

**AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into as of 6-27, 2017 ("**Effective Date**"), by and between the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California ("**Seller**"), and the CITY OF RIALTO, a California municipal corporation ("**Buyer**").

R E C I T A L S

A. Seller owns that certain real property improved with the Mid-Valley Landfill located at 2390 Alder Avenue in the City of Rialto, County of San Bernardino, State of California.

B. Buyer desires to acquire a portion of this property consisting of approximately 13.22 acres (portion of APN 1119-241-01, and 02) from the Seller for economic development purposes as more particularly described in the legal description attached hereto as Exhibit "A" (collectively, the "**Property**").

C. Seller has determined that the Property is surplus to its needs, and is authorized to sell all or a portion of the Property to Buyer in accordance with California Government Code Section 25365.

D. The Property is located adjacent and south of the Mid-Valley Landfill and is improved with a groundwater treatment system that is monitored by the Seller under the oversight of the Santa Ana Region Regional Water Quality Control Board (RWQCB), Cleanup and Abatement Order No. 98-96 (CAO 98-96).

E. Seller and Buyer have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of September 13, 2016, as amended by Escrow Instructions dated October 25, 2016, as amended by that certain Amended Escrow Instructions dated October 24, 2016 ("**Original Agreement**"), providing for the sale of that certain Seller-owned real property improved with the Mid-Valley Landfill located at 2390 Alder Avenue in the City of Rialto, County of San Bernardino, State of California. Seller and Buyer had also previously opened escrow with Golden State Escrow No. 17425KS ("**Escrow**").

F. Seller and Buyer now desire to enter into this Amended and Restated Purchase and Sale Agreement and Joint Escrow Instructions to clarify definitions and requirements for Seller to sell the Property to Buyer and Buyer to purchase the Property from Seller, including, but not limited to, bifurcating the rights and duties with respect to portions of the Property, on the terms and conditions set forth herein.

A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS; PURCHASE AND SALE OF THE PROPERTY.

1.1 Definitions. All capitalized terms used herein shall have the meanings set forth below unless otherwise defined herein.

“*Closing*” or “*Close of Escrow*” means the act of settlement of the purchase and sale of one or more parcels at which title is conveyed from Seller to Buyer. The parties contemplate that there will be two (2) separate closings hereunder.

“*Closing Date*” means any date on which a Closing occurs.

“*Grant Deed*” means the Grant Deed in the form attached hereto (modified as applicable) to convey good and indefeasible title in fee simple to a Parcel which Buyer elects to purchase pursuant to this Agreement.

“*Parcel*” means either the Seven Acre Parcel or the Six Acre Parcel.

“*Parcels*” means both the Seven Acre Parcel and the Six Acre Parcel.

“*Property*” means all or any portion of the Parcels available for Buyer’s purchase under this Agreement.

“*Purchase Price*” means Two Million Three Hundred Thousand Dollars (\$2,300,000) each for the Seven Acre Parcel and the Six Acre Parcel, respectively, totaling an aggregate purchase price of Four Million Six Hundred Thousand Dollars (\$4,600,000) for both Parcels.

“*Seven Acre Parcel*” means that certain real property of approximately 7.2 acres consisting of portions of APNs 1119-241-01 and 02 as depicted on attached Exhibit “A-1”.

“*Six Acre Parcel*” means that certain real property of approximately 6 acres consisting of a portion of APN 1119-241-02 as depicted on attached Exhibit “A-1”.

1.2 Purchase and Sale of the Property. When Buyer elects to purchase a Parcel or Parcels, Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and accept the Parcel or Parcels upon which Buyer exercises its right to purchase for the consideration, and upon and subject to the terms, conditions and provisions of this Agreement.

1.3 Legal Descriptions. Prior to Closing, Buyer shall prepare the legal descriptions of the Six Acre Parcel and Seven Acre Parcel for the approval of Seller which shall be consistent with the depictions in Exhibit A-1.

1.4 Supersedes Original Agreement. This Agreement supersedes the Original Agreement in its entirety.

2. PURCHASE PRICE.

2.1 Amount of Purchase Price. The purchase price with respect to each Parcel payable by Buyer to Seller is the sum of Two Million Three Hundred Thousand Dollars (\$2,300,000). The

aggregate Purchase Price for both the Seven Acre Parcel and the Six Acre Parcel is the total sum of Four Million Six Hundred Thousand Dollars (\$4,600,000).

2.2 Payment of Purchase Price. The Purchase Price for the Property shall be paid as follows:

(a) *Deposit.* Buyer has previously delivered to Golden State Escrow, at its office located at 1421-1 East Cooley Drive, Colton, CA 92324, Attn: Kellie Linderman (“**Escrow Holder**”) an executed copy of this Agreement and in Good Funds (as defined below), the sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) (“**Deposit**”) which is applicable to the Purchase Price for the Six Acre Parcel.

If requested by Buyer, the Deposit shall be held by Escrow Holder in an interest bearing account, in which case all interest earned on the Deposit shall become a part of the Deposit, and Buyer shall be responsible for payment of all costs and fees imposed on the Deposit account.

If this Agreement has not terminated pursuant to Section 3.5 on or before the expiration of the Due Diligence Period (as that term is defined in Section 3.2), the Deposit shall become nonrefundable on the day following the expiration of the Due Diligence Period, subject only to Seller’s performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions. All funds deposited in Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

(b) *Balance of Purchase Price.* On the date that is one (1) day prior to the scheduled Closing Date, or such other time as is reasonably required by Escrow Holder in order to close the Escrow on the scheduled Closing Date, Buyer shall deposit the balance of the Purchase Price with Escrow Holder in the form of cash, or a confirmed wire transfer of funds, or a certified or bank cashier’s check drawn on or issued by a financial institution with offices located in the State of California.

(c) *Independent Consideration.* Pursuant to the Original Agreement, Buyer has previously delivered to Seller the sum of One Hundred and No/100 Dollars (\$100.00) (the “**Independent Consideration**”), as consideration for Buyer’s right to purchase the Property and to terminate this Agreement prior to the expiration of the Due Diligence Period and for Seller’s execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is not applicable to the Purchase Price, is non-refundable and shall be retained by Seller notwithstanding any other provision of this Agreement.

3. DUE DILIGENCE REVIEW.

3.1 Separate Approvals/Disapprovals. Buyer may issue approvals or disapprovals with respect to inspections and title review separately for each Parcel.

3.2 Inspections. Buyer and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, “**Buyer’s Agents**”) shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or

earlier termination of this Agreement), during normal business hours, for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, any intrusive or invasive investigations shall be subject to Seller's prior written consent. The "**Due Diligence Period**" shall mean the ninety (90) days following the Effective Date of this Agreement. Within five (5) business days after the Effective Date, Seller shall provide to Buyer, copies of any studies, surveys, plans, reports, environmental reports, test results, approvals and other entitlements relating to the Property actually in Seller's possession, if any. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to deliver to Buyer any documents, reports, presentations or similar items prepared for internal use by Seller or that are protected by the attorney-client privilege or that are otherwise subject to a confidentiality agreement. All inspections shall be performed by Buyer at Buyer's sole cost and expense. As a condition to any such entry, inspection or testing, Buyer shall comply, and cause Buyer's Agents to comply, with the following: (a) coordinate its entries with Seller so as not to disturb the operation of any business on the Property, including notification to Seller of the proposed date and purpose of the intended entry and submittal to Seller of the names and/or affiliations of the persons that will be entering the Property; (b) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property; (c) comply with all applicable laws and governmental regulations; (d) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed by or on behalf of Buyer and Buyer's Agents; (e) maintain or assure maintenance of workers' compensation insurance on all persons entering the Property in the amounts required by the State of California, which shall include a waiver by the insurer of any right to subrogation against Seller and its members, officers, employees and volunteers; (f) promptly repair any and all damage to the Property caused by Buyer or Buyer's Agents and return the Property to its original condition following Buyer's entry; and (g) provide to Seller prior to initial entry a certificate of insurance or other evidence satisfactory to Seller that Buyer has in force adequate liability insurance in an amount not less than Two Million Dollars (\$2,000,000) naming Seller as an additional insured, and a copy of such policy upon Seller's request. Any insurance or self-insurance maintained by Seller shall be in excess of this insurance and shall not contribute with it. The insurance policy shall be kept and maintained in force during the right of entry period and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer and Buyer's Agents. Buyer shall indemnify, defend and hold harmless the Seller and its directors, officers, agents' employees, affiliates and volunteers from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Buyer and Buyer's Agents upon the Property or from Buyer's failure to comply with the conditions to Buyer's entry onto the Property provided for herein. Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason. All documents, reports, studies, records, financial data, computer records, memoranda, notes, analysis, and the like, provided by Seller to Buyer or third party reports obtained by Buyer relating to the Property in the course of Buyer's review, including, without limitation, any environmental assessment or audit (collectively, the "**Property Documents**") shall be treated as confidential information by Buyer and Buyer shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Buyer acknowledges that Seller has not made nor makes any warranty or representation regarding the truth, accuracy or completeness of the Property Documents or the source(s) thereof. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents and any Property Documents it provides to Buyer are provided solely as an accommodation to Buyer and it is Buyer's responsibility to verify the accuracy and veracity of the Property Documents. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in

such information, or for omissions from the Property Documents, or in any other written or oral communications transmitted or made available to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental and economic condition including the presence of Hazardous Materials, compliance or lack of compliance with any law, ordinance, order, permit or regulation or any other attribute or matter relating thereto.

3.3 Survey. Buyer may obtain, at Buyer's sole cost and expense, a survey of the Property ("Survey").

3.4 Natural Hazard Disclosure. Buyer and Seller hereby instruct Escrow Holder to order a natural hazard disclosure report from an affiliate of the Title Company ("**Natural Hazard Service**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of providing a Natural Hazard Disclosure Report for the Property with mandated natural hazard property disclosures. The written report prepared by the Natural Hazard Service regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply.

3.5 Due Diligence Period; Termination Right. Buyer shall have through the last day of the Due Diligence Period in which to examine, inspect, and investigate the Property Documents and all matters relating to the Property and Buyer's purchase thereof and, in Buyer's sole and absolute judgment and discretion, determine whether the Property is acceptable to Buyer. If Buyer is not satisfied with any of the foregoing matters, Buyer may terminate this Agreement by giving written notice of termination to Seller and Escrow Holder ("**Due Diligence Termination Notice**") on or before the last day of the Due Diligence Period. In the event that Buyer fails to deliver Buyer's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, Buyer shall have conclusively been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section 3.5. If Buyer timely elects to terminate this Agreement pursuant to this Section 3.5, the Deposit shall be returned to Buyer and the parties shall have no further obligations hereunder except for obligations that expressly survive the termination hereof.

