURBINE STREET; THENCE NORTH 14° 38' 13" EAST, 46.06 FEET TO A POINT IN THE NORTHEASTERLY LINE OF TURBINE STREET DISTANCE SOUTH 14° 38' 13" WEST THEREON 339.80 FEET FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID TURBINE STREET WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF 28TH STREET (FORMERLY SECOND STREET) AS SHOWN ON SAID MAP; THENCE SOUTH 52° 34' 10" EAST, 507.73 FEET PARALLEL WITH SAID SOUTHWESTERLY LINE OF 28TH STREET TO THE WESTERLY LINE OF THE AFORESAID LAND DESCRIBED IN SAID DEED TO THE CITY OF RIVERSIDE; THENCE NORTH 32° 04' 36" EAST, 354.81 FEET ON SAID WESTERLY LINE TO THE POINT OF BEGINNING.

[APN: 178-310-023](#), [APN: 179-310-001](#), [APN 179-310-004](#) AND [APN 179-340-001](#)

PARCEL 21:

LOT 11 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF THE LAND DESCRIBED AS FOLLOWS:

BEGINNING AT STATION #1 OF SAID TRACT; THENCE IN A STRAIGHT LINE 155 FEET TO STATION #2 OF SAID TRACT; THENCE IN A STRAIGHT LINE 136 FEET TO STATION #3 OF SAID TRACT; THENCE IN A STRAIGHT LINE TO SECOND STREET TO STATION #41 OF SAID TRACT; THENCE IN A STRAIGHT LINE TO STATION #1 AND THE POINT OF BEGINNING; THE PORTION HEREBY RESERVED CONTAINS THIRTY FIVE HUNDREDTHS (.35) OF AN ACRE, MORE OR LESS, AND THE PORTION OF SAID LOT #11 HEREBY CONVEYED CONTAINS SIX (6) ACRES. THE .35 ACRES HEREBY RESERVED IS A TRIANGULAR PIECE OF LAND FACING TURBINE STREET SAID STATION #41 MENTIONED BEING AT THE POINT WHERE TURBINE AND SECOND STREETS JOIN, AS SHOWN ON THE PLAT OF SAID TRACT ABOVE REFERRED TO.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 DEEDED TO WALKER M. MORRISON BY DEED RECORDED AUGUST 18, 1952 IN [BOOK 1393, PAGE 513](#) OF OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED THEREIN.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 23, 1961 AS [INSTRUMENT NO. 71941 OF OFFICIAL RECORDS](#), AS MORE PARTICULARLY DESCRIBED THEREIN.

[APN: 178-310-007](#)

PARCEL 22:

LOT 5 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

**EXHIBIT A**  
**(Continued)**

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 16.00 FEET; THENCE NORTHWESTERLY, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT, 370.00 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 16.00 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE, 370.00 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-009](#)

PARCEL 23:

THAT PORTION OF LOT 6 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE SOUTHEASTERLY LINE OF SAID LOT 6 AT A POINT 197.86 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT, SAID POINT OF BEGINNING BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THOMAS H. GOODE, RECORDED IN [BOOK 605, PAGE 95](#) OF DEEDS. RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 34° 42' WEST, 836.76 FEET TO THE NORTHWESTERLY LINE OF SAID LOT.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 41° 48' WEST, 315.45 FEET; THENCE NORTH 54° 03' EAST, 236.70 FEET; THENCE SOUTH 34° 42' EAST, 326.16 FEET; THENCE SOUTH 57° 36' WEST ON THE SOUTHERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY M. PEARL GOOCH, ET CON, TO ALFRED E. GOODE, BY DEED RECORDED MARCH 9, 1932 IN [BOOK 69, PAGE 203](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 178-310-011](#)

PARCEL 24:

LOT 10 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 178-310-012](#)

PARCEL 25:

THAT PORTION OF LOT 6 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, 315.45 FEET, NORTHWESTERLY FROM THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 41° 48' 00" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 271.78 FEET; THENCE NORTH 42° 41' 00" EAST, 100.70 FEET; THENCE NORTH 51° 19' 00" WEST, 60.00 FEET; THENCE NORTH 28° 59' 00" EAST, 54.48 FEET, THE LAST THREE COURSES AND DISTANCES FOLLOWING ALONG THE BOUNDARY LINE OF SAID LOT 6; THENCE SOUTH 41° 48' 00" EAST, 372.60 FEET, TO POINT ON THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO ALFRED E. GOODE BY DEED

**EXHIBIT A  
(Continued)**

RECORDED OCTOBER 26, 1936 IN [BOOK 301, PAGE 286](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 53° 54' 00" WEST, ALONG SAID NORTHEASTERLY EXTENSION AND SAID NORTHWESTERLY LINE, 142.18 FEET, TO THE POINT OF BEGINNING.

[APN: 178-310-013](#)

PARCEL 26:

THAT PORTION OF LOT 6 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 41° 48' WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 315.45 FEET; THENCE NORTH 54° 03' EAST, 118.35 FEET; THENCE SOUTH 38° 15' EAST, 320.12 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 57° 36' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 98.93 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-015](#)

PARCEL 27:

THAT CERTAIN PARCEL DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6297, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 6, 2006 AS [INSTRUMENT NO. 2006-0158780 OF OFFICIAL RECORDS](#) OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 2 OF THE AMENDED MAP OF INDIAN HILL TRACT, PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS. RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40 FEET WIDE, ON SAID AMENDED MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, AS SHOWN ON SAID AMENDED MAP; THENCE NORTH 57° 29'43" EAST 334.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53° 44'50" EAST 310.34 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF SAID PARALLEL LINE WITH A LINE THAT IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL; THENCE NORTH 57° 29'43" EAST 72.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53° 44' 50" EAST 310.34 FEET TO THE BEGINNING OF SAID LINE; THENCE NORTH 57° 29 '43" EAST 262.00 FEET ALONG SAID LINE TO SAID POINT; THENCE CONTINUING ALONG SAID LINE, NORTH 57° 29' 43" EAST 70.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1243.00 FEET; THENCE NORTHEASTERLY 61.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2° 49' 02" TO THE SOUTHWESTERLY LINE OF SAID PARCEL DESCRIBED IN SAID CERTIFICATE OF COMPLIANCE: THENCE NORTH 53° 44' 50" WEST 308.73 FEET ALONG SAID SOUTHWESTERLY LINE TO THE WESTERLY CORNER OF SAID PARCEL, BEING A POINT ON SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE NORTH 57° 29' 43" EAST 132.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET AND THE NORTHWESTERLY LINE OF SAID PARCEL TO THE NORTHERLY CORNER OF SAID PARCEL; THENCE SOUTH 53° 44' 50" EAST 620.68 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL TO THE EASTERLY CORNER OF SAID PARCEL; THENCE SOUTH 57° 29' 43" WEST 132.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL TO THE

**EXHIBIT A**  
**(Continued)**

SOUTHERLY CORNER OF SAID PARCEL; THENCE SOUTH 53° 44' 50" EAST 42.92 FEET ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE SOUTH 57° 29' 43" WEST 132.00 FEET TO THE SOUTHEASTERLY PROLONGATION OF THAT LINE HEREINABOVE DESCRIBED AS BEING PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL AND HAVING A BEARING AND DISTANCE OF SOUTH 53° 44' 50" EAST 310.34 FEET; THENCE NORTH 53° 44' 50" WEST 353.26 FEET ALONG SAID SOUTHEASTERLY PROLONGATION TO SAID TRUE POINT OF BEGINNING.

PARCEL C, AS SHOWN ON EXHIBIT "B", OF LOT LINE ADJUSTMENT NO. 4997, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 9, 2007 AS [INSTRUMENT NO. 2007-163406 OF OFFICIAL RECORDS](#).

[APN: 178-310-051](#)

PARCEL 28:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE WESTERLY LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE CENTER LINE OF A RIGHT OF WAY OF PILES, 12 INCHES IN DIAMETER, WITH THE EASTERLY LINE OF 5.63 ACRE PARCEL SHOWN AS THE LANDS OF MILLIE J. VOORHEES ON SAID MAP; THENCE NORTH 37° 14' 00" EAST 126.10 FEET ON SAID WESTERLY LINE OF LOT 2 TO AN ANGLE POINT THEREIN; THENCE NORTH 12° 29' 00" EAST 154.00 FEET ON SAID WESTERLY LINE TO AN ANGLE POINT THEREIN; THENCE NORTH 43° 08' 00" WEST 396.00 FEET ON SAID WESTERLY LINE TO AN ANGLE POINT THEREIN; THENCE NORTH 30° 14' 00" EAST ON SAID WESTERLY LINE OF LOT 2 TO AN ANGLE POINT THEREIN, ALSO BEING THE MOST EASTERLY CORNER OF THE 7.50 ACRE PORTION OF LOT 3 OF TURBINE TRACT CONVEYED TO D. C. MILAN AS SHOWN ON SAID MAP; THENCE NORTH 53° 41' 00" WEST ON SAID WESTERLY LINE OF LOT 2 AND ON THE LINE OF SAID 7.50 ACRE PARCEL TO THE EASTERLY LINE OF TURBINE STREET (NOW KNOWN AS WALLACE STREET) AS SHOWN ON SAID MAP; THENCE NORTH 56° 43' 00" EAST ON SAID EASTERLY LINE OF TURBINE STREET TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO PHILIP D. GORDON, ET UX RECORDED FEBRUARY 17, 1928 IN [BOOK 722, PAGE 161](#) OF DEEDS: THENCE SOUTH 53° 41' 00" EAST 620.68 FEET ON THE SOUTHWEST LINE OF LAST SAID LAND TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 57° 45' 00" EAST 132.00 FEET ON THE SOUTHEAST LINE OF LAST SAID LAND TO THE MOST EASTERLY CORNER THEREOF, ALSO BEING THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO SISTO RODRIGUEZ, ET UX, RECORDED MARCH 29, 1928 IN [BOOK 722, PAGE 199](#) OF DEEDS: THENCE NORTH 31° 17' 00" EAST ON THE SOUTHEAST LINE OF LAST SAID LAND TO THE WEST LINE OF THE LAND DESCRIBED AS PARCEL 1 IN DEED TO CITY OF RIVERSIDE RECORDED MAY 6, 1949 AS INSTRUMENT NO. 76 OF OFFICIAL RECORDS; THENCE SOUTH ON SAID WEST LINE TO THE NORTHEAST CORNER OF THE APPROXIMATELY 4.80 ACRE PARCEL DESCRIBED IN DEED TO E. W. TUCKER RECORDED NOVEMBER 1, 1940 IN [BOOK 479, PAGE 534](#) OF OFFICIAL RECORDS: THENCE WEST ON THE NORTH LINE OF LAST SAID LAND TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID 7.50 ACRE PORTION OF LOT 3 OF TURBINE TRACT CONVEYED TO D. C. MILAN; THENCE NORTH 57° 43' 00" EAST 598.00 FEET ON SAID SOUTHEAST LINE OF TURBINE STREET; THENCE SOUTH 53° 41' 00" EAST 620.00 FEET, PARALLEL WITH THE NORTHEAST LINE OF SAID 7.50 ACRE PORTION; THENCE SOUTH 57° 43' 00" WEST 132.00 FEET, PARALLEL WITH SAID SOUTHEAST LINE OF TURBINE STREET; THENCE SOUTH 53° 41' 00" EAST 42.92 FEET, PARALLEL WITH THE NORTHEAST LINE OF SAID 7.50 ACRE PORTION; THENCE SOUTH 57° 43' 00"

**EXHIBIT A  
(Continued)**

WEST 132.00 FEET, PARALLEL WITH SAID SOUTHEAST LINE OF TURBINE STREET; THENCE NORTH 53° 41' 00" WEST 42.92 FEET, PARALLEL WITH THE NORTHEAST LINE OF SAID 7.50 ACRE PORTION; THENCE SOUTH 57° 43' 00" WEST 202.00 FEET, PARALLEL WITH THE SAID SOUTHEAST LINE OF TURBINE STREET TO THE NORTHEAST LINE OF THE LAND DESCRIBED IN DEED TO ROBERT V. CANNADY, ET UX, RECORDED AUGUST 29, 1923 IN [BOOK 590, PAGE 186](#) OF DEEDS; THENCE SOUTH 53° 41' 00" EAST 42.92 FEET ON SAID NORTHEAST LINE TO THE MOST EASTERLY CORNER OF LAST SAID LAND; THENCE SOUTH 57° 43' 00" WEST 132.00 FEET ON THE SOUTHEAST LINE OF LAST SAID LAND TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 53° 41' 00" WEST 663.60 FEET ON THE NORTHWEST LINE OF LAST SAID LAND TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT CERTAIN LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION IN FAVOR OF THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT WHICH RECORDED IN [BOOK 2999, PAGE 64](#) OF OFFICIAL RECORDS.

[APN: 179-270-001](#)

PARCEL 29:

ALL THAT PORTION OF LOT 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET WITH THE WESTERLY LINE OF TURBINE STREET; THENCE SOUTH 53° 17' EAST, ALONG SAID SOUTHERLY LINE OF SECOND STREET, PRODUCED EASTERLY, 43.42 FEET TO A POINT ON THE EASTERLY LINE OF SAID TURBINE STREET; THENCE SOUTH 13° 52' WEST, ALONG SAID EASTERLY LINE OF TURBINE STREET, 162.18 FEET FOR POINT OF BEGINNING; THENCE CONTINUING SOUTH 13° 52' WEST, ALONG SAID EASTERLY LINE OF TURBINE STREET, 177.62 FEET; THENCE SOUTH 53° 17' EAST, 505 FEET; THENCE NORTH 31° 17' EAST, 165 FEET; THENCE NORTH 53° 17' WEST 558.2 FEET TO POINT OF BEGINNING.