3.6 Review of Title. No later than five (5) days following the Effective Date of this Agreement, Seller shall provide to Buyer a preliminary title report for the Property and the underlying title documents disclosed therein (collectively, the "**Title Report**"), issued by First American Title Insurance Company ("**Title Company**"). The Title Report shall contain exceptions for the Caltrans Drainage Easement (defined in Section 3.7), the Reservation of Easement (defined in Section 4.2), and the SCE Easement Action (defined in Section 4.4). On or before the date that is thirty (30) days after the Effective Date ("**Buyer's Title Review Period**"), Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of any objections Buyer may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**"). If Buyer does not give such notice by the expiration of Buyer's Title Review Period, such failure shall conclusively be deemed to be Buyer's approval of those matters. If Buyer does timely provide Buyer's Title Notice with Title Objections, Seller shall have ten (10) business days after receipt thereof to notify Buyer that Seller (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Buyer. Seller's failure to notify Buyer within such ten (10) business day period as to

any Title Objections that Seller is willing to endeavor to cure or cause to be insured over shall be deemed an election by Seller not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, Buyer shall have twenty (20) business days after the expiration of Seller's ten (10) business day period to respond to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing, without any reduction in the Purchase Price on account of such Title Objections. If Buyer does not give notice within said period, Buyer shall be deemed to have elected to waive the Title Objections pursuant to clause (b).

If Buyer receives any supplement to the Title Report disclosing any new materially adverse title matters not disclosed to Buyer prior to the expiration of the Buyer's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for Buyer to deliver Buyer's Title Notice with respect to such new title matter shall be the later of (i) expiration of the Buyer's Title Review Period, or (ii) ten (10) business days from receipt of the supplemental title report and the underlying document(s) referenced therein; provided, that Buyer shall not have the right under this paragraph to make any objections with respect to any matter which would be disclosed by an accurate survey of the Property since Buyer is to satisfy itself as to all matters which would be disclosed by an accurate survey prior to the expiration of the Buyer's Title Review Period.

3.7 State of California Department of Transportation Right-of-Way Amendment. Buyer acknowledges that a Final Order of Condemnation to acquire a sixty-foot wide portion of property over APN 1119-241-01 for drainage purposes was filed on or about October 18, 2007, in favor of the State of California Department of Transportation ("Caltrans") and is attached hereto as Exhibit B ("FOC"). The FOC conveyed this sixty-foot wide portion of property in fee instead of an easement. Seller and Caltrans agreed to correct the error and the underlying fee portion of the Property was conveyed back to Seller pursuant to that certain Director's Grant Deed dated September 1, 2016 and recorded on September 12, 2016 as Instrument No. 2016-0373553 in the Official Records of San Bernardino County which also reserved a drainage easement ("Caltrans Drainage Easement"). The Caltrans Drainage Easement is depicted on Exhibit "B-1".

4. SITE DEVELOPMENT DISCLOSURE.

4.1 Landfill. The Property is located just south of the Mid-Valley Landfill Sanitary ("Landfill"), immediately south of Casmalia Street in Rialto, California. Seller is mandated by the RWQCB to comply with provisions of California Code of Regulations (CCR), Title 27, Chapter 3, Subchapter 3, Article 1, Sections 20380 and 20430. As a result, the Seller has installed a groundwater treatment system that extends on to the Property to mitigate volatile organic compound impacts in groundwater. Within the boundaries of the Property, the Seller's groundwater treatment system includes 9 groundwater reinjection wells that run in a generally east-west alignment near the northern portion of the Property. Each reinjection well is housed within a 2.5' x 4' vault at the ground surface, and each well is connected to a second 2.5' x 4' water-delivery control vault. The reinjection well vaults are approximately 200 feet apart, and the well housing vault and water-delivery control vaults are approximately 15 feet apart from one another. The 18 vaults (total) are interconnected by water conveyance pipeline and electrical wire and conduit.

The Seller has also installed two groundwater monitoring wells on the Property. Monitoring well N-16 A/B/C was constructed near the southeastern limits of the Property; well F-33A/B is located near

the southwestern limits of the Property. Each well is housed within an approximately 2' x 2' at grade cristry box.

4.2 Reservation of Easement. Buyer acknowledges and agrees that Seller will reserve a permanent easement ("Reservation of Easement") for ingress, egress, construction, reconstruction, installation, replacement, operation, sampling, maintenance, and monitoring of extraction and reinjection wells and a pipeline conveyance system and appurtenances and incidents thereto, over, under and across the Property as set forth in the Grant Deed to allow Seller perpetual access to the groundwater system improvements for the purpose of complying with CAO 98-96 and any subsequent orders, directives or other requirements issued by a court, regulatory agency or other governmental authority of competent jurisdiction.

4.3 Post-Closing Covenant. Subsequent to the Close of Escrow (as defined below) Buyer (and any subsequent transferee) shall provide to Seller, no less than nine (9) months prior to Buyer's intended construction commencement date, Buyer's development plans ("Plans") and a written request to Seller ("Request") to re-profile the necessary groundwater extraction wells and ground water reinjection wells identified in the Reservation of Easement to match grade in conformance with Buyer's development plans ("Work"). The Plans shall contain sufficient detail and data to enable Seller to perform the Work. Seller will complete the Work at its sole cost and expense within nine (9) months of receipt from Buyer of the Plans and the Request. This Section 4.3 shall survive the Close of Escrow (as defined below) and shall not merge with the Grant Deed recorded in connection with this transaction.

4.4 SCE Easement. Southern California Edison has filed a number of condemnation actions against the Property for an easement to serve the Falcon Ridge project which easement is within the same area as that of the Reservation of Easement specified in Section 4.2 ("**SCE Easement Action**"). Accordingly Buyer shall take the Property subject to the SCE Easement Action. Copies of the condemnation actions have been delivered by Seller to Buyer.

5. ESCROW.

5.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established with the Escrow Holder referred to in Section 2.2(a). Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's acceptance attached hereto and notify Seller and Buyer of the escrow number it assigns to the Escrow.

The Close of Escrow for the Six Acre Parcel shall occur as soon as reasonably practicable following the expiration of the Entitlement Period, but in no event later than thirty (30) days following the expiration of the Entitlement Period.

The Close of Escrow for the Seven Acre Parcel shall occur as soon as reasonably practicable following the expiration of the Entitlement Period, but in no event later than thirty (30) days following the expiration of the Entitlement Period.

5.2 Escrow Instructions. Sections 1 through 3; 5 and 10 of this Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any

conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

5.3 Deliveries by Seller. On or before 12:00 noon on the business day preceding the scheduled Closing Date, Seller shall deliver to Escrow Holder: (i) the Grant Deed in the form attached hereto as Exhibit "C", duly executed and acknowledged by Seller, (ii) a Certificate of Non-Foreign Status executed by Seller, (iii) an original of the Closing Statement described in Section 5.5, duly executed by Seller, (iv) Subdivision Documents (as defined in Section 6), if any; and (v) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

5.4 Deliveries by Buyer. On or before 12:00 noon on the business day preceding the scheduled Closing Date, Buyer shall deliver to Escrow Holder: (i) the balance of the Purchase Price, (ii) the escrow costs and prorations for which Buyer is responsible, (iii) an original of the Closing Statement described in Section 5.5, duly executed by Buyer, (iv) the certificate of acceptance to be affixed to the Grant Deed, executed by Buyer, (v) Subdivision Documents, if applicable; and (vi) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

5.5 Closing Statement. No later than four (4) business days prior to the Closing Date, Escrow Holder shall prepare for approval by Buyer and Seller a closing statement ("**Closing Statement**") on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and prorations made pursuant to this Agreement.

5.6 Closing, Recording and Disbursements. On the Closing Date, and provided all of the Seller Conditions to Closing and Buyer Conditions to Closing set forth in Sections 5.10.1 and 5.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) *Recording.* Escrow Holder shall cause the Grant Deed together with other documents to be recorded under this Agreement, including, but not limited to, the FOC Amendment, City Drainage Easement, Subdivision Documents, etc. to be recorded in the Official Records of San Bernardino County, California.

(b) *Delivery of Documents and Funds.* Escrow Holder shall deliver to Buyer all of the items listed in Section 5.3 above which were delivered by Seller to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed in the Official Records upon Close of Escrow. Escrow Holder shall deliver the Purchase Price, less Seller's costs and expenses hereunder and the Deposit, to Seller by wire transfer as provided in written instructions to be furnished to Escrow Holder by Seller prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 5.4 above on the Close of Escrow and a conformed copy of the Grant Deed.

5.7 Taxes. Real property taxes will not be prorated between Seller and Buyer in Escrow. If current taxes have not yet been paid as of the Closing Date, then at Closing Seller shall pay through Escrow or out of Seller's proceeds, the installment applicable to the period in which Closing occurs. Seller shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from

the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. Seller retains the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

5.8 Payment of Costs. Buyer shall pay for the premium for the ALTA non-extended owner's title policy Title Policy referred to in Section 5.10.2(b), with the cost of any endorsements or extended coverage to be as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be shared equally by Seller and Buyer; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between Buyer and Seller in accordance with customary practice in the county in which the Property is located. Seller and Buyer shall each be responsible for their respective attorneys' fees and costs.

5.9 Information Report. Escrow Holder shall file and Seller and Buyer agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Seller and Buyer also agree that Seller and Buyer, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Seller nor Buyer shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

5.10 Conditions to Close of Escrow.

5.10.1 Conditions to Seller's Obligations. In addition to any other condition set forth in this Agreement in favor of Seller, Seller shall have the right to condition its obligation to convey the Property to Buyer and close the Escrow upon the satisfaction, or written waiver by Seller, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**Seller Conditions to Closing**"):

(a) *Delivery of Document and Funds.* Buyer shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by Buyer in order to accomplish the close of Escrow for the Property. Buyer shall have deposited with Escrow Holder the Purchase Price and the escrow and closing costs for which Buyer is responsible to pay and all other sums required of Buyer by this Agreement.

(b) *Representations and Warranties.* All representations and warranties made by Buyer in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(c) *No Default.* Buyer shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

5.10.2 Conditions to Buyer's Obligations. In addition to any other condition set forth in this Agreement in favor of Buyer, Buyer shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by Buyer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**Buyer Conditions to Closing**"):

(a) *Delivery of Documents.* Seller shall have executed and deposited into Escrow the Grant Deed and any other escrow and closing documents required to be submitted by Seller in order to accomplish the close of Escrow for the Property.

(b) *Title Policy.* The Title Company is unconditionally and irrevocably committed to issue to Buyer at Closing an ALTA non-extended owner's title policy, or, upon Buyer's request, an ALTA extended coverage owner's policy of title insurance (provided Buyer shall be responsible for any survey costs associated therewith and Buyer must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) business days prior to the Closing Date and Buyer shall be responsible for the additional cost of the extended coverage), insuring Buyer's title to each Parcel in the amount of the applicable Purchase Price for that Parcel, subject only to the following (collectively, the "**Approved Title Exceptions**"): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under Buyer; (iv) items disclosed by the Survey and Title Report (including any supplements) and approved or deemed approved by Buyer pursuant to the title review provisions in Section 3.5, or, if Buyer fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; (v) the Reservation of Easement; (vi) the FOC Amendment and the City Drainage Easement; and (vii) any Title Objections that neither Seller nor the Title Company has agreed to remove from title or insure over ("**Title Policy**"). Notwithstanding the foregoing, Buyer may request the Title Company to issue a binder policy with any additional cost for such binder to be paid by Buyer. The issuance of an ALTA extended coverage policy shall not be a condition precedent to Buyer's obligation to close the Escrow, and Buyer shall not object to the Closing based upon an inability to obtain, or any delays in obtaining, such coverage. In addition, and without limiting the foregoing, the issuance of any particular title endorsements requested by Buyer, at Buyer's sole cost and expense, shall not be a condition precedent to Buyer's obligation to close this Escrow and Buyer acknowledges that Buyer is solely responsible for ascertaining the availability of any such endorsements prior to the end of the Due Diligence Period. If endorsements are required to cure defects in title and Seller has agreed to provide such endorsements as a means of curing such title defects, then Seller shall pay for such endorsements

(c) *Condition.* At Close of Escrow, possession of the Property shall be delivered to Buyer with all tenants of the Property having vacated their leased spaces clear of all furniture, trash and debris.