[APN: 178-310-025](#)

PARCEL 30:

PARCEL 30A:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF LOTS A AND 2 ON THE NORTHEASTERLY SIDE OF SECOND STREET. AS SHOWN ON SAID MAP, THENCE SOUTH 53° 17' EAST, ALONG SAID NORTHEASTERLY SIDE OF SECOND STREET PRODUCED, 340 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 36° 43' EAST, 650 FEET; THENCE SOUTH 53° 17' EAST, 510 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO H. B. CROUCH BY DEED RECORDED JUNE 18, 1929 IN [BOOK 819, PAGE 39](#) OF DEEDS; THENCE SOUTH 67° 48' WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, 232 FEET TO AN ANGLE POINT IN SAID SOUTHEASTERLY LINE; THENCE SOUTH 66° 27' WEST 155 FEET; THENCE SOUTH 55° 30' WEST, 84 FEET; THENCE SOUTH 51° 01' WEST, 128 FEET; THENCE SOUTH 44° 57' WEST, 60 FEET; THENCE SOUTH 36° 34' WEST, 55 FEET TO A POINT WHICH BEARS SOUTH 53° 17' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 53° 17' WEST, 244 FEET TO THE POINT OF BEGINNING; THE LAST 6 BEARINGS AND DISTANCES BEING ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO H. B. CROUCH BY THE ABOVE REFERRED TO DEED.

**EXHIBIT A  
(Continued)**

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED FROM W. J. CLARK AND NANCY B. CLARK, HIS WIFE, DATED MAY 17, 1957 AND FILED FOR RECORD JULY 2, 1957.

[APN: 178-290-009](#)

PARCEL 30B:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET WITH THE WESTERLY LINE OF TURBINE STREET; THENCE SOUTH 53° 17' EAST A DISTANCE OF 43.42 FEET TO A POINT IN THE EASTERLY LINE OF TURBINE STREET, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 13° 52' WEST A DISTANCE OF 162.18 FEET TO A POINT; THENCE SOUTH 53° 17' EAST A DISTANCE OF 558.2 FEET TO A POINT; THENCE NORTH 31° 17' EAST A DISTANCE OF 150 FEET TO A POINT; THENCE NORTH 53° 17' WEST A DISTANCE OF 606.58 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-026](#)

PARCEL 31:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF SECOND STREET (NOW KNOWN AS 28TH STREET) WITH THE WESTERLY LINE OF TURBINE STREET (NOW KNOWN AS WALLACE STREET) AS SHOWN ON SAID MAP; THENCE SOUTH 53° 17' 00" EAST 43.42 FEET TO THE EASTERLY LINE OF SAID TURBINE STREET AND THE TRUE POINT OF BEGINNING, ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO W. J. CLARK, ET UX, RECORDED FEBRUARY 17, 1928 IN [BOOK 722, PAGE 155](#) OF DEEDS; THENCE SOUTH 53° 17' 00" EAST 604.58 FEET ON THE NORTHEAST LINE OF LAST SAID LAND TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTHEAST TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO H. CROUCH, ET UX, RECORDED APRIL 28, 1928 IN [BOOK 722, PAGE 208](#) OF DEEDS. SAID CORNER BEING ON THE SOUTHEASTERLY PROLONGATION OF THE NORTHEAST LINE OF SAID SECOND STREET; THENCE NORTH 53° 17' 00" WEST ON SAID PROLONGATION TO SAID EAST LINE OF TURBINE STREET; THENCE SOUTH 13° 58' 00" WEST ON SAID EAST LINE OF TURBINE STREET TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-028](#)

PARCEL 32:

PARCEL 32A:

THAT PORTION OF LOT 6, AS SHOWN BY MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE SOUTHEASTERLY LINE OF SAID LOT 6 AT A POINT 197.86 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT, SAID POINT OF BEGINNING BEING THE MOST

**EXHIBIT A**  
**(Continued)**

EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THOMAS H. GOODE, RECORDED IN [BOOK 605, PAGE 95](#) OF DEEDS. RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 34° 42' WEST, 836.76 FEET TO THE NORTHWESTERLY LINE OF SAID LOT.

PARCEL 32B:

THAT PORTION OF LOT 5, AS SHOWN BY MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY ON THE SOUTHEASTERLY LINE OF SAID LOT, 16 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 370 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 16 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY LINE 370 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-031](#) AND [APN: 178-310-032](#)

PARCEL 33:

PARCEL 33A:

ALL THAT PORTION OF LOT 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET WITH THE WESTERLY LINE OF TURBINE STREET; THENCE SOUTH 53° 17' EAST ALONG SAID SOUTHERLY LINE OF SECOND STREET, PRODUCED EASTERLY, 43.42 FEET TO A POINT ON THE EASTERLY LINE OF SAID TURBINE STREET; THENCE SOUTH 13° 52' WEST ALONG SAID EASTERLY LINE OF TURBINE STREET, 381.95 FEET; THENCE SOUTH 8° 53' EAST ALONG SAID EASTERLY LINE OF TURBINE STREET, 422.15 FEET; THENCE SOUTH 57° 43' WEST ALONG THE SOUTHEASTERLY LINE OF SAID TURBINE STREET, 1029.85 FEET FOR THE POINT OF BEGINNING SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO BRUCE COLLINS AND MARY C. COLLINS, BY DEED FILED FOR RECORD OCTOBER 15, 1947 IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, AS [INSTRUMENT NO. 1567](#) OF SAID DATE; THENCE SOUTH 53° 41' EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL, 150 FEET; THENCE NORTH 57° 43' EAST, 61 FEET; THENCE NORTH 53° 41' WEST, 150 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TURBINE STREET; THENCE SOUTH 57° 43' WEST ALONG THE SOUTHEASTERLY LINE OF TURBINE STREET, 61 FEET, TO THE POINT OF BEGINNING.

[APN: 178-310-041](#)

PARCEL 33B:

ALL THAT PORTION OF LOT 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET WITH THE WESTERLY LINE OF TURBINE STREET; THENCE SOUTH 53° 17' EAST ALONG SAID SOUTHERLY LINE OF SECOND STREET, PRODUCED EASTERLY, 43.42 FEET TO A POINT ON THE EASTERLY LINE OF SAID TURBINE STREET; THENCE SOUTH 13° 52' WEST ALONG SAID EASTERLY LINE OF TURBINE STREET,

**EXHIBIT A  
(Continued)**

381.95 FEET; THENCE SOUTH 8° 53' EAST ALONG SAID EASTERLY LINE OF TURBINE STREET, 422.15 FEET; THENCE SOUTH 57° 43' WEST ALONG THE SOUTHEASTERLY LINE OF SAID TURBINE STREET, 897.85 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 57° 43' WEST ALONG THE SOUTHEASTERLY LINE OF TURBINE STREET, 132 FEET; THENCE SOUTH 53° 41' EAST, 620.68 FEET; THENCE NORTH 57° 43' EAST, 132 FEET; THENCE NORTH 53° 41' WEST, 620.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION AS DEEDED TO EMERALD MEADOWS RANCH, A CALIFORNIA CORPORATION, IN DEED RECORDED NOVEMBER 9, 1990 AS [INSTRUMENT NO. 41231](#) AND RE-RECORDED JULY 18, 1991 AS [INSTRUMENT NO. 245104](#) BOTH OF OFFICIAL RECORDS.

[APN: 178-310-042](#)

PARCEL 34:

THAT PORTION OF LOT 1 IN BLOCK 25 OF WEST RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 9, PAGE 34](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT WHICH BEARS SOUTH 53° 00' 00" EAST 330.00 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTH 37° 00' 00" WEST, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 232.71 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 00' 00" EAST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 462.00 FEET, TO A POINT IN THE CENTER LINE OF "C" STREET; THENCE SOUTH 37° 00' 00" WEST, ALONG THE CENTER LINE OF "C" STREET, 94.29 FEET, TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO J. ALEXANDER AND MONTEZ ALEXANDER, HUSBAND AND WIFE, BY DEED RECORDED SEPTEMBER 28, 1947 IN [BOOK 769, PAGE 419](#) OF OFFICIAL RECORDS. RIVERSIDE COUNTY RECORDS; THENCE NORTH 53° 00' 00" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 462.00 FEET, TO THE MOST NORTHERLY CORNER OF SAID PARCEL; THENCE NORTH 37° 00' 00" EAST, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 94.29 FEET, TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 2702 RECORDED DECEMBER 7, 1988 AS [INSTRUMENT NO. 359005 OF OFFICIAL RECORDS](#).

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING WITHIN "C" STREET.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED OCTOBER 9, 1959 IN [BOOK 2559, PAGE 582](#) OF OFFICIAL RECORDS.

[APN: 178-262-005](#)

PARCEL 35:

THAT PORTION OF LOT 1, BLOCK 25 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT, WHICH BEARS SOUTH 53° 00' EAST, 330 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 1, SAID POINT BEING THE MOST EASTERLY CORNER OF THE NORTHWESTERLY 6 ACRES OF SAID LOT, AS CONVEYED BY C. H. BENEDICT AND WIFE, TO D. B. O'NEILL BY DEED RECORDED MAY 10, 1909 IN [BOOK 281, PAGE 35](#) OF

**EXHIBIT A**  
**(Continued)**

DEEDS. RIVERSIDE COUNTY RECORDS; THENCE SOUTH 37° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 94.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 37° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 138.42 FEET; THENCE SOUTH 53° 00' EAST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, 462 FEET TO A POINT IN THE CENTER LINE OF "C" STREET; THENCE NORTH 37° 11' EAST ALONG THE CENTER LINE OF "C" STREET, 138.42 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF PARCEL OF LAND CONVEYED TO NATHANIEL BO WENS AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 17, 1947 AS [INSTRUMENT NO. 1871 OF OFFICIAL RECORDS](#); THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL CONVEYED TO BOWENS, 462 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN "C" STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 14, 1959 AS [INSTRUMENT NO. 87540 OF OFFICIAL RECORDS](#).

[APN: 178-262-006](#)

PARCEL 36:

PARCEL 36A:

THAT PORTION OF LOT 1, BLOCK 25 OF WEST RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1, WHICH BEARS SOUTH 53° 00' EAST 330 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 53° 00' EAST ON THE NORTHEASTERLY LINE OF SAID LOT 1, 462 FEET TO A POINT IN THE CENTER LINE OF "C" STREET; THENCE SOUTH 37° 00' WEST, ON THE CENTER LINE OF "C" STREET 94.29 FEET; THENCE NORTH 53° 00' WEST, AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, 462 FEET; THENCE NORTH 37° 00' EAST, AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1, 94.29 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN "C" STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 17, 1959 AS [INSTRUMENT NO. 52582 OF OFFICIAL RECORDS](#), DESCRIBED AS FOLLOWS:

**EXHIBIT A  
(Continued)**

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO LEON THOMAS, ET AL, BY DEED RECORDED DECEMBER 29, 1948 IN [BOOK 1039, PAGE 193](#) OF OFFICIAL RECORDS, OF RIVERSIDE COUNTY RECORDS; THENCE ON THE NORTHEASTERLY LINE OF SAID THOMAS PARCEL OF LAND, SOUTH 52° 28' 59" EAST, 370.92 FEET; THENCE SOUTH 84° 41' 12" WEST, 138.70 FEET TO THE SOUTHWESTERLY LINE OF SAID THOMAS PARCEL OF LAND; THENCE ON SAID SOUTHWESTERLY LINE NORTH 52° 28' 59" WEST, 269.32 FEET TO THE MOST WESTERLY CORNER OF SAID THOMAS PARCEL OF LAND; THENCE ON THE NORTHWESTERLY LINE OF SAID THOMAS PARCEL OF LAND, NORTH 37° 35' 34" EAST 94.29 FEET TO THE POINT OF BEGINNING.

[APN: 178-262-007](#)

PARCEL 36B:

THAT PORTION OF LOT 2 IN BLOCK 25 OF WEST RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 2 WITH THE NORTHWESTERLY LINE OF "C" STREET (NOW KNOWN AS HALL STREET) 66 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 52° 28' 59" WEST 57.47 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 17, 1959 IN [BOOK 2493, PAGE 276](#) OF OFFICIAL RECORDS, RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 84° 41' 12" EAST 78.53 FEET TO SAID NORTHWESTERLY LINE OF "C" STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO DRILL DIG OR MINE THROUGH THE SURFACE THEREOF, AS EXCEPTED BY STATE OF CALIFORNIA, IN A DEED RECORDED MAY 7, 1963 IN [BOOK 3387, PAGE 386](#) OF OFFICIAL RECORDS OF SAID COUNTY.

[APN: 178-262-008](#)

PARCEL 37:

PARCEL 37A:

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE\(S\) 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT, 624 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER THEREOF, SAID POINT BEING THE NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JAMES A. MCCLAIN AND NANCY A. MCCLAIN, HIS WIFE, BY DEED RECORDED AUGUST 9, 1922 IN [BOOK 560, PAGE 479](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 59° 16' EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, 502 FEET, TO A POINT IN THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 53° 39' EAST, ALONG SAID EASTERLY LINE 179.6 FEET; THENCE NORTH 59° 16' WEST 550.43 FEET, TO THE

**EXHIBIT A**  
**(Continued)**

NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTH 38° WEST, ALONG SAID NORTHWESTERLY LINE, 167 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 40 FEET CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 31, 1946 AS [INSTRUMENT NO. 4018 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE, IN A DEED RECORDED MARCH 19, 1964 AS [INSTRUMENT NO. 34403 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 37B:

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE\(S\) 1](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 791 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER THEREOF, SAID POINT BEING THE NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ALBERT C. ADIX AND MABLE N. ADIX, HIS WIFE, BY DEED RECORDED NOVEMBER 23, 1929 IN [BOOK 832, PAGE 314](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 59° 16' EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, 550.43 FEET, TO A POINT IN THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 53° 39' EAST, ALONG SAID EASTERLY LINE, 243.1 FEET; THENCE NORTH 59° 16' EAST 616.7 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTH 38° WEST, ALONG SAID NORTHWESTERLY LINE, 225.8 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTHWESTERLY 40 FEET CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED DECEMBER 31, 1946 AS [INSTRUMENT NO. 4018 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE, IN A DEED RECORDED MARCH 19, 1964 AS [INSTRUMENT NO. 34403 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 37C:

PARCEL 1:

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE\(S\) 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1016.8 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER THEREOF, SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JACK PREDIADO AND WILLIAM S. STEVENS BY DEED RECORDED MARCH 14, 1941 IN [BOOK 495, PAGE 145](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 38° EAST, ALONG SAID NORTHWESTERLY LINE, 250 FEET; THENCE SOUTH 59° 16' EAST, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 53° 39' WEST, ALONG SAID SOUTHEASTERLY LINE, 265 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 59° 16' WEST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 616.7 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 40 FEET CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED DECEMBER 31, 1946 AS [INSTRUMENT NO. 4018 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

**EXHIBIT A**  
**(Continued)**

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE, IN A DEED RECORDED MARCH 19, 1964 AS [INSTRUMENT NO. 34403 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1266.8 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 59° 16' EAST 150 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT, 130 FEET; THENCE NORTH 59° 16' WEST 150 FEET; THENCE NORTH 38° EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE AND TEMPORARY EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AS GRANTED IN THAT CERTAIN DOCUMENT ENTITLED "AMENDED AND RESTATED DEVELOPMENT COOPERATION AGREEMENT" DATED JULY 1, 2015 AND RECORDED JULY 1, 2015 AS [INSTRUMENT NO. 2015-0285885 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY CALIFORNIA.