(d) *Representations and Warranties.* All representations and warranties made by Seller in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(e) *No Default.* Seller shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

5.10.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by Buyer or Seller, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

5.10.4 Waiver. Seller may at any time or times, at its election, waive any of the Seller Conditions to Closing set forth in Section 5.10.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Buyer. Buyer may at any time or times, at its election, waive any of the Buyer Conditions to Closing set forth in Section 5.10.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller.

5.10.5 Termination. In the event each of the Seller Conditions to Closing set forth in Section 5.10.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by Seller pursuant to Section 5.10.4, and provided Seller is not in default of this Agreement, Seller may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the Buyer Conditions to Closing set forth in Section 5.10.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by Buyer pursuant to Section 5.10.4, and provided Buyer is not in default of this Agreement, Buyer may at its option terminate this Agreement and the Escrow opened hereunder or to pursue all available remedies including but not limited to an action for specific performance. No termination under this Agreement shall release either party then in default from liability for such default except to the extent of the liquidated damages provision in Section 9.2. In the event this Agreement is terminated, all documents and funds delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller and, subject to Seller's retention of the Deposit in accordance with Section 9.2 in the event of a Buyer default, all documents and funds delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer.

6. PROCESSING OF ENTITLEMENTS.

6.1 Entitlements. Buyer may issue approvals or disapprovals with respect to entitlements separately for each Parcel. Seller covenants and agrees that Seller will reasonably cooperate with Buyer in connection with the processing by Buyer of the Entitlements (defined below) deemed necessary by Buyer for the development of the Property during Escrow. Seller acknowledges that such cooperation shall include whatever actions may be reasonably necessary or helpful to enable Buyer to process its Entitlements. Such entitlements to be processed by Buyer may include, without limitation, the processing of an amendment to the general plan covering the Property, zone change, a tentative subdivision map, a final subdivision map, an environmental impact report, associated development permits and related permits, agreements and approvals requested from the City of Rialto or any other governmental agency having jurisdiction over the Property as Buyer may determine to be necessary or helpful to enable Buyer to develop the Property in accordance with its development plans and in a manner permitting construction and operation on the Property consistent

with Buyer's development and use plans (collectively "**Entitlements**"). Such cooperation shall include facilitating Buyer in entering into development agreements, investigating public financing and forming special improvement districts, executing, as may be requested by the City of Rialto or any other governmental agency having jurisdiction over the Property, applications, permits or approvals required for the submittal of the Entitlements and, if applicable, executing the final map, if requested by Buyer, and providing Buyer and Buyer's agents, employees and independent contractors access to the Property to perform any investigations or tests necessary for the processing of such Entitlements. The parties acknowledge that the intent of this provision is that Seller will cooperate with Buyer and participate in such meetings if the City of Rialto or other governmental agencies require the owner of the Property to be in attendance at such meetings. To the extent such attendance is required, Buyer will use reasonable efforts to provide Seller with advance notice and to schedule such meetings at a time which is reasonably acceptable to Seller. Upon submittal of any such applications, permits, deeds or maps to Seller, Seller shall, no later than seven (7) days after delivery of such documents, deliver the same to Buyer. Any subdivision documents finalized as an Entitlement shall be recorded concurrently with Close of Escrow ("**Subdivision Documents**").

6.2 Entitlement Period. Buyer shall in good faith diligently make all reasonable efforts to obtain Entitlements within the twelve (12) month period following the Opening of Escrow, as such period may be extended for an additional six (6) months by BUYER pursuant to Section 6.3 ("**Entitlement Period**"). Notwithstanding any other provision of this Agreement, if at the end of the 18th month following the Opening of Escrow, the Entitlements have been issued but the statute of limitations for challenge of any of such Entitlements has not run, the Entitlement Period shall, at the written election of the Buyer, be extended for an additional ninety (90) days.

If Buyer is not otherwise in default or in breach of this Agreement, if Buyer should fail to obtain such Entitlements within the Entitlement Period for any reason or if such Entitlements are issued but are not Final by the end of such Entitlement Period, Buyer, at its option, may (i) cancel Escrow, but shall not be entitled to any refund of its Deposit, or (ii) extend the Entitlement Period in accordance with Section 6.3 below.

6.3 Extension of Entitlement Period. The Buyer may extend the Entitlement Period for each Parcel an additional six (6) month period after the initial twelve month period (to a date that is eighteen months (18) months following the Opening of Escrow) in exchange for the Buyer's one-time payment of One Hundred Fifteen Thousand Dollars (\$115,000) ("**Entitlement Extension Deposit**") which amount will be paid directly to Seller and shall be deemed added to the Deposit for the applicable Parcel in the Escrow. If Buyer elects to extend the Entitlement Period for a Parcel for the additional six (6) month period, Buyer shall deliver written notice of the exercise of the extension ("**Extension Exercise Notice**") together with the Entitlement Extension Deposit paid directly to Seller (with a copy of the Extension Exercise Notice to Escrow Holder) prior to the last day of original 12-month Entitlement Period and such Extension Exercise Deposit will be non-refundable, but shall be applied toward the Purchase Price for the applicable Parcel.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which is material and relied upon by Buyer in making its determination to enter into this Agreement:

(a) Seller's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which Seller is a party or by which it is bound.

(b) Except as disclosed in writing by separate instrument to Buyer, to the best of Seller's actual knowledge without any duty of investigation or inquiry, there are no pending, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(c) Except as disclosed herein, Seller has not received any notices and has no actual knowledge, without any duty of investigation or inquiry, of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

7.2 Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, each of which is material and relied upon by Seller in making its determination to enter into this Agreement:

(a) Buyer has the full right, power and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by Buyer has been fully authorized by all requisite actions on the part of Buyer.

(b) Buyer's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

(c) Buyer is not the subject of a current or pending bankruptcy proceeding.

8. AS-IS SALE; RELEASE OF SELLER AS TO PROPERTY CONDITION.

Buyer acknowledges that it will be given an adequate opportunity to review and inspect all aspects of the Property during the Due Diligence Period. Seller makes no representation or warranty of any kind as to the physical or environmental condition of the Property or in connection with any matter, report or information relating to the condition of the Property, its value, fitness, use, zoning, entitlements, the existence of Hazardous Materials thereon, moratoriums, economic feasibility, developability or any other matter relating to Buyer's proposed use or development of the Property. Buyer shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Property, including, without limitation, any Hazardous Materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent inspection. Buyer acknowledges and agrees that the purchase of the Property will be on the basis of Buyer's own investigation of the physical and environmental condition of the Property, including subsurface conditions, and Buyer's investigation of the status of zoning, maps and all other matters relating to entitlements. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, environmental contamination, the purpose to which the property is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any

kind. Buyer agrees that Seller shall have no responsibility for any patent or latent defect or physical or environmental condition of the Property, whether or not known or discovered, and Buyer accepts all such responsibility. The Property is being transferred and sold "AS-IS," "WHERE-IS," "WITH ALL FAULTS" without representation or warranty expressed or implied by Seller, by operation of law, or otherwise except as otherwise expressly provided in this Agreement. Seller expressly disclaims, which Buyer hereby acknowledges and accepts, any implied warranty of condition, habitability, merchantability, or fitness for a particular purpose or use.

Except for claims for a breach of the representations and warranties of Seller provided in this Agreement, Buyer for itself and on behalf of each of its successors (collectively, the "Releasors") by this general release of known and unknown claims (this "Release") hereby irrevocably and unconditionally release and forever discharge Seller and its officers, officials, employees, agents, and representatives (collectively, the "Releasees") or any of them, from and against any and all claims, damages, losses, costs, liabilities, fees or expenses, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, the physical condition and quality of the Property or the presence of Hazardous Materials in, on, about or under the Property. Buyer acknowledges that it is assuming the risk of such unknown and unanticipated claims and agrees that this release applies thereto, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Buyer's Initials:  _____

As used in this Agreement, the following terms shall have the meaning ascribed below:

"Environmental Law" shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, and rules, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (a) the manufacture, processing, distribution, presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of Hazardous Materials; (b) air, soil, surface, subsurface, surface water and groundwater; (c) the operation and closure of underground storage tanks; (d) health and safety of employees and other persons; and (e) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended ("CERCLA"); (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended ("RCRA"); (c) the Emergency Planning and

Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (d) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (e) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (f) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (g) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (h) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (i) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (j) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (k) any state, county, municipal or local statutes, laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

“Hazardous Material(s)” includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

9. DEFAULTS.

9.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on Buyer’s rights to recover monetary damages against Seller set forth in the final clause of this sentence and subject to the restriction on Seller’s rights to recover monetary damages against Buyer set forth in Section 9.2), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall Buyer be entitled to obtain monetary damages of any kind from Seller, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind.

9.2 Deposit; Liquidated Damages Remedy. The Deposit delivered to Seller by Buyer in accordance with Section 2.2 of this Agreement shall constitute security for the performance of the obligations of Buyer to be performed pursuant to this Agreement and its retention by Seller as liquidated damages in accordance with this Section 9.2 in the event Escrow does not close as a result of a default by Buyer under this Agreement.

LIQUIDATED DAMAGES. IF THE CLOSE OF ESCROW FOR A PARCEL DOES NOT OCCUR BECAUSE OF A DEFAULT OF BUYER UNDER THIS AGREEMENT, THEN AND

IN SUCH EVENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER, HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT APPLICABLE TO THE PARCEL, TOGETHER WITH ANY INTEREST THEREON, SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND TO RETAIN THE DEPOSIT APPLICABLE TO THE PARCEL PLUS ALL INTEREST THEREON AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE REMEDY AGAINST BUYER; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT APPLY TO NOR LIMIT SELLER'S RECOVERY AGAINST BUYER WITH RESPECT TO (A) BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (B) SELLER'S RIGHT TO RECOVER ATTORNEYS' FEES AND COSTS AS PROVIDED FOR IN THIS AGREEMENT AND/OR (C) IN THE EVENT THAT BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEY'S FEES INCURRED BY SELLER WITH RESPECT TO THOSE DAMAGES, IF ANY, WHICH MAY BE INCURRED BY SELLER BY REASON OF THE CLOUD ON TITLE TO THE PROPERTY WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. SELLER AND BUYER HAVE BOTH PLACED THEIR INITIALS IN THE SPACES BELOW TO INDICATE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THIS LIQUIDATED DAMAGES PROVISION.

Buyer's Initials: 

Seller's Initials: 

9.3 Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.4 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10. MISCELLANEOUS.

10.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other

address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To Seller: County of San Bernardino
Real Estate Services Department
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415

Copy to: County of San Bernardino
Department of Public Works
Solid Waste Management Division
222 W. Hospitality Lane, Second Floor
San Bernardino, CA 92415-0017

To Buyer: City of Rialto
150 S. Palm Avenue
Rialto, CA 92376
Attention: City Manager

With Copy to: City of Rialto
150 S. Palm Avenue
Rialto, CA 92376
Attention: City Attorney

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

10.2 Relationship Between Seller and Buyer. It is hereby acknowledged that the relationship between Seller and Buyer is not that of a partnership or joint venture and that Seller and Buyer shall not be deemed or construed for any purpose to be the agent of the other.

10.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section 3.2 ("Inspections") and Section 10.10 ("Real Estate Brokerage Commission").

10.4 Successors and Assigns: Assignment. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns. Buyer may assign Buyer's rights under this Agreement to a Buyer Affiliate without the prior written consent of Seller. Buyer shall not be released and discharged from any liability or obligations under this Agreement on account of such assignment.

10.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All

waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

10.6 Prohibited Persons and Transactions. Buyer represents to Seller that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

10.7 Computation of Time. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding business day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

10.8 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.

10.9 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 remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

10.10 Real Estate Brokerage Commission. Each party represents and warrants that, neither party has retained any brokers or finders to represent its interests in connection with this transaction. Except as provided above, each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

10.11 Confidentiality Obligations. As both Buyer and Seller are public entities, confidentiality obligations under this Agreement are limited and subject to applicable laws including those regarding public records.

10.12 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

10.13 Exhibits. Exhibits "A", "A-1," "B," "B-1" and "C" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Attachments are identified as follows:

Exhibit "A"	Legal Description of Property
Exhibit "A-1"	Depictions of 6 Acre Parcel and 7 Acre Parcel
Exhibit "B"	Final Order of Condemnation

Exhibit "B-1"
Exhibit "C"

Depiction of CalTrans Easement
Grand Deed

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement as of the date first set forth above.

REMINDER: SECTIONS 8 AND 9.2 NEED TO BE INITIALED.

SELLER:

COUNTY OF SAN BERNARDINO,
a body politic and corporate

By: *Robert A. Lovingood*
Robert A. Lovingood, Chairman
Board of Supervisors

Date: MAY 23 2017, 2017

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF
THE BOARD

LAURA H. WELCH,
Clerk of the Board of Supervisors

By: *Jennifer Luna*
Deputy

Date: MAY 23 2017, 2017

APPROVED AS TO LEGAL FORM:

JEAN-RENE BASLE, County Counsel
San Bernardino County, California

By: *Robert F. Messinger*
Robert F. Messinger,
Principal Assistant County Counsel

Date: May 24, 2017

BUYER:

CITY OF RIALTO,
a California municipal corporation

By: *Deborah Robertson*
Deborah Robertson, Mayor

Dated: 4/22, 2017

ATTEST:

Barbara McGee
Barbara McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC

By: *Fred Galante*
Fred Galante, City Attorney

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Amended and Restated Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. The escrow number assigned for this Agreement is 17425KS.

_____, 2017

GOLDEN STATE ESCROW COMPANY,
a California corporation
BOC License No. 9631102

By: _____
Kellie Linderman, Escrow Officer

EXHIBIT "A"
Legal Description of Property

EXHIBIT "A"
LEGAL DESCRIPTION
CASMALIA PROPERTY (REMAINDER PARCEL)

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, OCTOBER 14, 1875;

SAID PORTION LYING NORTHERLY OF ROUTE 210 AND SOUTHERLY OF CASMALIA STREET AS SHOWN ON COUNTY SURVEYOR'S PLAT 10100-1 THROUGH 5 RECORDED MARCH 24TH, 2011 IN THE OFFICE OF THE SAN BERNARDINO COUNTY SURVEYOR;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 29;

THENCE NORTHERLY ALONG THE CENTER OF SECTION AND PALMETTO AVENUE (VACATED) NORTH 00°22'35" WEST A DISTANCE OF 379.29 FEET TO THE NORTH RIGHT OF WAY LINE OF ROUTE 210, POINT ALSO BEING THE NORTH RIGHT OF WAY OF CACTUS CHANNEL AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 89°45'37" EAST A DISTANCE OF 828.37 FEET;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 84°14'53" EAST A DISTANCE OF 558.46 FEET;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 78°13'56" EAST A DISTANCE OF 1000.53 FEET;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 85°24'38" EAST A DISTANCE OF 218.09 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE NORTH 46°25'25" EAST A DISTANCE OF 27.16 FEET, TO AN ANGLE POINT IN THE WESTERLY RIGHT OF WAY OF ALDER AVENUE, BEING VARIED IN HALF WIDTH;

THENCE ALONG THE WESTERLY RIGHT OF WAY OF ALDER AVENUE NORTH 00°25'17" WEST A DISTANCE OF 247.54 FEET, TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE NORTH 47°58'30" WEST A DISTANCE OF 67.03 FEET, TO AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET, BEING VARIED IN HALF WIDTH;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 77°57'27" WEST A DISTANCE OF 318.68 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION
CASMALIA PROPERTY (REMAINDER PARCEL)

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 74°02'59" WEST A DISTANCE OF 905.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1684.57 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°14'49" A DISTANCE OF 330.67 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 85°17'48" WEST A DISTANCE OF 414.32 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 9887.41 FEET;

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY OF CASMALIA STREET SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°39'13" A DISTANCE OF 630.51 FEET TO THE CENTER OF SECTION LINE, AND PALMETTO AVENUE (VACATED);

THENCE SOUTHERLY ALONG THE CENTER OF SECTION AND PALMETTO AVENUE (VACATED) SOUTH 00°22'35" EAST A DISTANCE OF 151.87 FEET TO THE NORTH RIGHT OF WAY LINE OF CACTUS CHANNEL AND THE TRUE POINT OF BEGINNING;

SUBJECT TO ALL OTHER EASEMENTS AND OFFERS OF DEDICATION OF RECORD;

CONTAINING A TOTAL AREA OF 13.22 ACRES MORE OR LESS;

AS SHOWN ON EXHIBIT "B" AND BY THIS REFERENCE MADE A PART THEREOF.

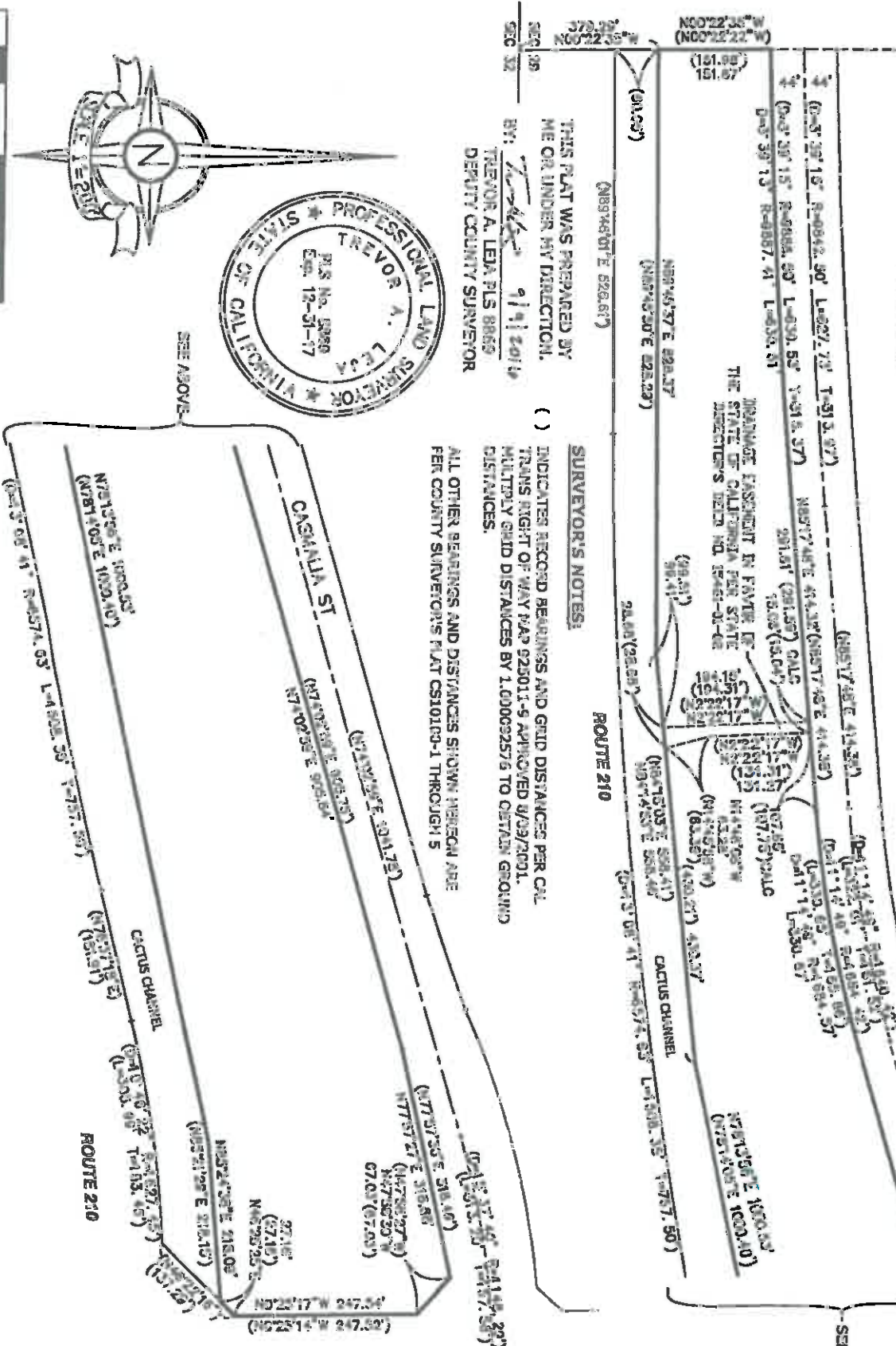
THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

BY: Trevor A. Leja 9/9/2016
TREVOR A. LEJA, PLS 8869 DATED
DEPUTY COUNTY SURVEYOR

Job No. JL 11444
Prepared by: T.A.L. 9/09/16

EXHIBIT B

PORTION OF THE
SE 1/4 SECTION 29
T.1N. R.5W.



THIS PLAT WAS PREPARED BY
ME OR UNDER MY DIRECTION.