[APN: 179-130-004](#)

PARCEL 37D:

ALL THAT PORTION OF LOT 1 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGES 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THOSE PORTIONS OF LOT 9 AND OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS "LANDS OF W.W. CARR, 13.75 AC.", AS SHOWN ON MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL DESIGNATED AS "LANDS OF W. W. CARR", THENCE NORTH 59° 58' WEST, ALONG THE NORTHEASTERLY LINE OF THE COUNTY ROAD AS SHOWN AND MAP LAST AFORESAID, 395.18 FEET, TO AN ANGLE POINT THEREIN; THENCE NORTH 60° WEST, ALONG THE NORTHEASTERLY LINE OF SAID COUNTY ROAD, 131.02 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 33° 53' EAST, 528.49 FEET, AS STATED IN DEED RECORDED FEBRUARY 7, 1958 IN [BOOK 2236, PAGES 57 & 58](#) OF OFFICIAL RECORDS; THENCE NORTH 45° 36' EAST, 265.00 FEET, AS STATED IN DEED RECORDED FEBRUARY 7, 1958 IN [BOOK 2236, PAGES 57 & 58](#) OF OFFICIAL RECORDS; THENCE NORTH 54° 06' EAST, 129.73 FEET, AS STATED IN DEED RECORDED FEBRUARY 7, 1958 IN [BOOK 2236, PAGES 57 & 58](#) OF OFFICIAL RECORDS; THENCE NORTH 59° 09' WEST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID ARTHUR PARKS TRACT, 804.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 1 OF SAID ARTHUR PARKS TRACT; THENCE SOUTH 53° 43' WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, 426.89 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE SOUTH 59° 20' 19" EAST, PER PARCEL MERGER 994 RECORDED FEBRUARY 3, 1997 AS [INSTRUMENT NO. 036653 OF OFFICIAL RECORDS](#), 345.84 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE SOUTH 24° 04' EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, 362.34 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 52° 41' WEST ALONG THE SOUTHEASTERLY LINE OF SAID ARTHUR PARKS TRACT, 95.31 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 35° 34' WEST ALONG THE SOUTHEASTERLY LINE OF SAID ARTHUR PARKS TRACT, 219.90 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF THE COUNTY ROAD AS SHOWN ON SAID MAP OF RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT; THENCE SOUTH 60° 00' EAST, ALONG SAID NORTHEASTERLY LINE, 235.79 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A**  
**(Continued)**

EXCEPTING THERE FROM ANY PORTION THEREOF LYING EASTERLY OF THE JURUPA DITCH AS LOCATED ON APRIL 9, 1918, BEING THE DATE OF DEED TO H. M. VANDERLICE, TO THE POINT WHERE L. W. WILSON TAKES HIS WATER THROUGH A WOODEN FLUME AS EXCEPTED IN SAID DEED TO H. M. VANDERLICE RECORDED MAY 2, 1918 IN [BOOK 479, PAGE 292](#), OF DEEDS.

ALSO EXCEPTING THERE FROM ALL LAND LYING EASTERLY OF SAID WOODEN FLUME EXTENDING TO THE COUNTY ROAD AS EXCEPTED IN SAID DEED TO H. M. VANDERLICE RECORDED MAY 2, 1918 IN [BOOK 479, PAGE 292](#), OF DEEDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 1 OF SAID ARTHUR PARKS TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 1; AS SHOWN ON RECORD OF SURVEY ON FILE IN [BOOK 81, PAGE 82](#) OF RECORDS OF SURVEY, THEREIN, RECORDS OF SAID COUNTY; THENCE SOUTH 59° 20' 19" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, 345.84 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 30° 39' 41" EAST, 120.00 FEET; THENCE NORTH 59° 14' 26" WEST, 294.29 FEET TO A POINT ON THE NORTHWESTERLY; THENCE SOUTH 53° 38'25" WEST, 130.89 FEET TO THE POINT OF BEGINNING.

PARCEL B AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN LOT LINE ADJUSTMENT NO. 5294 RECORDED AUGUST 22, 2008 AS [INSTRUMENT NO. 2008-0466509 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM PARCELS 'B' AND 'C' OF LOT LINE ADJUSTMENT NO. 21002, RECORDED MARCH 29, 2022 AS INSTRUMENT NO. 2022-0151045, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 179-170-005](#) AND [APN: 179-170-020](#)

PARCEL 38:

ALL THAT PORTION OF LOT 1 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF LOT 9, AS SHOWN BY MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS "LANDS OF W. W. CARR, 13.75 AC", AS SHOWN ON SAID MAP OF TURBINE TRACT; THENCE NORTH 59° 58' WEST ALONG THE NORTHEASTERLY LINE OF THE COUNTY ROAD AS SHOWN ON SAID MAP OF TURBINE TRACT, 395.18 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 60° WEST ALONG THE NORTHEASTERLY LINE OF SAID COUNTY ROAD, 131.02 FEET; THENCE NORTH 33° 53' EAST, 528.49 FEET (FORMERLY RECORDED AS 528.45 FEET); THENCE NORTH 45° 36' EAST (FORMERLY RECORDED NORTH 45° 37' EAST) 265 FEET; THENCE NORTH 54° 06' EAST, 129.73 FEET FOR THE POINT OF BEGINNING, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GEORGE A. CALKINS AND RUTH E. CALKINS, HUSBAND AND WIFE, BY DEED RECORDED APRIL 15, 1952 IN [BOOK 1359, PAGE 363](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 59° 09' WEST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, SAID NORTHEASTERLY LINE BEING PARALLEL WITH THE NORTHEASTERLY LINE OF ARTHUR PARKS TRACT, 804.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 1 OF SAID ARTHUR PARKS TRACT; THENCE NORTH 53° 43' EAST (FORMERLY RECORDED NORTH 53° 30' EAST) ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 650.32 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTH 59° 09' EAST (FORMERLY RECORDED SOUTH 59° 45' EAST)

PRELIMINARY REPORT  
YOUR REFERENCE:

Chicago Title Company  
ORDER NO.: 00185217-996-SD1-RT4

ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 801.90 FEET TO THE MOST  
EASTERLY CORNER OF SAID LOT; THENCE SOUTH 37° 54' WEST ALONG THE SOUTHEASTERLY LINE  
OF SAID LOT, 102.58 FEET (FORMERLY RECORDED SOUTH 36° 22' WEST, 100.32 FEET); THENCE SOUTH  
78° 32' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 222.70 FEET (FORMERLY RECORDED

**EXHIBIT A  
(Continued)**

SOUTH 80° 15' WEST, 221.76 FEET); THENCE SOUTH 61° 01' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 138.60 FEET (FORMERLY RECORDED SOUTH 61° 30' WEST) TO STATION 56 AS SHOWN ON SAID MAP OF TURBINE TRACT; THENCE SOUTH 34° 49' EAST, ALONG A LINE BETWEEN SAID STATION 56 AND STATION 29, AS SHOWN ON SAID MAP OF TURBINE TRACT, 61.18 FEET TO A POINT 23.10 FEET NORTHWESTERLY FROM SAID STATION 29; THENCE SOUTH 34° 40' WEST, 75.72 FEET; THENCE SOUTH 54° 06' WEST, 137.67 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING EASTERLY OF THE JURUPA DITCH AS LOCATED ON APRIL 9, 1918, BEING THE DATE OF DEED TO H. H. VANDERLICE, TO THE POINT WHERE L. S. WILSON TAKES HIS WATER THROUGH A WOODEN FLUME.

[APN: 179-170-001](#) AND [APN: 179-170-004](#)

PARCEL 39:

LOT 9 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO W. W. CARR, BY DEED RECORDED JULY 19, 1905, IN [BOOK 202, PAGE 361](#) OF DEEDS, RECORDS OF SAID COUNTY.

[APN: 179-170-003](#)

PARCEL 40:

PARCEL 1 OF [PARCEL MAP NO. 33314](#) IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 220, PAGES 79](#) AND 80, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 179-170-018](#)

PARCEL 41:

THAT PORTION OF LOTS 8 AND 9 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF A [TRACT OF LAND](#) AS SHOWN BY MAP OF THE TURBINE TRACT ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THEREON DESIGNATED AS "LAND OF W. W. CARR 13.75 A." SAID POINT BEING STATION #72 OF SURVEY OF SAID TURBINE TRACT; THENCE NORTH 59° 58' WEST ALONG THE NORTH LINE OF THE COUNTY ROAD, AS SHOWN BY MAP OF SAID TURBINE TRACT, 526.2 FEET; THENCE NORTH 33° 53' EAST, 528.45 FEET; THENCE NORTH 45° 37' EAST, 265 FEET; THENCE NORTH 54° 06' EAST, 40 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LOT 9, AS SHOWN ON SURVEY OF SAID TURBINE TRACT, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 54° 06' EAST, 227.4 FEET; THENCE 71.4 FEET, MORE OR LESS, TO A POINT ON A LINE RUNNING BETWEEN STATIONS 29 AND 56 OF SURVEY OF SAID TURBINE TRACT AND DISTANT FROM STATION 29, 23.10 FEET; THENCE SOUTH ALONG THE LINE BETWEEN STATIONS 29 AND 56 OF SAID SURVEY, 23.10 FEET TO SAID STATION 29, THE SAME BEING THE NORTHEAST CORNER OF LOT 8 OF SAID TURBINE TRACT; THENCE SOUTH 41°

**EXHIBIT A  
(Continued)**

48' EAST, 694.75 FEET TO THE NORTHWESTERLY LINE OF TURBINE STREET; THENCE SOUTH 57° 36' WEST ALONG THE NORTHWESTERLY LINE OF TURBINE STREET, 260.3 FEET TO STATION 32 OF SAID SURVEY; THENCE NORTH 43° 28' WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 8 AND 9 TO THE POINT OF BEGINNING.

ALSO ALL THAT CERTAIN STRIP OF LAND LYING BETWEEN THE NORTHWESTERLY BOUNDARY LINE OF THE FOREGOING DESCRIBED TRACT OF LAND AND SOUTHWESTERLY OF JURUPA DITCH AS NOW LOCATED AND SOUTHEASTERLY OF THAT CERTAIN WOODEN FLUME EXTENDING FROM SAID JURUPA DITCH TO THE COUNTY ROAD.

APN: 179-170-007

PARCEL 42:

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 04998, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER DOCUMENT RECORDED MARCH 9, 2007 AS INSTRUMENT NO. 0163401 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A, SAID MOST NORTHERLY CORNER BEING A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40 FEET WIDE, ON SAID AMENDED MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN BOOK 221, PAGE 359 OF DEEDS, AS SHOWN ON SAID AMENDED MAP; THENCE ALONG THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL AND SAID PARCEL A, SOUTH 53° 44' 50" EAST 310.34 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE, AND ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A AND ITS NORTHEASTERLY PROLONGATION, NORTH 57° 29' 34" EAST 334.00 FEET TO A LINE THAT IS PARALLEL WITH SAID NORTHEASTERLY LINE OF THAT 7.5 ACRE PARCEL, AND PASSES THROUGH SAID SOUTHEASTERLY LINE OF WALLACE STREET AT A POINT NORTH 57° 29' 43" EAST 334.00 FEET FROM SAID NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL; THENCE ALONG SAID PARALLEL LINE AND THE NORTHEASTERLY LINE OF SAID PARCEL A, SOUTH 53° 44' 50" EAST 310.34 FEET; THENCE CONTINUING ALONG THE PERIMETER OF SAID PARCEL A IN A CLOCKWISE DIRECTION THE FOLLOWING 14 COURSES: PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET, SOUTH 57° 29' 43" WEST 334.00 FEET TO SAID NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL; THENCE SOUTH 53° 44' 50" EAST 0.04 FEET ALONG SAID NORTHEASTERLY LINE; THENCE SOUTH 29° 55' 10" WEST 845.38 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL AND THE SOUTHEASTERLY LINE OF SAID LOT 1 OF THE TURBINE TRACT, TO A POINT THAT IS NORTH 29° 55' 10" EAST 330.00 FEET FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF LOT 1 WITH THE NORTHEASTERLY LINE OF 34TH STREET, ALSO KNOWN AS WILSON STREET, AS SHOWN ON SAID MAP OF THE TURBINE TRACT; THENCE LEAVING SAID SOUTHEASTERLY LINE OF LOT 1, NORTH 60° 01' 40" WEST 396.00 FEET; THENCE SOUTH 29° 55' 10" WEST 10.00 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO JOHN LAMA IN BY DEED RECORDED JANUARY 7, 1931 IN BOOK 8, PAGE 79 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 60° 01' 40" WEST 350.06 FEET ALONG THE NORTHEASTERLY LINE OF SAID LAMAIN PARCEL TO THE MOST NORTHERLY CORNER THEREOF; THENCE NORTH 29° 58' 20" EAST 46.00 FEET ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LAMAIN PARCEL, TO A POINT THEREON, DISTANT 366.00 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID LAMAIN PARCEL; THENCE NORTH 60° 01' 40" WEST 329.65 FEET TO THE SOUTHEASTERLY LINE OF SAID WALLACE STREET; THENCE NORTH 57° 32' 10" EAST 533.04 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET TO THE WESTERLY CORNER OF PARCEL D OF SAID LOT LINE ADJUSTMENT NO. 04998; THENCE SOUTH 50° 14' 59" EAST 204.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 563.00 FEET, A RADIAL TO SAID BEGINNING OF CURVE BEARS NORTH 01° 10' 46" EAST; THENCE NORTHEASTERLY 325.91 FEET

**EXHIBIT A  
(Continued)**

ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33° L0' 0L" TO A NON-TANGENT LINE; THENCE NORTH 53° 44' 18" WEST 310.44 FEET ALONG SAID NON-TANGENT LINE TO SAID SOUTHEASTERLY LINE OF WALLACE STREET AND THE NORTHERLY CORNER OF SAID PARCEL D; THENCE NORTH 57° 32' 10" EAST 183.85 FEET ALONG SAID SOUTHEASTERLY LINE TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 57° 29' 43" EAST 15.57 FEET TO THE POINT OF BEGINNING.