BY: *Trevor A. Leja* 9/9/2015
TREVOR A. LEJA PLS 8862
DEPUTY COUNTY SURVEYOR



SURVEYOR'S NOTES:

- () INDICATES RECORD BEARINGS AND GRID DISTANCES PER CAL TRANS RIGHT OF WAY MAP 925011-9 APPROVED 8/03/2001. MULTIPLY GRID DISTANCES BY 1.000692576 TO OBTAIN GROUND DISTANCES.
- ALL OTHER BEARINGS AND DISTANCES SHOWN HEREON ARE PER COUNTY SURVEYORS PLAT CS10103-1 THROUGH 5



SEE ABOVE

SEE BELOW

EXHIBIT "A-1"
Depiction of 6 Acre Parcel and 7 Acre Parcel

EXHIBIT "A-1"



EXHIBIT "B"
Final Order of Condemnation

[Attached]

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Shelley L Caldwell

AND WHEN RECORDED MAIL TO:

Department of Transportation
Attn: Shelley Caldwell R/W
464 W. 4th Street, 8th Floor
San Bernardino, CA 92401-1400

Recorded In Official Records, County of San Bernardino



LARRY WALKER
Auditor/Controller - Recorder

P Counter

6/02/2008
3:19 PM
MP

Doc#: 2008-0249768

Titles: 1 Pages: 20



Fees 0.00
Taxes 0.00
Other 0.00
PAID 00.00

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PG	FEE	APF						
			5				6	
NON ST	LN	SVY	CIT-CO	TRANS TAX	DA	CHRG	EXAM	

SPACE ABOVE FOR RECORDER'S USE ONLY

FINAL ORDER OF CONDEMNATION

Title of Document

CSB 15460-12 15461

FEE EXEMPT GOVT. CODE 6103

THIS AREA FOR
RECORDER'S
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

ORIGINAL

EXEMPT PER GOVT. CODE 6103

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Los Angeles, California 90012
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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 18 2007

By Amir Deputy

LISA A. BRAHAM, Deputy Attorney, Bar Number 145492
Attorneys for Plaintiff, The People of the State of California,
acting by and through the Department of Transportation

SUPERIOR COURT OF THE STATE OF CALIFORNIA
SAN BERNARDINO
FOR THE COUNTY OF ~~LOS ANGELES~~

THE PEOPLE OF THE STATE OF CALIFORNIA, acting by and through the Department of Transportation,

Plaintiff,

-vs-

COUNTY OF SAN BERNARDINO, a Body Corporate and Politic of State of California; INLAND EMPIRE SOLID WASTE FINANCING AUTHORITY; U.S. TRUST COMPANY, NATIONAL ASSOCIATION, a National Banking Association; DOE ONE to DOE TWENTY, Inclusive

Defendant.

Case Numbers ~~SCVSS 095937 and~~ SCVSS 087317 (MF)

Parcels: 15460-1,-2 and 15461-1 through 11

FINAL ORDER OF CONDEMNATION

Honorable Donald Alvord
Department S6

1.
It appearing to the Court that plaintiff has satisfied its obligation and has satisfied the Judgment in Condemnation entered on August 9, 2006, in this proceeding; and

2.

It further appearing to the court that possession was taken by plaintiff on March 1, 2003, all taxes, penalties and costs which are a lien on said parcels and which are apportioned to that

1 portion of the fiscal year after said date are hereby canceled pursuant to Sections 5081, et seq.
2 of the Revenue and Taxation Code.

3 3.

4 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
5 the real property situated in the County of San Bernardino, State of California, and more
6 particularly described as follows, be condemned to plaintiff, for State freeway purposes as
7 described:

8
9 08-SBd-210- R25.2(KP)

10 #15461

11 **PARCEL NO. 15461-1**

12 For Freeway purposes that portion of the southeast quarter of Section 29, Township 1 North,
13 Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of
14 California, according to United States Government Township Plat thereof, approved by the Surveyor
15 General, October 14, 1875, more particularly described as follows:

16 Commencing at the south quarter corner of the said section 29, said quarter corner being also
17 the intersection of the centerline of Palmetto Avenue with the centerline of Highland Avenue; thence
18 North 00°22'22" West, 9.143 meters along the centerline of Palmetto Avenue to the TRUE POINT OF
19 BEGINNING; thence continuing North 00°22'22" West, 2.247 meters; thence North 89°41'46" East,
20 182.705 meters, to the beginning of a tangent curve, concave southerly, having a radius of 565.200
21 meters, thence southeasterly along said curve 50.358 meters through a central angle of 05°06'18";
22 thence departing from said curve, South 89°41'42" West, 232.994 meters to the POINT OF BEGINNING.

23 The bearings and distances used in the above description are based on the California
24 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level
25 distances.

PARCEL NO. 15461-2

For state highway purposes that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly described as follows:

COMMENCING at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 7.614 meters along said westerly line to the TRUE POINT OF BEGINNING; thence North 00°22'22" West, 80.538 meters continuing along said westerly line; thence North 89°46'01" East, 160.511 meters to the beginning of a curve concave northwesterly and having a radius of 2003.952 meters; thence northeasterly 459.762 meters along the arc of said curve through a central angle of 13°08'43"; thence North 76°37'18" East, 55.425 meters to the beginning of a curve concave southeasterly and having a radius of 496.048 meters; thence northeasterly 93.267 meters along the arc of said curve through a central angle of 10°46'22" to a non-tangent line; thence North 46°22'44" East, 41.852 meters; thence North 89°40'39" East, 2.033 meters to a point on the westerly line of the easterly 60.00 feet of said Section 29, said easterly 60.00 feet being also " Parcel No. 1" as conveyed to the City of Rialto by deed recorded on September 1, 1998 as Instrument No. 19980373803 in the office of the County Recorder of said county; thence South 00°19'21" East, 193.592 meters along said last mentioned westerly line to said northerly line of Highland Avenue; thence South 89°41'42" West, 401.720 meters along said northerly line; thence North 84°24'46" West, 4.022 meters; thence North 84°01'10" West, 62.086 meters; thence South 89°46'44" West, 284.832 meters to the beginning of a curve concave southerly and having a radius of 11,957.862 meters; thence westerly 42.790 meters along the arc of said curve through a central angle of 00°12'18" to the TRUE POINT OF BEGINNING.

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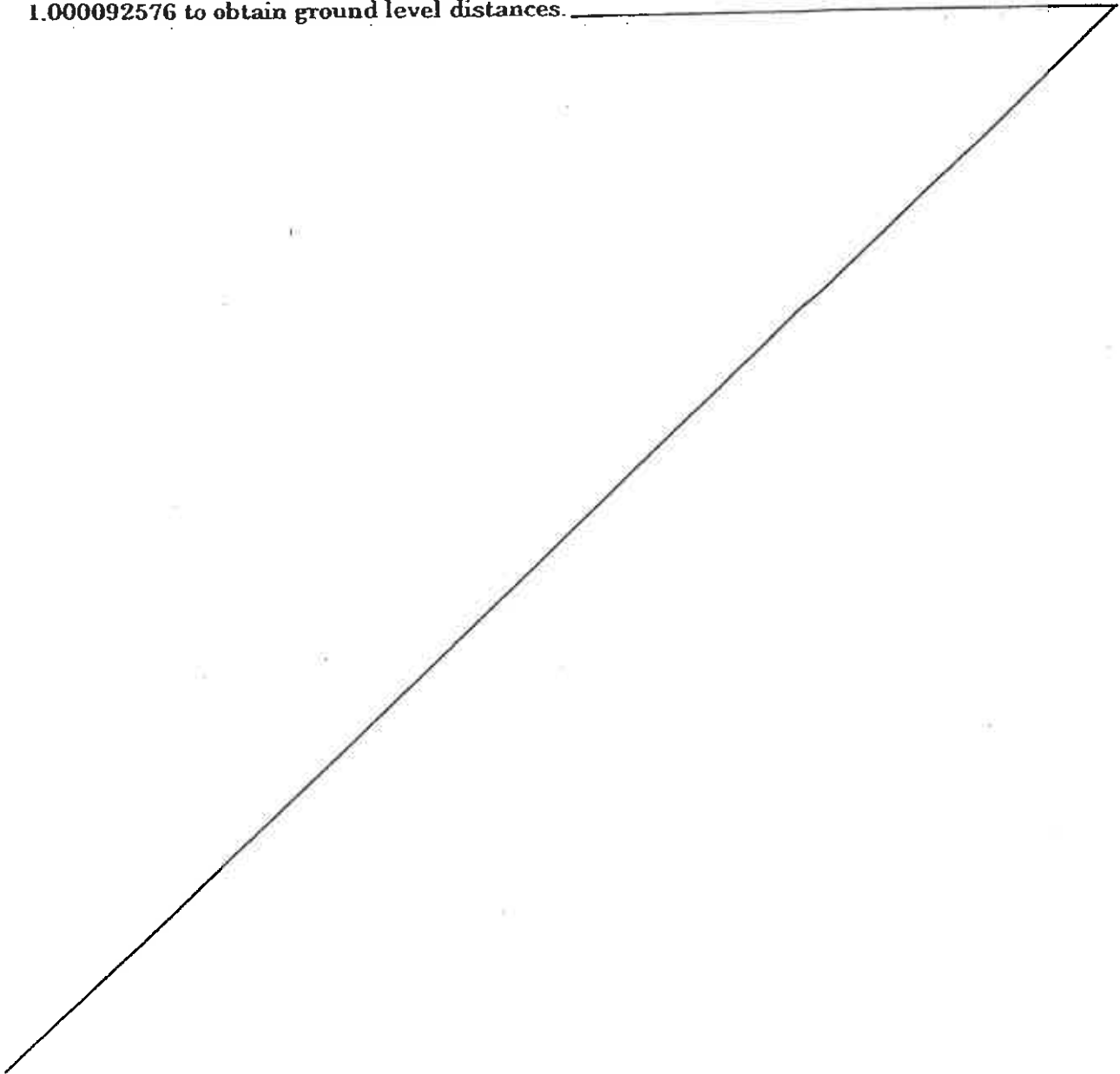
1 PARCEL NO. 15461-2

2 (Cont.)

3 TOGETHER with fee interest, if any, appurtenant to the above-
4 described property in and to the adjoining public way.

5 The bearings and distances used in the above description are based on
6 the California Coordinate System of 1983, Zone 5. Multiply distances shown by
7 1.000092576 to obtain ground level distances.

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PARCEL NO. 15461-3

For state highway purposes that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly described as follows:

Commencing at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 88.152 meters along said westerly line to the TRUE POINT OF BEGINNING; thence North 00°22'22" West, 18.303 meters continuing along said westerly line; thence North 89°45'50" East, 252.463 meters; thence North 84°15'03" East, 170.203 meters; thence North 78°14'05" East, 304.924 meters; thence North 85°21'29" East, 66.493 meters; thence South 46°22'43" West, 33.572 meters to the beginning of a non-tangent curve concave southeasterly and having a radius of 496.048, a radial line through said curve bears North 02°36'20" West ; thence southwesterly 93.267 meters along the arc of said curve through a central angle of 10°46'22"; thence South 76°37'18" West, 55.425 meters to the beginning of a curve concave northwesterly and having a radius of 2003.952 meters; thence southwesterly 459.762 meters along the arc of said curve through a central angle of 13°03'43"; thence South 89°46'01" West, 160.511 meters to the TRUE POINT OF BEGINNING.

TOGETHER with fee interest, if any, appurtenant to the above-described property in and to the adjoining public way.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.

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PARCEL NO. 15461-4

For state highway purposes that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, included with in a strip of land, 3.000 meters wide, the southerly line of said strip being described as follows:

COMMENCING at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue, 60.00 feet wide; thence North $00^{\circ}22'22''$ West, 152.780 meters along said westerly line to the TRUE POINT OF BEGINNING; thence North $00^{\circ}22'22''$ West, 26.824 meters continuing along said westerly line to a point on a non-tangent curve concave northwesterly and having a radius of 2986.589 meters, a radial line through said curve bears North $01^{\circ}03'19''$ West; thence northeasterly 190.161 meters along the arc of said curve through a central angle of $03^{\circ}38'53''$; thence North $85^{\circ}17'48''$ East, 126.302 meters to the beginning of a curve concave northwesterly and having a radius of 486.589 meters; thence northeasterly 95.516 meters along the arc of said curve through a central angle of $11^{\circ}14'49''$; thence North $74^{\circ}02'59''$ East, 217.173 meters; thence North $71^{\circ}06'17''$ East, 50.314 meters to the beginning of a non-tangent curve concave southeasterly and having a radius of 369.413 meters, a radial line of said curve bears North $23^{\circ}44'49''$ West; thence northeasterly 119.676 meters along the arc of said curve through a central angle of $18^{\circ}33'42''$; thence North $42^{\circ}29'49''$ East, 14.436 meters; thence North $00^{\circ}44'40''$ West, 83.641 meters; thence North $89^{\circ}40'39''$ East, 3.831 meters to the westerly line of the easterly 60.00 feet of said Section 29, said easterly 60.00 feet being also the boundary line of "Parcel No. 1" as conveyed to the City of Rialto by deed recorded on September 1, 1998 as Instrument No. 19980373803 in the office of the County Recorder of said county; thence South $00^{\circ}19'21''$ East, 218.821 meters along said

(Continued)

PARCEL NO. 15461-4

(Cont.)

1 last said westerly line; thence South 89°40'39" West, 2.033 meters; thence course
 2 "A", North 00°25'14" West, 75.445 meters; thence course "B", North 47°58'27" West,
 3 20.430 meters; thence course "C", South 77°57'30" West, 34.407 meters; thence
 4 continuing South 77°57'30" West, 62.670 meters; thence South 74°02'59" West,
 5 276.074 meters to the beginning of a curve concave northwesterly and having a
 6 radius of 513.411 meters; thence southwesterly 100.781 meters along said curve
 7 through a central angle of 11°14'49"; thence South 85°17'48" West, 126.302 meters
 8 to the beginning of a curve concave northwesterly and having a radius of 3013.411
 9 meters; thence southwesterly 192.188 meters along said curve through a central
 10 angle of 03°39'15" to the TRUE POINT OF BEGINNING.

11 TOGETHER with underlying fee interest, if any, appurtenant to the
 12 above-described property in and to the adjoining public way (Alder Avenue).

13 This conveyance is made for the purposes of a freeway and adjacent
 14 frontage road and the grantor hereby releases and relinquishes to the grantee any
 15 and all abutter's rights including access rights, appurtenant to grantor's remaining
 16 property, in and to said freeway, provided, however, that such remaining property
 17 shall abut upon and have access as hereinafter provided to said frontage road
 18 which will be connected to the freeway only at such points as may be established
 19 by public authority. The right of access to the adjoining public way and said
 20 frontage road is expressly prohibited along aforementioned courses A, B, and C.

21 The bearings and distances used in the above description are based on
 22 the California Coordinate System of 1983, Zone 5. Multiply distances shown by
 23 1.000092576 to obtain ground level distances.

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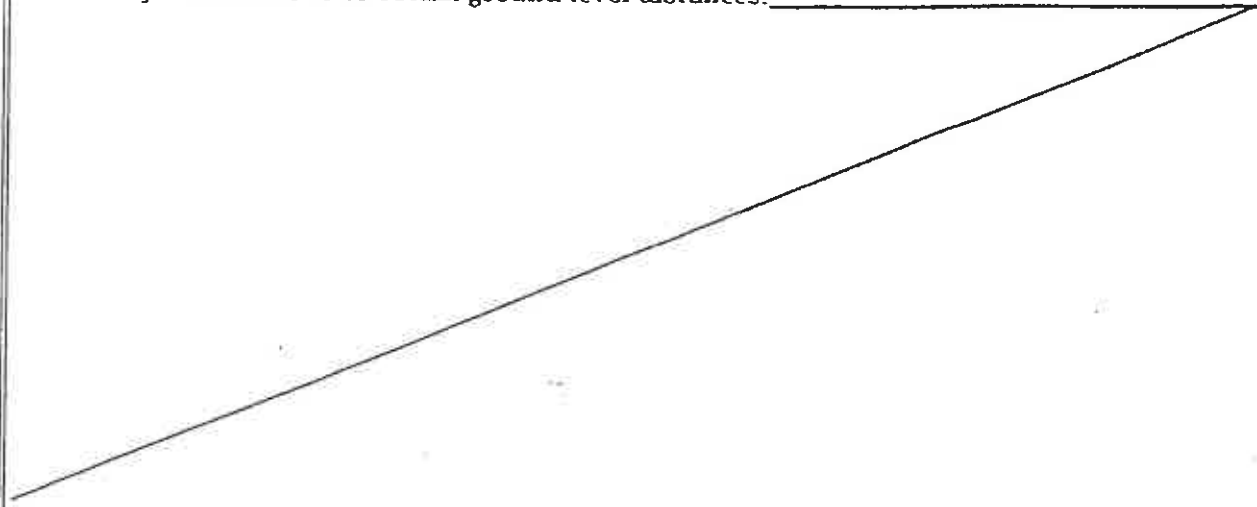
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PARCEL NO. 15461-5

For state highway purposes that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, described as follows:

COMMENCING at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue, 60.00 feet wide; thence North 00°22'22" West, 152.780 meters along said westerly line to a point on a non-tangent curve, concave northwesterly and having a radius of 3013.411 meters, a radial line of said point bears South 01°02'57" East; thence Easterly 192.186 meters along said curve through a central angle of 03°39'15"; thence North 85°17'48" East, 88.875 meters to the TRUE POINT OF BEGINNING; thence South 02°22'17" East, 59.225 meters; thence North 84°15'03" East, 8.743 meters; thence North 14°45'58" West, 19.322 meters; thence North 02°22'17" West, 40.024 meters; thence South 85°17'48" West, 4.584 meters to the TRUE POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.



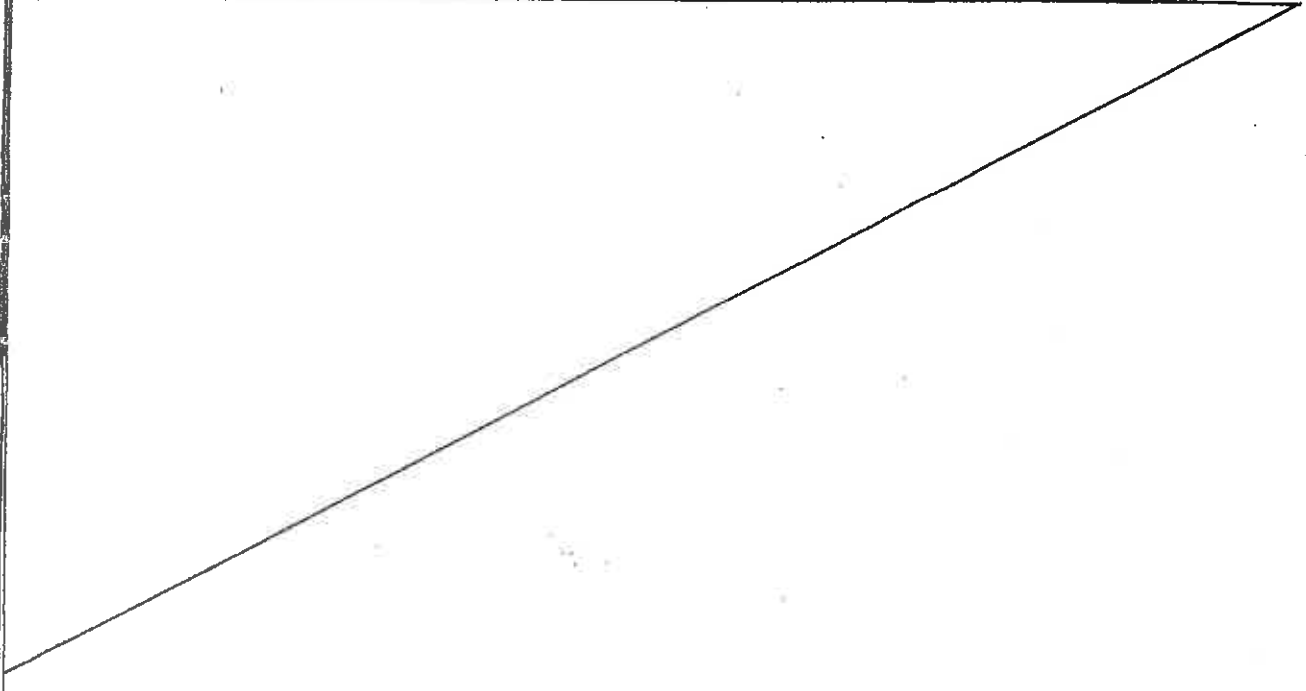
PARCEL NO. 15461-6

A temporary easement for construction purposes over, under, and across that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly described as follows:

Commencing at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue (60 feet wide); thence North $00^{\circ} 22' 22''$ West, 106.455 meters to the TRUE POINT OF BEGINNING; thence North $00^{\circ} 22' 22''$ West, 46.325 meters along said westerly line to a point on a non-tangent curve concave northwesterly and having a radius of 3013.411 meters, a radial line through said curve bears South $01^{\circ} 02' 57''$ East; thence northeasterly 3.810 meters along the arc of said curve through a central angle of $00^{\circ} 04' 21''$; thence South $00^{\circ} 22' 22''$ East, 46.381 meters; thence South $89^{\circ} 45' 50''$ West, 3.811 meters to the TRUE POINT OF BEGINNING.

The rights to be acquired herein shall terminate on October 31, 2004.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.