[APN: 179-170-016](#), [APN: 178-310-044](#) AND [APN: 178-310-046](#)

PARCEL 43:

THAT PORTION OF BLOCK 2 AS SHOWN BY MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM TRACT AS PER MAP RECORDED IN [BOOK 6, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, WITH THE EASTERLY LINE OF THE ROAD KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING A CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD, TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE CONTINUING EASTERLY ALONG THE NORTHERLY EXTENSION OF WILSON ROAD, A DISTANCE OF 220 FEET MORE OR LESS; THENCE NORTH 15° 21' 30" EAST A DISTANCE OF 246 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE, A DISTANCE OF 123 FEET; THENCE WESTERLY TO A POINT IN THE CENTER LINE OF SAID RIGHT OF WAY OF PILES TO A POINT 313.5 FEET NORTHWESTERLY OF WILSON ROAD, AS MEASURED ALONG THE CENTER LINE OF SAID RIGHT OF WAY OF PILES; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, A DISTANCE OF 104.5 FEET; THENCE EASTERLY IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

[APN: 179-270-012](#)

PARCEL 44:

PARCEL 44A:

ALL THAT PORTION OF BLOCK 2 AS SHOWN BY MAP OF INDIAN HILL TRACT ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM TRACT ON FILE IN [BOOK 6, PAGE 21](#) OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, CALIFORNIA, WITH THE EASTERLY LINE OF THE ROAD NOW KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING A CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT ON FILE IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY IN

**EXHIBIT A**  
**(Continued)**

THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, CALIFORNIA; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT THE TRUE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTHERLY LINE OF WILSON ROAD, 220 FEET, MORE OR LESS;

THENCE NORTH 15° 21' 30" EAST, A DISTANCE OF 123 FEET; THENCE WESTERLY TO A POINT ON THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, DISTANT 104.5 FEET NORTHERLY FROM THE NORTHERLY LINE OF WILSON ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, A DISTANCE OF 104.5 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 179-270-024](#)

PARCEL 44B:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD OF DALEY STOCK FARM TRACT AS PER MAP RECORDED IN [BOOK 6, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, WITH THE EASTERLY LINE OF CRESTMORE ROAD, AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE CONTINUING EASTERLY ALONG THE NORTHERLY EXTENSION OF WILSON ROAD, 220 FEET; THENCE NORTH 15° 21' 30" EAST, 369 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO MARY JANE MCWILLIAMS, AN UNMARRIED WOMAN, BY DEED RECORDED AUGUST 21, 1980 AS [INSTRUMENT NO. 151713 OF OFFICIAL RECORDS](#); THENCE CONTINUING NORTH 15° 21' 30" EAST, 123 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO FRED RANDOLPH CHRISTOPHERSON AND LYNN BROOKS CHRISTOPHERSON, HUSBAND AND WIFE, BY DEED RECORDED JUNE 3, 1980 AS [INSTRUMENT NO. 101981 OF OFFICIAL RECORDS](#); THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL SO CONVEYED TO CHRISTOPHERSON, 305.9 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTHWESTERLY IN A DIRECT LINE, 106 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF SAID PARCEL SO CONVEYED TO MCWILLIAMS; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SO CONVEYED TO MCWILLIAMS, 290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 30 FEET FOR A PERPETUAL EASEMENT FOR ROAD PURPOSES.

[APN: 179-270-013](#)

PARCEL 45:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM, ON FILE IN [BOOK 6, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY

**EXHIBIT A**  
**(Continued)**

RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THE ROAD KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING THE CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT ON FILE IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD, TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES, AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE NORTH 05° 14' EAST, ALONG SAID CENTER LINE OF SAID RIGHT OF WAY OF PILES, 419.5 FEET TO THE NORTHERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO CLARA MISHLER, A WIDOW, BY DEED RECORDED APRIL 2, 1954 AS [INSTRUMENT NO. 16393 OF OFFICIAL RECORDS](#). FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 05° 14' EAST, ON SAID CENTER LINE OF RIGHT OF WAY OF PILES, 100 FEET; THENCE AT A RIGHT ANGLE EASTERLY TO A POINT ON THE WEST BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE; THENCE SOUTHERLY, ON SAID WEST BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE TO THE MOST EASTERLY CORNER OF SAID PARCEL SO CONVEYED TO CLARA MISHLER, A WIDOW; THENCE WESTERLY, ON THE NORTHERLY LINE OF SAID PARCEL SO CONVEYED TO CLARA MISHLER, A WIDOW, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 30 FEET FOR ROAD PURPOSES.

[APN: 179-270-014](#)

PARCEL 46:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM ON FILE IN [BOOK 6, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THE ROAD KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING THE CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT ON FILE IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD, TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES, AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE NORTH 05° 14' EAST, ALONG SAID CENTER LINE OF SAID RIGHT OF WAY OF PILES, 519.5 FEET TO THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO JERRY D. BARCHENGER AND ELVIE J. BARCHENGER, HUSBAND AND WIFE AS JOINT TENANTS, BY DEED RECORDED NOVEMBER 21, 1966 AS [INSTRUMENT NO. 112588 OF OFFICIAL RECORDS](#), FOR THE TRUE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE EASTERLY TO A POINT ON THE WEST BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE; THENCE NORTHERLY ON SAID WEST BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE, 100 FEET MORE OR LESS, TO THE MOST EASTERLY CORNER OF SAID PARCEL SO CONVEYED TO JOHN FREDERICK ROTRAMEL, AN UNMARRIED MAN, BY DEED RECORDED NOVEMBER 21, 1966 AS [INSTRUMENT NO. 112590 OF OFFICIAL RECORDS](#); THENCE WESTERLY ON THE SOUTHERLY LINE OF SAID PARCEL SO CONVEYED TO JOHN FREDERICK ROTRAMEL TO THE SOUTHWESTERLY CORNER OF SAID PARCEL CONVEYED TO JOHN FREDERICK ROTRAMEL; THENCE SOUTH 05° 14' WEST ON THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, 100 FEET MORE OR LESS TO THE POINT OF BEGINNING.

[APN: 179-270-015](#)

**EXHIBIT A  
(Continued)**

PARCEL 47:

THAT PORTION OF LOT 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM ON FILE IN [BOOK 6, PAGE 21](#) OF MAPS, RIVERSIDE COUNTY RECORDS, WITH THE EASTERLY LINE OF THE ROAD NOW KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING THE CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT, ON FILE IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES, AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE NORTH 5° 14' EAST ALONG SAID CENTER LINE OF SAID RIGHT OF WAY OF PILES, 394.5 FEET; THENCE CONTINUING NORTH 5° 14' EAST ALONG SAID CENTER LINE OF SAID RIGHT OF WAY OF PILES, 344.5 FEET, MORE OR LESS, TO THE MOST NORTHEASTERLY CORNER OF THAT CERTAIN 4.355 ACRES OF LAND DEEDED BY MARY S. EVANS TO E. W. TUCKER ON MAY 18, 1937 AND RECORDED MAY 26, 1937 IN [BOOK 324, PAGE 178](#) OF OFFICIAL RECORDS FOR THE TRUE POINT OF BEGINNING; THENCE AT RIGHT ANGLES EASTERLY, 352.44 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SANTA ANA RIVER FLOOD CONTROL LEVEE; THENCE SOUTHERLY ON SAID WESTERLY BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE, 119.5 FEET; THENCE WESTERLY TO A POINT ON THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, DISTANT 119.5 FEET SOUTHERLY FROM THE POINT OF BEGINNING; THENCE NORTHERLY ON THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, 119.5 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 30 FEET FOR ROAD PURPOSES.

[APN: 179-270-016](#)

PARCEL 48:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF INDIAN HILL TRACT, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF 34TH STREET, SHOWN AS WILSON STREET, 40.00 FEET WIDE, ON SAID MAP, WITH THE EASTERLY LINE OF THE LANDS OF MILLIE J. VOORHIES, AS SHOWN ON SAID MAP; THENCE NORTH 14° 47' 20" EAST 177.19 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE, NORTH 26° 58' 54" EAST 211.51 FEET; THENCE SOUTH 57° 27' 50" EAST 158.47 FEET; THENCE SOUTH 08° 49' 09" WEST 370.07 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL CONVEYED TO SYLVESTER REXROAT, PER DEED RECORDED AUGUST 13, 1945 IN [BOOK 589, PAGE 512](#) OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING NORTH 07° 19' 6" EAST 32.51 FEET FROM THE SOUTHEASTERLY CORNER OF SAID REXROAT PARCEL; THENCE SOUTH 07° 19' 16" WEST 32.51 FEET ALONG LAST SAID SOUTHEASTERLY LINE TO SAID SOUTHEASTERLY CORNER, ALSO BEING ON SAID SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF 34TH STREET; THENCE SOUTH 60° 01' 40" EAST 148.52 FEET ALONG SAID SOUTHEASTERLY PROLONGATION TO ITS INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN [TRACT OF LAND](#) CONVEYED TO E.W. TUCKER BY DEED RECORDED MAY 26, 1937 IN [BOOK 324, PAGE 178](#) OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 04° 47' 51" EAST 738.20 FEET ALONG LAST SAID EASTERLY LINE TO THE NORTHEASTERLY CORNER OF SAID PARCEL CONVEYED TO E.W. TUCKER; THENCE WESTERLY AND SOUTHERLY ALONG THE NORTHERLY LINE OF SAID

**EXHIBIT A**  
**(Continued)**

PARCEL CONVEYED TO E.W. TUCKER AND THE SOUTHERLY AND SAID EASTERLY LINE OF THE LANDS OF MILLIE J. VOORHIES, THE FOLLOWING THREE COURSES: SOUTH 76° 31' 20" WEST 100.00 FEET; THENCE SOUTH 65° 46' 20" WEST 213.00 FEET; THENCE SOUTH 14° 47' 20" WEST 264.79 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT A  
(Continued)**

PARCEL D, AS SHOWN ON EXHIBIT "B", OF LOT LINE ADJUSTMENT NO. LLA 04995, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED JANUARY 23, 2007 AS [INSTRUMENT NO. 20070052626 OF OFFICIAL RECORDS](#).

[APN: 179-270-33](#)

PARCEL 49:

PARCEL 49A:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 55A OF RECORD OF SURVEY ON FILE IN [BOOK 26, PAGES 87](#) THROUGH 92 OF RECORDS OF SURVEY, RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 35° 38' 11" EAST, ALONG THE WEST LINE OF THE STAGE 2 LEVEE R/W AS SHOWN BY SAID RECORD OF SURVEY, A DISTANCE OF 779.92 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL NO. 47 OF JUDGMENT AND FINAL ORDER OF CONDEMNATION BY DOCUMENT RECORDED AUGUST 7, 1963 IN [BOOK 3459, PAGE 298](#), ET SEQ., OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 54° 21' 49" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 47, A DISTANCE OF 153.01 FEET TO THE EASTERLY LINE OF THAT CERTAIN RIGHT OF WAY EASEMENT GRANTED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED SEPTEMBER 27, 1938 IN [BOOK 390, PAGE 475](#) ET SEQ., OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED; THENCE NORTH 15° 51' 20" EAST, ALONG SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID PARCEL NO. 47, A DISTANCE OF 507.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVING WESTERLY AND HAVING A RADIUS OF 24,140.37 FEET; THENCE NORTHERLY TO THE LEFT ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY LINE AND ALONG SAID WESTERLY LINE OF PARCEL NO. 47, THROUGH A CENTRAL ANGLE OF 2° 47' 52" AN ARC LENGTH OF 1178.78 FEET TO THE END OF SAID CURVE; THENCE NORTH 19° 59' 30" EAST, A DISTANCE OF 677.77 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED IN [BOOK 1074, PAGE 193](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THEODORA DEAL CAZAR BY DEED RECORDED IN [BOOK 122, PAGE 178](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 32° 02' 45" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 620.32 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID STAGE 2 LEVEE R/W; THENCE SOUTH 13° 03' 18" WEST, ALONG SAID LAST MENTIONED WESTERLY LINE, A DISTANCE OF 86.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVING WESTERLY AND HAVING A RADIUS OF 24,020.37 FEET; SAID CURVE BEING CONCENTRIC WITH AND DISTANT 120.00 FEET EASTERLY AS MEASURED RADIALLY TO THE PREVIOUS DESCRIBED CURVE HAVING A RADIUS OF 24,140.37 FEET; THENCE SOUTHERLY TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 24,020.37 FEET AND CONTINUING ALONG SAID WESTERLY LINE OF THE STAGE 2 LEVEE R/W, THROUGH A CENTRAL ANGLE OF 2° 47' 52" AN ARC LENGTH OF 1172.92 FEET TO THE END OF SAID CURVE; THENCE SOUTH 15° 51' 10" WEST, CONTINUING ALONG SAID WESTERLY LINE OF THE STAGE 2 LEVEE R/W, A DISTANCE OF 464.67 FEET TO THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE OF PARCEL NO. 47; THENCE SOUTH 54° 21' 49" EAST, ALONG SAID WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF PARCEL NO. 47, A DISTANCE OF 127.53 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A  
(Continued)**

EXCEPTING THEREFROM ANY AND ALL WATER RIGHTS IN, TO AND/OR ON THE PROPERTY, AS RESERVED BY THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, IN DEED RECORDED JANUARY 10, 2007 AS [INSTRUMENT NO. 2007-0020306 OF OFFICIAL RECORDS](#).