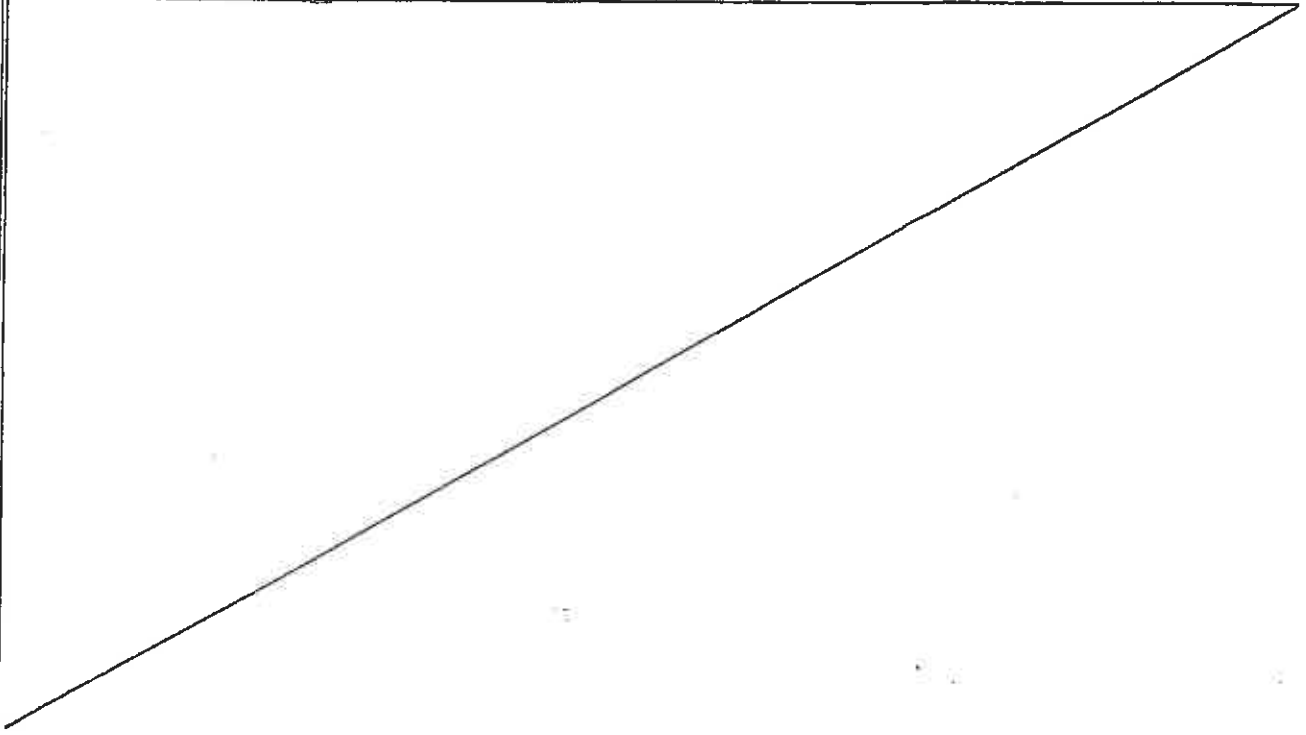
1 PARCEL NO. 15461-7

2 A temporary easement for construction purposes over, under, and across that portion of the
3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City
4 of Rialto, in the County of San Bernardino, State of California, according to United States Government
5 Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly
6 described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly
8 line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 106.455 meters along said
9 westerly line; thence North 89°45'50" East, 252.463 meters; thence North 84°15'03" East, 23.509
10 meters to the TRUE POINT OF BEGINNING; thence North 02°22'17" West, 59.350 meters; thence
11 North 85°17'48" East, 6.816 meters; thence South 02°22'17" East, 59.225 meters; thence
12 South 84°15'03" West, 6.822 meters to the TRUE POINT OF BEGINNING.

13 The rights to be acquired herein shall terminate on October 31, 2004

14 The bearings and distances used in the above description are based on the California
15 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level
16 distances.



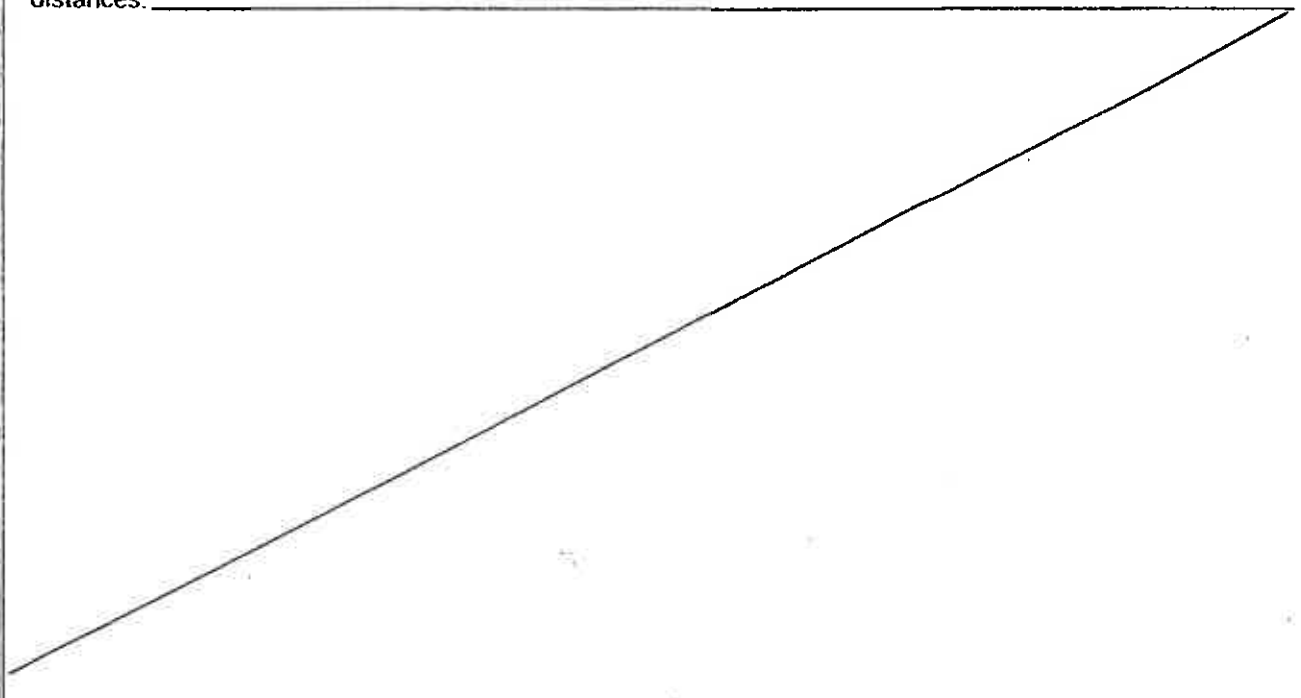
1 PARCEL NO. 15461-8

2 A temporary easement for construction purposes over, under, and across that portion of the
3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City
4 of Rialto, in the County of San Bernardino, State of California, according to United States Government
5 Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly
6 described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly
8 line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 106.455 meters along said
9 westerly line; thence North 89°45'50" East, 252.463 meters; thence North 84°15'03" East, 39.074
10 meters to the **TRUE POINT OF BEGINNING**; thence North 14°45'58" West, 19.322 meters; thence
11 North 02°22'17" West, 40.024 meters; thence North 85°17'48" East, 3.813 meters; thence
12 South 02°22'17" East, 40.180 meters; thence South 14°45'58" East, 19.095 meters; thence South
13 84°15'03" West, 3.768 meters to the **TRUE POINT OF BEGINNING**.

14 The rights to be acquired herein shall terminate on October 31, 2004.

15 The bearings and distances used in the above description are based on the California
16 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level
17 distances.



1 PARCEL NO. 15461-9

2 A temporary easement for construction purposes over, under, and across that portion of the
 3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City
 4 of Rialto, in the County of San Bernardino, State of California, according to United States Government
 5 Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly
 6 described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly
 8 line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 179.604 meters along said
 9 westerly line to the TRUE POINT OF BEGINNING; thence continuing along said westerly line North
 10 00°22'22" West, 3.000 meters to a point on a non-tangent curve concave northwesterly and having a
 11 radius of 2983.589 meters, a radial line through said curve bears South 01°03'21" East; thence
 12 northeasterly 189.934 meters along the arc of said curve through a central angle of 03°38'51"; thence
 13 North 85°17'48" East, 126.302 meters to the beginning of a curve concave northwesterly and having a
 14 radius of 483.589 meters; thence northeasterly 94.927 meters along the arc of said curve through a
 15 central angle of 11°14'49"; thence North 74°02'59" East, 217.301 meters; thence North 71°06'17" East,
 16 49.779 meters to a non-tangent curve concave southeasterly and having a radius of 372.413 meters, a
 17 radial line through said curve bears North 23°44'49" West; thence northeasterly 123.927 meters along
 18 the arc of said curve through a central angle of 19°03'58"; thence South 42°29'49" West, 4.435 meters
 19 to point on a non-tangent curve concave southeasterly and having a radius of 369.413 meters, a radial
 20 line through said curve bears North 05°11'07" West; thence southwesterly 119.676 meters along the arc
 21 of said curve through a central angle of 18°33'42"; thence South 71°06'17" West, 50.314 meters; thence
 22 South 74°02'59" West, 217.173 meters to the beginning of a curve concave northwesterly and having a
 23 radius of 486.589 meters; thence southwesterly 95.516 meters along the arc of said curve through a
 24 central angle of 11°14'49"; thence South 85°17'48" West, 126.302 meters to the beginning of a curve
 25 concave northwesterly and having a radius of 2986.589 meters; thence southwesterly 190.161 meters
 along the arc of said curve through a central angle of 03°38'53" to the TRUE POINT OF BEGINNING.

26 The rights acquired herein shall terminate on October 31, 2004.

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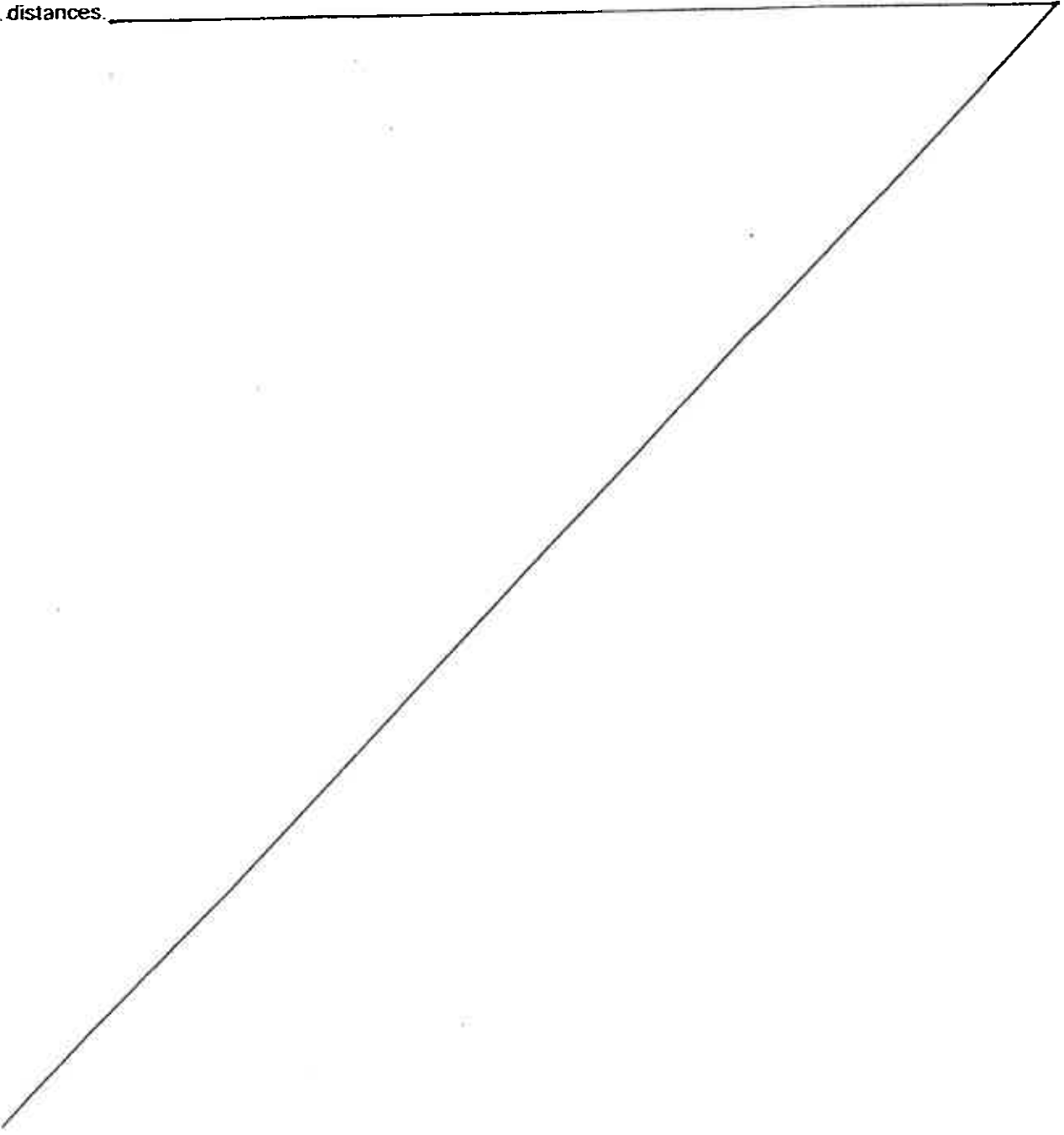
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PARCEL NO. 15461-9

(cont.)