[APN: 179-340-005](#) AND [APN: 179-310-005](#)

PARCEL 49B:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS. RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 55A OF RECORD OF SURVEY ON FILE IN [BOOK 26, PAGES 87](#) THROUGH 92 OF RECORDS OF SURVEY, RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 35° 38' 11" EAST, ALONG THE WEST LINE OF THE STAGE 2 LEVEE RW AS SHOWN BY SAID RECORD OF SURVEY, A DISTANCE OF 779.92 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL NO. 47 OF JUDGMENT AND FINAL ORDER OF CONDEMNATION BY DOCUMENT RECORDED AUGUST 7, 1963 IN [BOOK 3459, PAGE 298](#) ET SEQ., OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 54° 21' 49" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 47, A DISTANCE OF 153.01 FEET TO THE EASTERLY LINE OF THAT CERTAIN RIGHT OF WAY EASEMENT GRANTED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED SEPTEMBER 27, 1938 IN [BOOK 390, PAGE 475](#) ET SEQ., OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE CONTINUING NORTH 54° 21' 49" WEST, ALONG THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE OF PARCEL NO. 47, A DISTANCE OF 127.53 FEET TO THE WESTERLY LINE OF SAID RIGHT OF WAY EASEMENT GRANTED TO THE COUNTY OF RIVERSIDE; THENCE SOUTH 15° 51' 20" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 828.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY AND ALL WATER RIGHTS IN, TO AND/OR ON THE PROPERTY, AS RESERVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, CALIFORNIA, A PUBLIC BODY, CORPORATE AND POLITIC, IN DEED RECORDED JANUARY 10, 2007 AS [INSTRUMENT NO. 2007-0020307 OF OFFICIAL RECORDS](#).

[APN: 179-340-002](#)

PARCEL 50:

LOT 7 OF TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS AS RESERVED BY THE RIVERSIDE LAND AND IRRIGATING CO., A CORPORATION, IN DEED RECORDED FEBRUARY 20, 1905 IN [BOOK 199, PAGE 1](#) OF DEEDS.

[APN: 179-170-008](#)

PARCEL 51:

PARCEL 1 OF [PARCEL MAP NO. 10879](#), IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 56, PAGES 13](#) OF PARCEL MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 179-230-010](#)

**EXHIBIT A  
(Continued)**

PARCEL 52:

ALL THAT PORTION OF BLOCK 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM TRACT, ON FILE IN [BOOK 6, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, CALIFORNIA, WITH THE EASTERLY LINE OF THE ROAD NOW KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING A CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT, ON FILE IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, CALIFORNIA; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE CONTINUING EASTERLY ALONG THE NORTHERLY LINE OF WILSON ROAD, 220.00 FEET, MORE OR LESS; THENCE NORTH 15° 21' 30" EAST, A DISTANCE OF 123.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST MENTIONED COURSE, A DISTANCE OF 123.00 FEET; THENCE WESTERLY TO A POINT ON THE CENTER LINE OF SAID AFOREMENTIONED RIGHT OF WAY OF PILES TO A POINT 209.00 FEET NORTHERLY OF THE NORTHERLY LINE OF WILSON ROAD; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY OF PILES, A DISTANCE OF 104.5 FEET; THENCE EASTERLY IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 30 FEET FOR A PERPETUAL EASEMENT FOR ROAD PURPOSES.

[APN: 179-270-011](#)

PARCEL 53:

PARCEL 53A:

THAT PORTION OF LOTS 2 AND 3 OF TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 59° 48' WEST, 269.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12° 29' EAST, 154.00 FEET; THENCE NORTH 45° 88' WEST TO A POINT WHICH IS 150.00 FEET MEASURED AT RIGHT ANGLES FROM THE MOST WESTERLY LINE OF LOT 2; THENCE SOUTHERLY AND PARALLEL TO THE WESTERLY LINE OF LOT 2 TO A POINT WHICH IS 191.00 FEET FROM THE CENTER LINE OF 34TH STREET AS MEASURED ALONG SAID PARALLEL LINE; THENCE AT A RIGHT ANGLE EASTERLY, 75.00 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 171.00 FEET; THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH THE CENTER LINE OF 34TH STREET, 76.00 FEET, MORE OR LESS, TO THE WESTERLY LINE OF LOT 2 OF INDIAN HILLS AS SHOWN BY MAP ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 14° 51' EAST, 337.70 FEET; THENCE NORTH 65° 50' EAST, 213.00 FEET; THENCE NORTH 76° 35' EAST, 100.00 FEET; THENCE NORTH 37° 14' EAST, 126.10 FEET TO THE POINT OF BEGINNING.

[APN: 179-270-017](#)

PARCEL 53B:

**EXHIBIT A  
(Continued)**

THAT PORTION OF LOT 2 OF TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF 34TH STREET, 225.00 FEET; THENCE NORTHERLY AT A RIGHT ANGLE 120.00 FEET; THENCE AT A RIGHT ANGLE AND PARALLEL WITH THE NORTHERLY LINE OF 34TH STREET, 76.00 FEET TO THE MOST EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 51' WEST, 125.00 FEET MORE OR LESS, TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF 34TH STREET; THENCE 59° 58' WEST, ALONG THE EASTERLY PROLONGATION OF 34TH STREET, 113.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 53C:

THAT PORTION OF LOTS 2 AND 3 OF RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2, SAID POINT OF BEGINNING BEING LOCATED ON THE NORTHERLY LINE OF THE COUNTY ROAD AS SHOWN ON SAID MAP; THENCE SOUTH 59° 58' EAST, ON THE NORTHERLY LINE OF SAID COUNTY ROAD 150.00 FEET; THENCE NORTH 29° 59' EAST, TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 1.81 ACRE [TRACT OF LAND](#) CONVEYED TO MILLIE J. VOORHEES, BY DEED RECORDED MAY 23, 1913 IN [BOOK 375, PAGE 379](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 45° 8' WEST, ON THE NORTHEASTERLY LINE OF SAID 1.81 ACRE TRACT TO THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTH 29° 59' WEST, ON THE NORTHWESTERLY LINE OF SAID PARCEL 247.40 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID TURBINE TRACT; THENCE SOUTH 29° 59' WEST, ON THE NORTHWESTERLY LINE OF SAID LOT 2, 812.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2, SAID POINT OF BEGINNING BEING LOCATED ON THE NORTHERLY LINE OF COUNTY ROAD; THENCE SOUTH 59° 58' EAST, ON THE NORTHERLY LINE OF SAID COUNTY ROAD, 150.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 29° 59' EAST, 170.00 FEET; THENCE NORTH 59° 58' WEST AND PARALLEL WITH THE NORTHERLY LINE OF SAID COUNTY ROAD, 69.00 FEET; THENCE SOUTH 29° 59' WEST 170.00 FEET TO THE NORTHERLY LINE OF SAID COUNTY ROAD; THENCE SOUTH 59° 58' EAST ON THE NORTHERLY LINE OF SAID COUNTY ROAD, 69.00 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 179-270-018](#)

PARCEL 54:

THAT PORTION OF LOT 2 AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER TO SAID LOT 2 AND LOT A OF SAID AMENDED MAP OF INDIAN HILL TRACT, SAID CORNER BEING THE MOST SOUTHERLY CORNER OF SAID LOT A, SAID POINT ALSO BEING ON THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SECOND STREET AS SHOWN ON SAID MAP; THENCE NORTH 52° 41' WEST ALONG SAID SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SECOND STREET, A DISTANCE OF 37.58 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF TURBINE STREET AS SHOWN ON SAID MAP; THENCE

**EXHIBIT A**  
**(Continued)**

SOUTH 14° 33' 30" WEST ALONG SAID EASTERLY LINE OF TURBINE STREET, A DISTANCE OF 428.63 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 08° 11' 30" EAST ALONG SAID EASTERLY LINE OF TURBINE STREET, A DISTANCE OF 324.08 FEET TO A POINT THEREON, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOHN AND MERCEDES GUERRERO BY DEED RECORDED IN [BOOK 1009, PAGE 563](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THEODORA DE ALCARAZ BY DEED RECORDED IN [BOOK 722, PAGE 178](#) OF DEEDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 52° 41' EAST ALONG THE NORTHEASTERLY LINE OF THE PARCEL SO CONVEYED TO ALCARAZ, A DISTANCE OF 148.45 FEET TO A POINT THEREON FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 52° 41' EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 135.00 FEET TO THE MOST EASTERLY CORNER OF THE PARCEL CONVEYED TO ALCARAZ AS AFORESAID, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF THE PARCEL CONVEYED TO GUERRERO AS AFORESAID; THENCE SOUTH 32° 02' 45" WEST ALONG THE SOUTHEASTERLY LINE OF THE PARCEL SO CONVEYED TO ALCARAZ, A DISTANCE OF 582.39 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 19° 18' 35" EAST, A DISTANCE OF 609.79 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-024](#)

PARCEL 55:

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 1, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 2, 1266.8 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 59° 16' 150.00 FEET; THENCE SOUTHWESTERLY AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 2, 130.00 FEET; THENCE NORTH 59° 16' WEST, 150.00 FEET; THENCE NORTH 38° EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

EXCEPT THE NORTHEASTERLY 10.00 FEET THEREOF FOR ROAD PURPOSES, AND:

ALSO EXCEPT THAT PORTION THEREOF INCLUDED IN BLOOMINGTON BOULEVARD, AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE, RECORDED DECEMBER 31, 1946 AS [INSTRUMENT NO. 4018 OF OFFICIAL RECORDS](#).

ALSO EXCEPT THE NORTHWESTERLY 4.00 FEET THEREOF AS DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE, RECORDED MARCH 19, 1964 AS [INSTRUMENT NO. 34400, OF OFFICIAL RECORDS](#).

[APN: 179-130-003](#)

PARCEL 56:

PARCEL 1 OF [PARCEL MAP 6868](#), IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN [BOOK 24, PAGES 53](#) AND 54 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 179-130-006](#)

PARCEL 57:

**EXHIBIT A**  
**(Continued)**

PARCEL 2 OF [PARCEL MAP 6868](#), IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 24, PAGES 53](#) AND 54, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 179-130-007](#)

PARCEL 58:

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND OF LOT 2 BLOCK 11, OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2 OF ARTHUR PARKS TRACT. SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 2, BLOCK 11 OF WEST RIVERSIDE; THENCE SOUTH 58° 12' 26" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 OF ARTHUR PARKS TRACT, A DISTANCE OF 40.31 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, 80.00 FEET WIDE; THENCE SOUTH 38° 35' 10" WEST, ALONG SAID SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, A DISTANCE OF 45.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY FROM AN INITIAL TANGENT BEARING NORTH 38° 55' 10" EAST, AND HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 44° 06' 44" A DISTANCE OF 76.99 FEET SAID POINT BEING ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1959 IN [BOOK 2515, PAGE 31](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON STATE HIGHWAY RIGHT OF WAY MAP OF ROUTE 19, SECTION A, SHEET 9 OF 26, AS BEING THE SOUTHERLY LINE OF CONNECTING ROAD; THENCE ALONG SAID SOUTHERLY LINE OF CONNECTING ROAD, NORTH 83° 01' 54" EAST, 140.00 FEET; THENCE SOUTH 38° 55' 10' WEST PARALLEL TO THE SOUTHEASTERLY LINE OF SAID BLOOMINGTON BOULEVARD, A DISTANCE OF 180.52 FEET; THENCE SOUTH 83° 01' 54" WEST, PARALLEL TO THE SOUTHERLY LINE OF SAID LINE OF SAID CONNECTING ROAD, A DISTANCE OF 180.52 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOOMINGTON BOULEVARD THAT BEARS SOUTH 38° 55' 10" WEST, ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 140.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 38° 55' 10" EAST, 140.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1963 AS [INSTRUMENT NO. 38906 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2 OF ARTHUR PARKS TRACT, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 2, BLOCK 11 OF WEST RIVERSIDE; THENCE SOUTH 58° 12' 26" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 OF ARTHUR TRACT, A DISTANCE OF 40.31 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, 80.00 FEET WIDE; THENCE SOUTH 38° 35' 10" WEST, ALONG SAID SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, A DISTANCE OF 45.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY FROM AN INITIAL TANGENT BEARING NORTH 38° 55' 10" EAST, AND HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 44° 06' 44" A DISTANCE OF 76.99 FEET SAID POINT BEING ON A SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1959 IN [BOOK 2515, PAGE 31](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON STATE HIGHWAY RIGHT OF WAY MAP OF ROUTE 19, SECTION A, SHEET 9 OF 26 AS BEING THE SOUTHERLY LINE OF CONNECTING ROAD; THENCE ALONG SAID SOUTHERLY LINE NORTH 83° 01' 54" EAST 140.00 FEET; THENCE SOUTH 38° 55' 10" WEST, PARALLEL TO SAID SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, A DISTANCE OF 17.24 FEET TO A POINT IN A LINE PARALLEL WITH AND

**EXHIBIT A  
(Continued)**

DISTANT 1100 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF CONNECTION ROAD; THENCE SOUTH 83° 01' 54" WEST, ALONG SAID PARALLEL LINE A DISTANCE OF 137.79 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 44° 06' 44" A DISTANCE OF 53.89 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 10.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF SAID BLOOMINGTON BOULEVARD; THENCE SOUTH 38° 55' 10" WEST ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF 134.92 FEET; THENCE SOUTH 83° 01' 54" WEST, 14.37 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOOMINGTON BOULEVARD; THENCE NORTH 38° 55' 10" EAST, 140.00 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 179-130-008](#)

PARCEL 59:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, IN THE CITY OF JURUPA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, 334 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF WALLACE STREET WITH THE NORTHEASTERLY LINE OF THAT CERTAIN 7.5 ACRE PART OF LOT 3 OF TURBINE TRACT, WHICH WAS DEEDED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY TO D.C. MILAN, APRIL 4, 1906, BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, RIVERSIDE COUNTY RECORDS, SAID 7.5 ACRES BEING SHOWN ON SAID AMENDED MAP OF THE INDIAN HILL TRACT; THENCE SOUTHEASTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRES, 50.00 FEET; THENCE SOUTHEASTERLY, PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET 132.00 FEET; THENCE NORTHWESTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRES, 50.00 FEET TO A POINT IN SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE NORTHEASTERLY ON SAID SOUTHEASTERLY LINE OF WALLACE STREET, 132.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN EASEMENT FOR INGRESS AND EGRESS, 20.00 FEET WIDE, ALONG THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY.

[APN: 178-310-033](#)

PARCEL 60:

THAT PORTION OF LOT 6 OF TURBINE TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT, WHICH BEARS NORTH 57° 36' EAST, 98.93 FEET FROM THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 38° 15' WEST, 320.12 FEET; THENCE NORTH 54° 03' EAST 118.35 FEET; THENCE SOUTH 34° 42' EAST, 326.16 FEET, TO A POINT ON THE SOUTH EASTERLY LINE OF SAID LOT; THENCE SOUTH 57° 36' WEST, ALONG SAID SOUTHEASTERLY LINE, 98.93 FEET, TO THE POINT OF BEGINNING.

[APN: 178-310-014](#)

PARCEL 61:

**EXHIBIT A  
(Continued)**

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TURBINE STREET 466 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID SOUTHERLY LINE OF TURBINE STREET WITH THE NORTHERLY LINE OF THAT CERTAIN 7.5 ACRE PART OF LOT 3 OF THE TURBINE TRACT, DEEDED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY TO D. C. MILAN, APRIL 4, 1906 IN [BOOK 221, PAGE 359](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID 7.5 ACRES BEING SHOWN ON SAID AMENDED MAP OF THE INDIAN HILL TRACT; THENCE ON A LINE PARALLEL WITH SAID NORTHERLY LINE OF SAID 7.5 ACRES, SOUTH 53° 41' EAST, 120.0 FEET TO A POINT; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH SAID SOUTHERLY LINE OF TURBINE STREET, 71.0 FEET TO A POINT; THENCE NORTH 43° 53' WEST, 115.0 FEET TO A POINT IN SAID SOUTHERLY LINE OF TURBINE STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF TURBINE STREET, 50.00 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-039](#)

PARCEL 62:

A PORTION OF LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF RECORD IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TURBINE -STREET 466 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID SOUTHERLY LINE OF TURBINE STREET WITH THE NORTHERLY LINE OF THAT CERTAIN 7.5 ACRE PART OF LOT 3 OF THE TURBINE TRACT, DEEDED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY TO D.C. MILAN, APRIL 4, 1906, PER DEED RECORDED IN [BOOK 221, PAGE 359](#), RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID 7.5 ACRES BEING SHOWN ON SAID AMENDED MAP OF THE INDIAN HILL TRACT; THENCE S 57 DEGREES 36 MINUTES WEST ALONG SAID SOUTHERLY LINE OF TURBINE STREET 50.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 57 DEGREES 36 MINUTES WEST ALONG SAID SOUTHERLY LINE OF TURBINE STREET 82.0 FEET; THENCE SOUTH 53 DEGREES 41 MINUTES EAST ON A LINE PARALLEL WITH SAID NORTHERLY LINE OF SAID 7.5 ACRES, A DISTANCE OF 109.0 FEET; THENCE NORTH 57 DEGREES 36 MINUTES EAST PARALLEL TO SAID SOUTHERLY LINE OF TURBINE STREET, A DISTANCE OF 63.0 FEET; THENCE NORTH 43 DEGREES 53 MINUTES EAST, A DISTANCE OF 105.0 FEET TO THE TRUE POINT OF BEGINNING AS SHOWN BY PLAT HERETO ATTACHED AND MADE A PART HEREOF.

EXCEPTING THEREFROM A TEN FOOT (10 FT. WIDE EASEMENT FOR INGRESS AND EGRESS ALONG THE NORTHERLY LINE AS SHOWN BY PLAT HERETO ATTACHED AND MADE A PART HEREOF.

[APN: 178-310-040](#)

PARCEL 63:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE TN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, 334 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF WALLACE STREET

**EXHIBIT A  
(Continued)**

WITH THE NORTHEASTERLY LINE OF THAT CERTAIN 7.5 ACRE PART OF LOT 3 OF TURBINE TRACT, WHICH WAS DEEDED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY TO D.C. MILAN, APRIL 4, 1906 BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, RIVERSIDE COUNTY RECORDS, SAID 7.5 ACRES BEING SHOWN ON SAID AMENDED MAP OF THE INDIAN HILL TRACT; THENCE SOUTHEASTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRES, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE 80.00 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET, 132.00 FEET; THENCE NORTHWESTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRES, 80.00 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET 132.00 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-034](#)

PARCEL 64:

ALL THAT PORTION OF LOT 2, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF TURBINE STREET, 202 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF TURBINE STREET WITH THE NORTHEASTERLY LINE OF THAT CERTAIN 7.5 ACRE PARCEL IN LOT 3 OF TURBINE TRACT, WHICH WAS CONVEYED BY RIVERSIDE LAND AND IRRIGATING COMPANY TO D.C. MILAN, APRIL 4, 1906, BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID 7.5 ACRE PARCEL BEING SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE ON A LINE PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53°41' EAST, 310.34 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF TURBINE STREET, 70 FEET; THENCE ON A LINE PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, NORTH 53°41' WEST, 310.34 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF TURBINE STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF TURBINE STREET, 70 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-018](#)

PARCEL 65:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF INDIAN HILL TRACT, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 04998, AS SHOWN ON A DOCUMENT RECORDED MARCH 9 2006 AS [INSTRUMENT NO. 2007-163401 OF OFFICIAL RECORDS](#) OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A, BEING A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40.00 FEET WIDE ON SAID AMENDED MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, AS SHOWN ON SAID AMENDED MAP; THENCE NORTH 57°29'43" EAST 72.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET TO THE NORTHERLY CORNER OF PARCEL B OF SAID LOT LINE ADJUSTMENT NO. 04998, SAID NORTHERLY CORNER BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET, NORTH 57°29'43"

**EXHIBIT A  
(Continued)**

EAST 60.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 53°44'50" EAST 310.34 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL B OF LOT LINE ADJUSTMENT NO. 04998; THENCE SOUTH 57°29'43" WEST 60.00 FEET ALONG SAID NORTHEASTERLY PROLONGATION TO THE EASTERLY CORNER OF SAID PARCEL B OF LOT LINE ADJUSTMENT NO. 04998; THENCE NORTH 53°44'50" WEST 310.34 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL B OF LOT LINE ADJUSTMENT NO. 04998 TO THE TRUE POINT OF BEGINNING.

APN: 178-310-017

PARCEL 66:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF INDIAN HILL TRACT, TN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 10, PAGE 3 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40 FEET WIDE, ON SAID MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN BOOK 221, PAGE 359 OF DEEDS, AS SHOWN ON SAID MAP; THENCE NORTH 57°29'43" EAST 72.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53°44'50" EAST 310.34 FEET; THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET, SOUTH 57°29'43" WEST 72.00 FEET TO THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL; THENCE NORTH 53°44'50" WEST 310.34 FEET ALONG SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING.

SAID LAND ALSO SHOWN AND DESCRIBED AS PARCEL B, IN A LOT LINE ADJUSTMENT RECORDED MARCH 9, 2007 AS INSTRUMENT NO. 2007-163401 OFFICIAL RECORDS

APN: 178-310-043

PARCEL 67:

THAT PORTION OF LOT 1 OF THE TURBINE TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 116 OF MAPS, RECORDS OF SAID COUNTY, AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6296, RECORDED MARCH 6, 2006 AS INSTRUMENT NO. 2006-0158778 OF OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 3 OF SAID TURBINE TRACT, TOGETHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40 FEET WIDE, ON SAID AMENDED MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN BOOK 221, PAGE 359 OF DEEDS, AS SHOWN ON SAID AMENDED MAP; THENCE NORTH 57° 29' 43" EAST 72.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53° 44' 50" EAST 310.34 FEET; THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET, SOUTH 57° 29' 43" WEST 266.35 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 563.00 FEET; THENCE SOUTHWESTERLY 5.08 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 31' 02" TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY 325.91 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33° 10' 01" TO A NON-TANGENT LINE; THENCE NORTH 50° 14' 59" WEST 204.79 FEET ALONG SAID NON-TANGENT LINE TO SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE NORTH 57° 32' 10" EAST 257.15 FEET ALONG SAID SOUTHEASTERLY

**EXHIBIT A**  
**(Continued)**

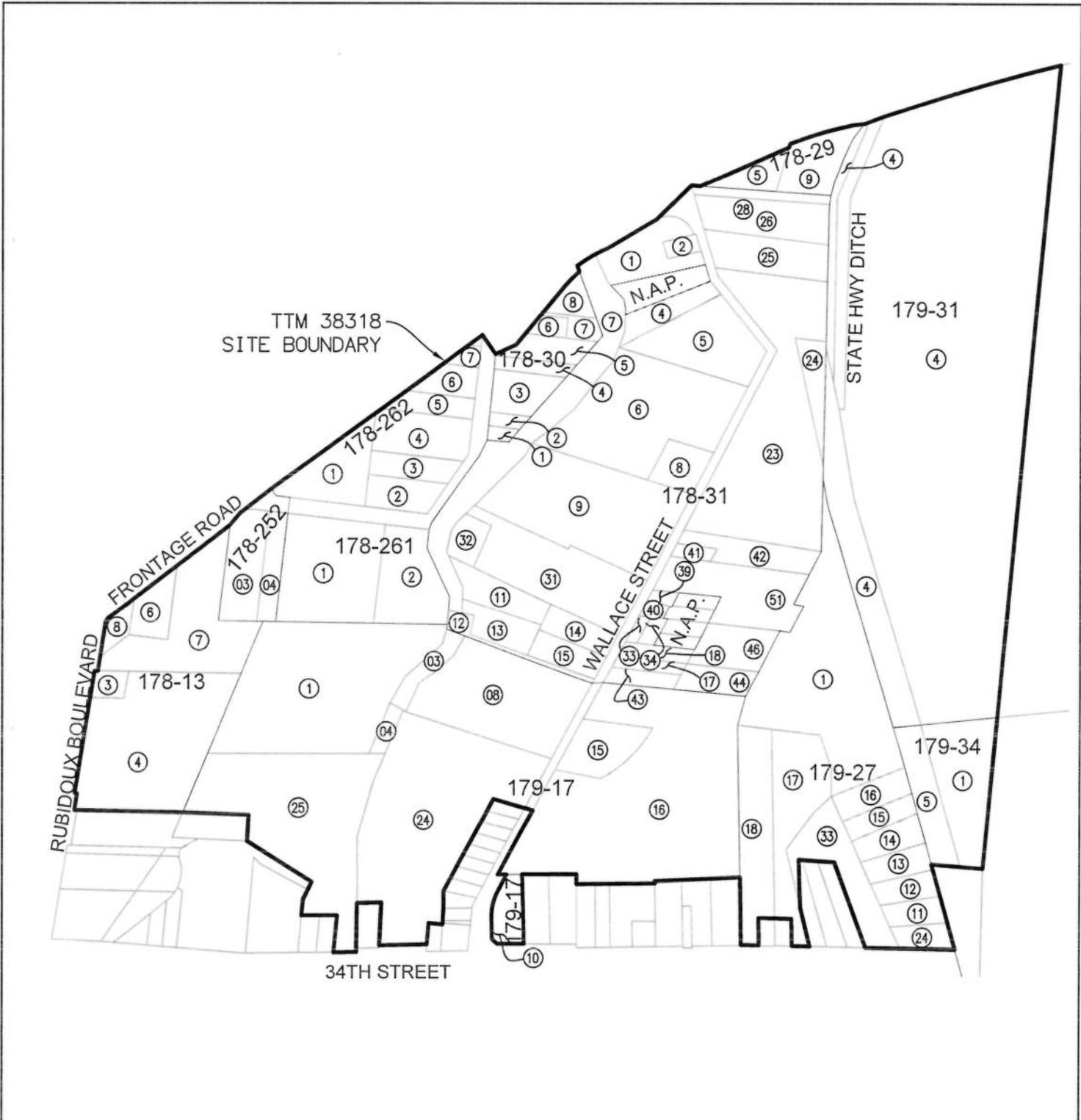
LINE; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 53° 44' 18" EAST 310.44 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AND DESCRIBED AS "PARCEL D" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT ADJUSTMENT NO. 4998, A CERTIFIED COPY OF WHICH WAS RECORDED ON MARCH 9, 2007 AS [INSTRUMENT NO. 2007-163401 OF OFFICIAL RECORDS](#).

[APN: 179-170-015](#)

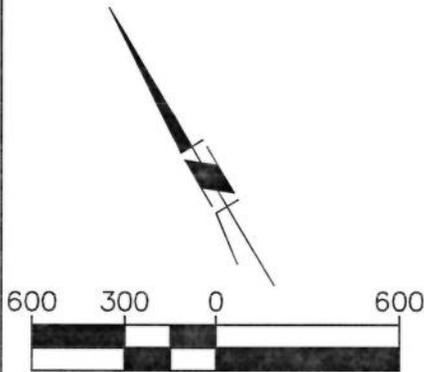
**EXHIBIT B**

**SITE MAP**



TTM 38318  
SITE BOUNDARY

Site Boundary-Existing Parcels Exhibit  
TTM 38318-The District



**PROACTIVE**  
ENGINEERING CONSULTANTS  
200 South Main Street, Suite 300  
Corona, CA 92882 (951) 280-3300

September 2023

## EXHIBIT C

### TEMPLATE AGREEMENT FOR ACQUISITION OF PROPERTY GOVERNMENT CODE SECTION 66462.5

#### AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 66462.5 (\_\_\_\_\_ PROJECT)

**This Agreement** for acquisition of real property pursuant to Government Code section 66462.5 is made and entered into as of \_\_\_\_\_, 20\_\_, by and between EM Owner, LLC, a California limited liability company (“OWNER” hereinafter) and the CITY OF JURUPA VALLEY, a municipal corporation (“CITY” hereinafter). OWNER and CITY are referred to jointly below as “parties.” In consideration of the recitals of facts and purposes, the mutual covenants set forth in this Agreement and for the further consideration described in this Agreement, receipt of which is hereby acknowledged, the parties agree as follows:

**1. Recitals.** The parties hereto acknowledge and agree that this Agreement is made with respect to the following facts and purposes that each agrees to be true and correct.

A. On September 21, 2023, the City Council adopted Ordinance No. 2023-14 approving a Development Agreement between OWNER and CITY for the OWNER’s Project within the City (“Development Agreement”). The Development Agreement was recorded in the Official Records of Riverside County on \_\_\_\_\_, 2023 as Document No. \_\_\_\_\_. All capitalized terms in this Agreement shall have the same definitions as described in the Development Agreement, including, without limitation, Property, Project, and Project Approvals.

B. To facilitate the orderly development of the Project through the Project Approvals on the Property the OWNER will be required to construct certain Public Improvements. Satisfaction of such conditions of the Development Approvals, however, involves real property that is neither owned by OWNER or CITY (the “Off-Site Property” hereinafter). A legal description and map depiction of the Off-Site Property required to satisfy the condition of approval is attached hereto as Exhibit 1, and incorporated herein by this reference as though set forth in full.

C. Pursuant to California Government Code section 66462.5 and Section 4.9 of the Development Agreement, when a condition of a subdivision map approval or a development agreement requires the installation or construction of improvements on Off-Site Property not owned or controlled by the OWNER, and title cannot be obtained by negotiated purchase, a city is required to commence proceedings to acquire Off-Site Property by eminent domain or such off-site improvement conditions will be waived. Pursuant to said section 66462.5, a city and an OWNER may enter into an agreement to allocate the costs and responsibilities for acquisition of such Off-Site Property.

D. OWNER has recorded or intends to record Tract Map No. \_\_\_\_\_ and, under a separate subdivision improvement agreement, has agreed (and posted security) to undertake and

complete all required public improvements set forth in \_\_\_\_\_, including \_\_\_\_\_ said Off-Site Property, following recordation of Tract Map No. \_\_\_\_\_.

E. CITY has been provided credible evidence that OWNER has made a good faith effort to acquire the Off-Site Property but has been unable to do so by negotiated purchase;

F. California Government Code Section 40404 and California Code of Civil Procedure Sections 1230.010 et seq. authorizes CITY to acquire by eminent domain any and all property necessary for \_\_\_\_\_ purposes;

G. The CITY must comply with Relocation Assistance Act, Government Code Sections 7260 et seq., and the Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and their implementing regulations, in acquiring property for public improvements (“Public Land Acquisition Statutes”).

H. To facilitate the satisfaction of the condition of approval, CITY and OWNER now mutually desire to enter into this Agreement under Government Code Section 66462.5 concerning acquisition of the Off-Site Property and to allocate responsibility between the respective parties; and

I. This Agreement is solely made in furtherance of the authority granted under Government Code Section 66462.5 and Section 4.9 of the Development Agreement. The parties recognize that CITY cannot exercise its power of eminent domain until all legally required preconditions under the Land Acquisition Statutes, including a Resolution of Necessity have been lawfully adopted by the City Council of the CITY pursuant to law. This Agreement is neither a commitment nor an announcement of an intent by CITY to acquire any or all of the Off-Site Property that may be identified in this Agreement. In the event CITY elects to commence an action after the required public hearing on the Resolution of Necessity, then CITY shall cause the eminent domain action for the acquisition of the specified interest or interests (whether fee, leasehold or otherwise) in and to the Off-Site Property to be filed and expeditiously processed to completion by and through the use of CITY’s power of eminent domain.

**2. CITY Acquisition of Off-Site Property.** Subject to OWNER’s timely and continuous performance of all elements of this Agreement and the Development Agreement, CITY shall cause an action pursuant to the Land Acquisition Statutes to be pursued to completion for the acquisition of the Off-Site Property using legal counsel and consultants of CITY’s reasonable selection. OWNER agrees CITY’s selected legal counsel is not representing OWNER in any capacity and further that OWNER is not a third party beneficiary under the engagement agreement between CITY and CITY’s selected legal counsel.

**3. OWNER Responsible for All Costs of Acquisition.** OWNER shall solely responsible for all Off-Site Property acquisition costs, which shall include, but not be limited to, the costs of title reports and/or litigation guarantees, litigation expenses, court costs, attorneys’ fees, deposits necessary to take immediate possession of any such interest, deposits reflecting verdicts as to the value of any such interest necessary to obtain any final order or orders of condemnation, any sum paid as and for a settlement of any suit filed by CITY pursuant to this

Agreement, payments for land and improvements on the land, severance damages, fixtures and equipment payments, payments for loss of business goodwill, relocation benefits, precondemnation damages, relocation expenses, abandonment damages, Off-Site Property Owners' statutory costs and litigation expenses authorized by the Eminent Domain Law, codified as Code of Civil Procedure Section 1230.010, et seq. (Eminent Domain Law), Public Land Acquisition Statutes and any and all fees, costs and expenses arising from or related to any of the foregoing items, actions, and proceedings. No settlement of an action brought by CITY to acquire Off-Site Property or arising from CITY's action(s) shall be effective without OWNER first providing its written approval thereof to CITY, which approval shall not be unreasonably withheld.

**4. Limitations on City's Ability to Acquire Off-Site Property; Time Waiver.** The parties hereto recognize that if the City Council, in its discretion, adopts a Resolution of Necessity and authorizes the filing of an eminent domain proceeding, the City may not be able to obtain the fee title to the Property within the time set forth in Government Code section 66462.5 and in recognition of this potential circumstance the parties hereby waive the time requirements for action by the City set forth in Government Code Section 66462.5.

**5. Deposit of Costs.** Concurrently with the execution of this Agreement by CITY, OWNER shall deliver to CITY the sum of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00). CITY agrees to deposit said sum in a separate CITY account ("Acquisition Fund") and to use the principal sum, and any interest earned thereon, in furtherance of satisfying the costs specified in this Agreement, other than the unsatisfied costs identified in this paragraph.

A. CITY shall, on a monthly basis, or as often as CITY deems necessary, provide OWNER with an accounting of disbursements from the Acquisition Fund established pursuant to paragraph 5, above. In the event disbursements reduce the balance of the fund to Five Thousand Dollars (\$5,000.00) or less, OWNER, within five (5) business days following a written request of CITY, shall deliver to CITY such additional monies as are necessary to maintain the balance in the Acquisition Fund at \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00).

B. In addition to its deposits to the Acquisition Fund, OWNER agrees to deliver to CITY, promptly upon demand by CITY, the entire amount CITY determines is required by the Eminent Domain Law ("Deposit Amount"), which amount CITY will deposit under Code of Civil Procedure sections 1255.010, et seq. if CITY and OWNER agree that CITY should seek prejudgment possession of the Off-Site Property. If the City's expert valuation witness determines at the date of exchange of valuation data under Code of Civil Procedure section 1258.220 that the fair market value of the Off-Site Property is higher than the Deposit Amount, OWNER shall deliver this additional amount to CITY upon five (5) business days written notice by CITY or as ordered by any court of competent jurisdiction. CITY shall promptly deposit this additional amount with the Court.

C. If for any reason OWNER fails to maintain the Acquisition Fund balance referenced in subparagraph 5.A., or fails to provide the monies as required by subparagraph 5.B, CITY may utilize and draw down all or any portion of the improvement security deposited pursuant to the separate subdivision improvement agreement to pay any of the costs and expenses referenced herein for acquisition of the Off-Site Property. CITY shall not commence

any activity under or in furtherance of this Agreement until OWNER provides CITY and CITY agrees with and approves a written acknowledgment from both the OWNER and the person, firm, or entity who has provided the referenced security that: (i) the CITY may make demand on the security for the purposes described in this Agreement; (ii) the surety will promptly pay such monies to CITY upon CITY's demand and (iii) the amount of the security deposit is adequate to fund both the anticipated physical improvements under the map and the anticipated costs of acquisition pursuant to this Agreement.

D. When any eminent domain action which was commenced pursuant to this Agreement is concluded, CITY shall remit to OWNER the balance of the Acquisition Fund within sixty (60) days after full payment of just compensation, costs and all applicable litigation expenses have been made to Off-Site Property Owners. Additionally, CITY shall expeditiously withdraw any funds remaining on deposit with the Court and disburse the same to OWNER once a final order of condemnation or a dismissal of the eminent domain action is entered by the Court.

**6. OWNER Acquisition of Property.** If OWNER should independently acquire all or any portion of the Off-Site Property by negotiated purchase after an eminent domain action is filed by the CITY, OWNER shall immediately notify CITY of the acquisition. After OWNER obtains fee title to the subject interest CITY shall move to abandon all or any unnecessary part of the action relating to the property acquired by negotiation. If a complete or partial abandonment is filed, OWNER shall bear any and all costs, expenses and/or damages related thereto, including, but not limited to, any condemnee's recoverable costs and/or recoverable attorneys' fees pursuant to Code of Civil Procedure Section 1268.610, et seq.

## **7. General**

A. Notices. Any and all notices, requests or other communications required or permitted to be given under this Agreement or by reason of this Agreement shall be in writing and shall be deemed to have been given when: (i) delivered in person or by courier or overnight delivery service; or (ii) five (5) business days after mailing, by certified or registered mail, return receipt requested, to the parties at the following addresses or any such other address or addresses as the parties may, from time to time, designate in writing in the manner herein specified:

CITY: CITY OF JURUPA VALLEY  
8750 Limonite Avenue  
Jurupa Valley, CA 92589  
Attention: City Manager

With a copy to:

RICHARDS, WATSON & GERSHON  
350 South Grand Avenue, 37th Floor  
Los Angeles, California 90071-3101  
Attention: Mr. Peter M. Thorson, City Attorney

To OWNER: EM Ranch Owner, LLC  
484 S. San Vicente  
Los Angeles, California 90048  
Attn: Matthew Dugally

With a copy to: Fennemore Law  
550 E. Hospitality Lane, Suite 350  
San Bernardino, California 92408  
Attn: Brent McManigal

B. Further Cooperation. Each party to this Agreement agrees to cooperate by performing any further acts and by executing and delivering any and all additional monies, items, or documents which may be reasonably necessary to carry out the terms and provisions of this Agreement, and each party to this Agreement agrees that it will not act in any manner whatsoever which would hinder, impede, interfere or prohibit or make more onerous or difficult the performance of the other party hereto under this Agreement.

C. Amendment. No amendment to this Agreement shall be effective unless first provided in writing and executed by the parties hereto.

D. No Agency or Joint Venture. The terms and provisions of this Agreement shall not cause the parties hereto or any of each parties' agents, consultants, contractors or other providers of professional services to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either party to this Agreement to any obligation, loss, charge or expense of the other party to this Agreement.

E. Time of Essence. Time is expressly made of the essence of each and every provision of this Agreement.

F. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assignees.

G. Remedies. No remedy or election hereunder shall be deemed to be exclusive but shall, wherever possible, be cumulative with all other remedies at or in equity.

H. Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action arising directly or indirectly under this Agreement shall be in the Superior Court of Riverside County, California.

**IN WITNESS WHEREOF**, the parties hereof have executed and entered into this Agreement as of the date set forth above.

**CITY OF JURUPA VALLEY,  
a municipal corporation**

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Rod B. Butler  
City Manager

Attest:

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Victoria Wasko, CMC  
City Clerk

Approved As to Form:

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Peter M. Thorson  
City Attorney

**OWNER**

---

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Name:

Title:

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Name:

Title:

**OWNER'S SIGNATURES**

[NOTE: If the OWNER is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the OWNER is a limited liability company, limited liability partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

**EXHIBIT 1 TO OFF-SITE ACQUISITION AGREEMENT**  
**LEGAL DESCRIPTION AND MAP DEPICTION OF THE OFF-SITE PROPERTY**

**EXHIBIT D**

**TEMPLATE TRANSIENT OCCUPANCY TAX SHARING AGREEMENT**

**TRANSIENT OCCUPANCY TAX SHARING AGREEMENTS BETWEEN  
THE CITY OF JURUPA VALLEY AND \_\_\_\_\_**

**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_ by and between the City of Jurupa Valley (“City”) and \_\_\_\_\_, a \_\_\_\_\_ (“Developer”). In consideration of the mutual covenants set forth in this Agreement, the parties hereto agree as follows:

**1. RECITALS.** This Agreement is made with respect to the follow facts and for the following purposes, which each of the parties acknowledge and agree to be true and correct:

A. Developer proposes to build a hotel on property generally located at and described as Lot \_\_\_\_ of Map No. \_\_\_\_ in the Official Records of the County of Riverside (“Hotel Property”).

B. Developer’s proposed hotel will be an upper \_\_\_\_\_ hotel with \_\_\_\_\_ rooms, a minimum room rental rate of \$ \_\_\_\_\_ per night and the following amenities: \_\_\_\_\_ (“Hotel”).

C. On September 21, 2023 the City of Jurupa Valley and EM Ranch Owner LLC entered into that certain “Development Agreement by and Between the City of Jurupa Valley and EM Ranch Owner LLC” recorded as Document No. \_\_\_\_\_ in the Official Records of Riverside County (“Development Agreement”).

D. The Development Agreement pertains to the development of a mixed use project consisting of residential, commercial, hotel and industrial on the property described in the Development Agreement (“Project”).

E. Section 7.3 of the Development Agreement provides for Transient Occupancy Tax Sharing Agreements for hotels being developed as part of the Project.

F. The purpose of this Agreement and the intent of the parties is to implement the provisions of Section 7.3 of the Development Agreement.

**2. SUBSTANTIAL ECONOMIC BENEFITS TO THE CITY FROM THIS TRANSIENT OCCUPANCY TAX SHARING AGREEMENT.** The City further finds, determines and declares that a transient occupancy tax sharing agreement to provide economic assistance for qualifying hotels as described in this Agreement will promote the public health, safety, and welfare of the people in the City and will be of substantial economic benefit to the City based on the following:

A. The development of the Hotel will generate new short term and long term quality employment opportunities within the City. The Hotel will employ approximately 200 persons in the construction of the Hotel. The Hotel will generate direct long term employment for approximately 49 people within the within five (5) years from the issuance of a building permit for the Hotel.

B. The development of the Hotel will expand and enhance the City's tax base through increased property values and consumer purchasing. The development of the Hotel will generate new property tax, transient occupancy tax, and sales tax revenues in the annual amount of approximately \$1,000,000.00 within five (5) years from the issuance of a building permit for the hotel that will assist the City in funding public services for the residents and businesses within the City.

C. Development of the Hotel preserves and enhances the job/housing balance described in the City's General Plan and various regional plans

D. The development of the Hotel will develop new and expanded commercial and business opportunities within the City. The Hotel will serve as a catalyst for other commercial and business projects within the City as the Hotel will provide a necessary business infrastructure to support commercial and business operations. Developers are generally reluctant to invest in a community until they see that another project has been successful and so a successful commercial project will develop confidence among retail and business developers that the City is a viable community for successful development.

E. There is a substantial unmet demand for hotel rooms in the area surrounding the Hotel and the Hotel Property itself is a prime location for needed hotels.

F. The development of the Hotel will promote the stability and diversification of the City's economy.

**3. DEFINITIONS.** As used in this this Agreement:

A. "Transient Occupancy Tax" shall mean the transient occupancy tax imposed by Chapter 3.35 of the Jurupa Valley Municipal Code as it currently exists or may hereafter be modified. The local transient occupancy tax shall not include: (i) Penalty assessments; (ii) any transient occupancy tax levied by, collected for or allocated to the State of California, the County of Riverside, or a district or any entity (including an allocation to a statewide or countywide pool) other than City; (iii) any administrative fee charged by the City for collection of the transient occupancy tax; (iv) any transient occupancy tax (or other funds measured by transient occupancy tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or

payment from the City's general fund; or (v) any transient occupancy tax reasonably determined by the City Manager to have been paid in error and determined to be subject to correction, adjustment or offset pursuant to an amended return or otherwise where the effect of the error, adjustment or amendment is to change the amount of sales tax attributable to taxable sales and allocated to the City.

B. "Qualified Hotels" shall mean hotels meeting the following qualifications that shall be eligible to receive Transient Occupancy Tax Sharing Funds pursuant to Section 7.3 of the Development Agreement:

- 1) Minimum of one hundred sixty (160) rooms;
- 2) Minimum average daily room rate room rental of one hundred ninety dollars (\$190) per night (in 2023 dollars) that shall automatically increase annually on July 1 by the percentage change in the Consumer Price Index (All Urban Consumers; Riverside-San Bernardino-Ontario); and
- 3) STR class of upper upscale, upscale, or upper midscale hotel (including, but not limited to, hotels such as Holiday Inn Express, Embassy Suites, Springhill Suites, Country Inn & Suites, Hyatt Place, Hampton Inn, Ayres Hotel, Fairfield Inn & Suites, and similar hotel brands).

#### **4. TRANSIENT OCCUPANCY TAX SHARING.**

A. City shall provide up to a maximum of five hundred ninety nine thousand five hundred ninety nine dollars (\$599,000.00) in Transient Occupancy Tax Sharing Funds for the Hotel pursuant to this Agreement.

B. Hotel shall receive a payment from the City in an amount equal to the Transient Occupancy Taxes actually received by the City within the previous calendar quarter from the Hotel. The payment shall be made within sixty (60) days the end of each calendar quarter on July 1, October 1, January 1 and April 1 of each year until the maximum Transient Occupancy Tax Sharing Funds are exhausted.

C. The Hotel shall not receive Transient Occupancy Tax Sharing payments pursuant to this Section 4 unless the City certifies that the following conditions precedent have been fulfilled:

- 1) The Hotel is in compliance with all applicable federal, state and local laws, ordinances and regulations;
- 2) There are no pending administrative code compliance actions or public nuisance litigation case(s) pending against the business;
- 3) There is no litigation (including administrative actions) pending between the City and the business in which the City and the business are adverse; and

4) All City tax payments, assessments, or obligations to the City and outstanding penalties and interest, including but not limited to, Community Facilities District special taxes, transient occupancy taxes, sales taxes, property taxes, and contributions pursuant to this Agreement and the Project Approvals, and have been fully paid in accordance with the terms under which they were established.

**5. FINDINGS CONCERNING INAPPLICABILITY OF PREVAILING WAGES.**

A. Labor Code Section 1720(c)(3) provides that:

“(c) Notwithstanding subdivision (b), all of the following apply:

(3) (A) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to this chapter.

(B) (i) For purposes of subparagraph (A), a public subsidy is de minimis if it is both less than six hundred thousand dollars (\$600,000) and less than 2 percent of the total project cost.

(ii) Notwithstanding clause (i), for purposes of subparagraph (A), a public subsidy for a project that consists entirely of single-family dwellings is de minimis if it is less than 2 percent of the total project cost.

(iii) This subparagraph shall not apply to a project that was advertised for bid, or a contract that was awarded, before July 1, 2021.”

B. The City finds and determines that the economic development subsidies for the Hotel in Section 4 is both less than six hundred thousand dollars (\$600,000.00) and less than two percent (2%) of the total Project cost

C. Therefore, based on the above findings, the City and Developer have determined that prevailing wages are not required to be paid on the private improvements for the Project in accordance with to Labor Code Section 1720(c)(3).

D. Developer hereby represents to City that it understands and acknowledges the economic development subsidies pursuant to Section 4 of this Agreement and the potential impact on the application of prevailing wages to the Project. Accordingly, Developer on behalf of itself and its successors in interest, hereby expressly and knowingly waives their respective rights under Labor Code Sections 1726 and 1781 to seek recovery against the City of any prevailing wage liabilities they may incur based upon this Agreement. Developer hereby warrants and represents to City that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the prevailing wage issues described herein

and the provisions of the California Civil Code section 1542, which provides as follows: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Developer hereby acknowledges that it may have claims which are presently unknown and unsuspected, and such claims in the future. Nevertheless, Developer hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principal of similar effect.

Developer’s initials: \_\_\_\_\_.

**6. GENERAL.**

A. Notices. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service with return receipt or affidavit of delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, FedEx, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by a written notice provided in accordance with this Section. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, California 92509  
Attention: City Manager

With a copy to: Peter M. Thorson, Esq.  
Richards, Watson & Gershon  
350 S. Grand Ave., 37<sup>th</sup> Floor  
Los Angeles, CA 90071

To: Developer:

With a copy to:

B. Entire Agreement, Modifications. Except for the Development Agreement, this Agreement and the documents referenced herein contain the complete expression of the whole agreement between the parties with respect to the obligations set forth herein, and there are no promises, representations, agreements, warranties or inducements, either expressed verbally or implied, except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written agreement between the parties. No alteration, supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

C. Applicable Law/Venue. This Agreement shall be deemed to have been entered into and shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of California. The venue of any legal action relating to this Agreement shall be in the Superior Court of California or U.S. District Court, as applicable, with jurisdiction over the County of Riverside.

D. Independent Advice of Legal Counsel. Each party acknowledges that it had retained independent legal counsel of its own choice to review this Agreement and that prior to the execution hereof each party has had the opportunity to review the terms of this Agreement with its counsel and is entering into this Agreement after such review.

E. Consent to Use and Release Transient Occupancy Tax Information. Developer, on behalf of itself, any affiliate, and its successors and assigns, and to the extent such consent is required by any applicable legal provision, consents to the City's review, use and public release of Transient Occupancy Tax information relating to the Hotel and as otherwise required by this Agreement to the extent necessary for the City to fulfill its obligations under this Agreement.

F. Validity of Agreement. All parties agree that this Agreement is legal, valid and binding on each party and enforceable in accordance with its terms.

G. Binding on Successors. Except as further provided in this paragraph, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators.

H. Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in that action or proceeding in addition to any other relief to which it or they may be entitled.

I. Time. Time is of the essence of this Agreement.

J. Force Majeure Delays. Nonperformance of any of the conditions or covenants herein by any party hereto shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of such party: acts of God, strike, war, lockout, labor trouble, reasonable inability to secure materials or labor, unreasonable delay by a governmental entity in the issuance of any required governmental

permit, license or approval, act of nature (including but not limited to hurricane, earthquake, windstorm, flood, wildfire, or other severe weather or environmental condition) insurrection, riot, casualty, acts of public enemy, governmental restrictions, litigation initiated by a party other than a party hereto or its affiliate, unreasonable acts or failures to act of any governmental agency or entity or unreasonable delays of any contractor, subcontractor or supplier. In such event, nonperformance shall be excused and the time of performance shall be extended only by the number of days the performance is delayed or prevented.

K. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of the party and has the authority to bind that party to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF JURUPA VALLEY,  
a municipal corporation**

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Rod B. Butler  
City Manager

Attest:

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Victoria Wasko, CMC  
City Clerk

Approved As to Form:

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Peter M. Thorson  
City Attorney

**DEVELOPER,**

**a** \_\_\_\_\_

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

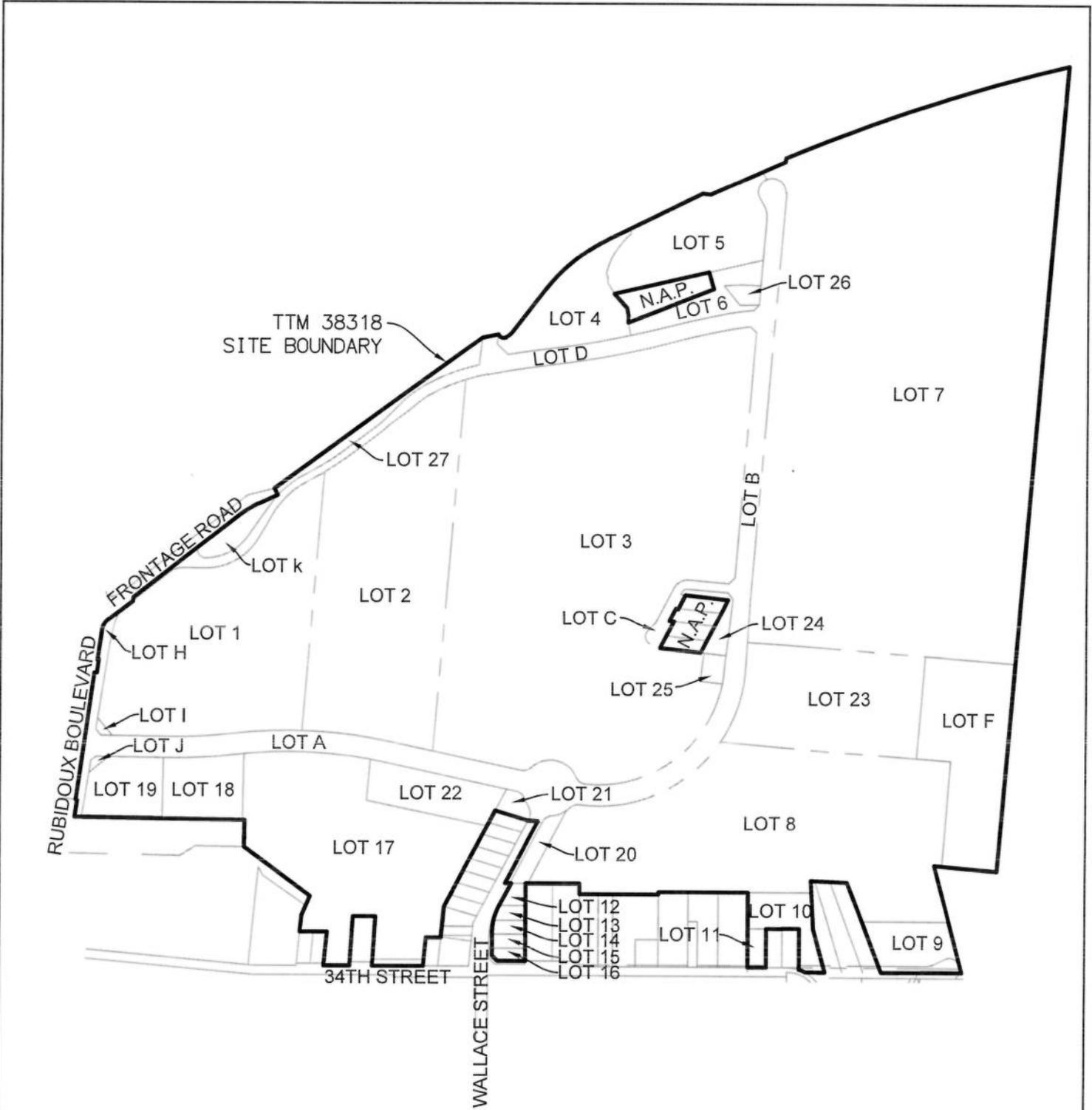
Name:

Title:

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

Name:

Title:



Site Boundary-Specific Plan Parcels Exhibit  
 TTM 38318-The District

**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 200 South Main Street, Suite 300  
 Corona, CA 92882 (951) 280-3300