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.



#15461

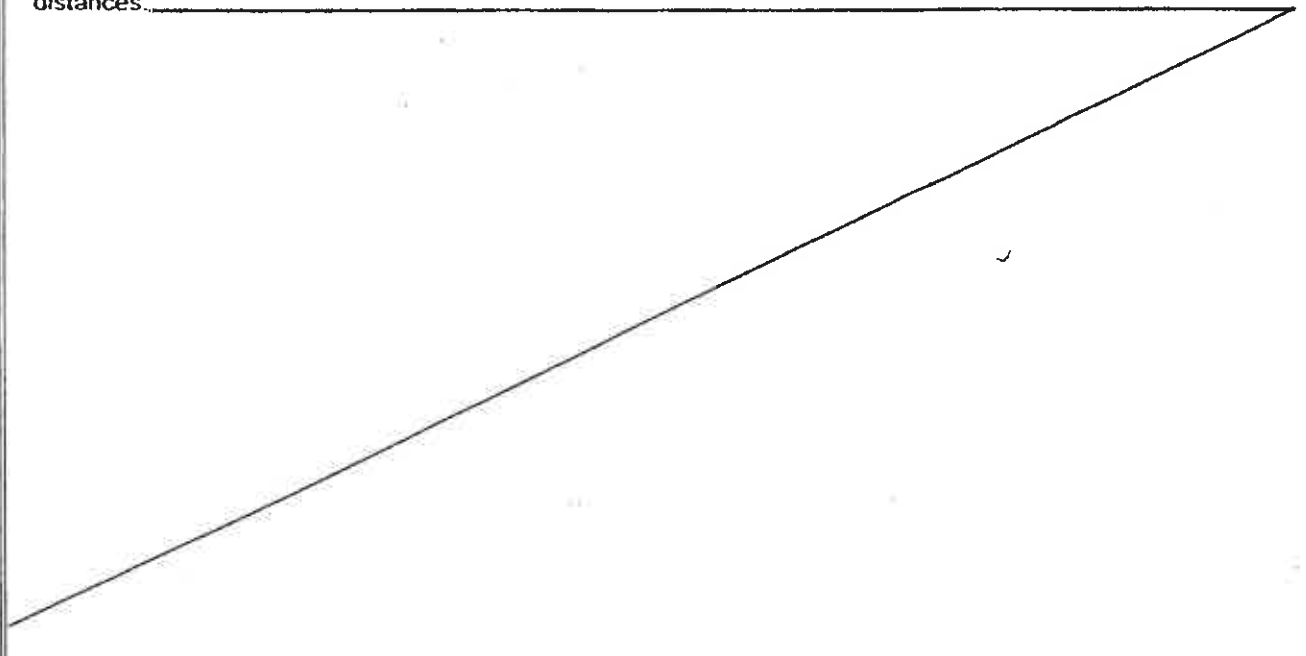
1 PARCEL NO. 15461-10

2 A temporary easement for construction purposes over, under, and across that portion of the
3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City
4 of Rialto, in the County of San Bernardino, State of California, according to United States Government
5 Township Plat thereof, approved by the Surveyor General, October 14, 1875, being with in a strip of
6 land, 4.000 meters wide, the northerly line of said strip being described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly
8 line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 152.780 meters to a point on a
9 non-tangent curve concave northwesterly and having a radius of 3013.411 meters, a radial line through
10 said curve bears South 01°02'57" East; thence northeasterly 3.810 meters along the arc of said curve
11 through a central angle of 00°04'21" to the TRUE POINT OF BEGINNING; thence continuing along the
12 arc of said curve 188.377 meters through a central angle of 03°34'54"; thence North 85°17'48" East,
13 82.060 meters; the ends of the easement shall be prolonged or shortened to terminate at the west and
14 east property lines.

15 The rights to be acquired herein shall terminate on October 31, 2004.

16 The bearings and distances used in the above description are based on the California
17 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level
18 distances.



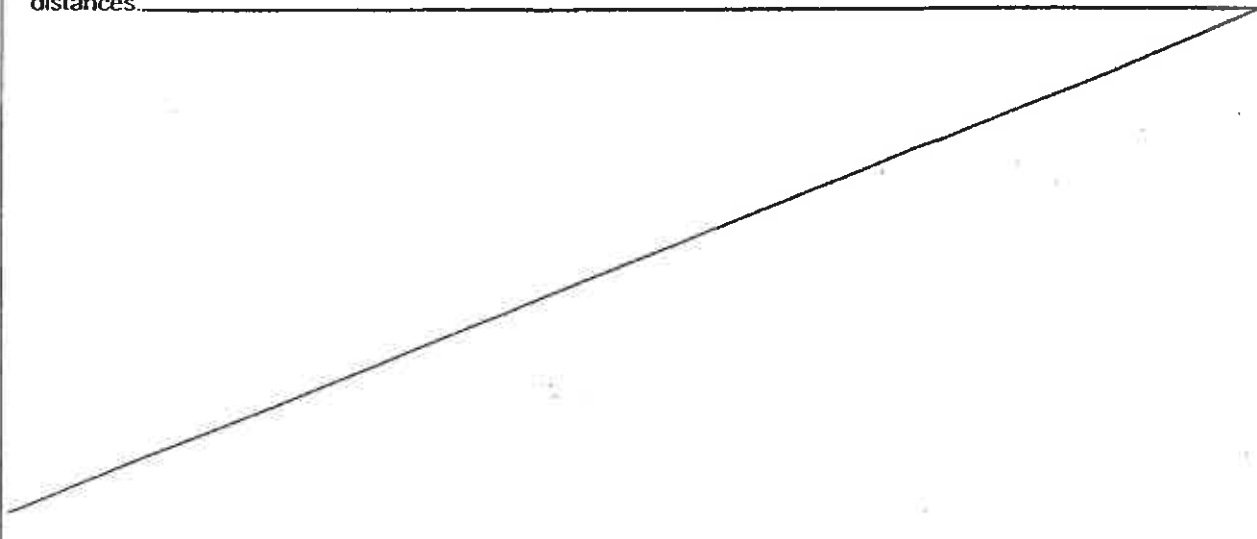
PARCEL NO. 15461-11

A temporary easement for construction purposes over, under, and across that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, being with in a strip of land, 4.000 meters wide, the northerly line of said strip being described as follows:

Commencing at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue (60 feet wide); thence North $00^{\circ} 22' 22''$ West, 152.780 meters to a point on a non-tangent curve concave northwesterly and having a radius of 3013.411 meters, a radial line through said curve bears South $01^{\circ} 02' 57''$ East; thence northeasterly 192.187 meters along the arc of said curve through a central angle of $03^{\circ} 39' 15''$; thence North $85^{\circ} 17' 48''$ East, 97.273 meters to the TRUE POINT OF BEGINNING; thence North $85^{\circ} 17' 48''$ East, 29.029 meters to the beginning of a curve concave northwesterly and having a radius of 513.411 meters; thence northeasterly 100.781 meters along the arc of said curve through a central angle of $11^{\circ} 14' 49''$; thence North $74^{\circ} 02' 59''$ East, 52.867 meters. The end of the easement shall terminate at Engineers Sta. 713+60 centerline improvement of Casmalia Street.

The rights to be acquired herein shall terminate on October 31, 2004.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.



Parcel 15460-2

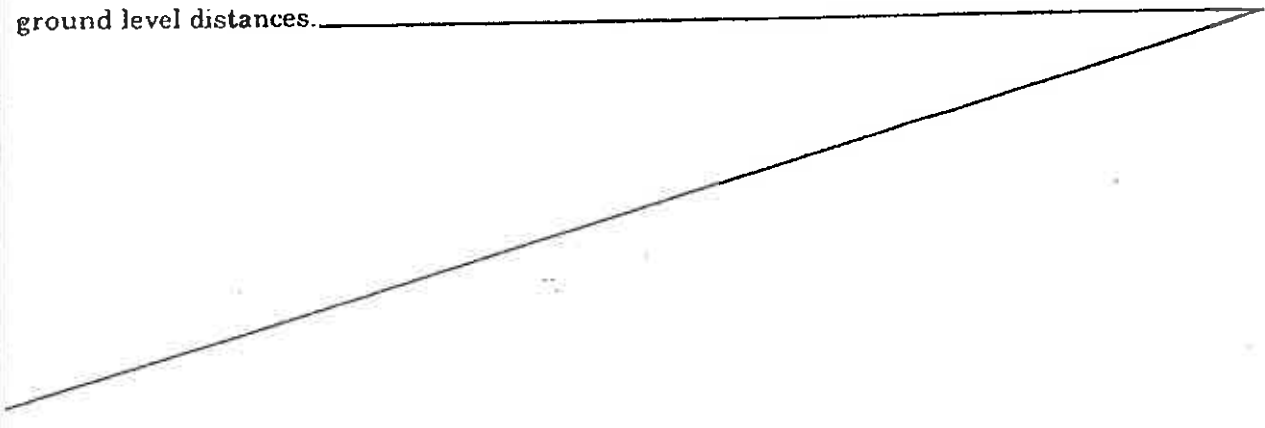
For temporary construction purposes over, under, and across that portion of Lot 5 of Baird Park Acres in the City of Rialto, County of San Bernardino, State of California, as shown on a map recorded in Book 19, Page 92 of Maps in the office of the County Recorder of said County, together with the east half of Mango Avenue, vacated by order of the Board of Supervisors, a copy of said order was filed April 20, 1942 in Book A-16, Page 163 of the Book of Minutes in the Office of the Board of Supervisors, records of said County, included within a strip of land, 3.000 meters wide, the southwesterly line of said strip of land being described as follows:

COMMENCING at the intersection of the centerline of said Mango Avenue with the westerly prolongation of the southerly line of said Lot 5; thence along said centerline, North 00°24'58" West, 11.146 meters to the beginning of a non-tangent curve, concave northeasterly and having a radius of 236.589 meters and the TRUE POINT OF BEGINNING, a radial line of said curve bears South 25°10'04" West; thence Southeasterly 30.008 meters along said curve through a central angle of 07°16'02" to the south line of said Lot 5.

The sidelines of said strip of land shall be prolonged or shortened as necessary to terminate in the centerline of said Mango Avenue and the south line of said Lot 5.

All rights acquired herein shall terminate on October 31, 2004.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.



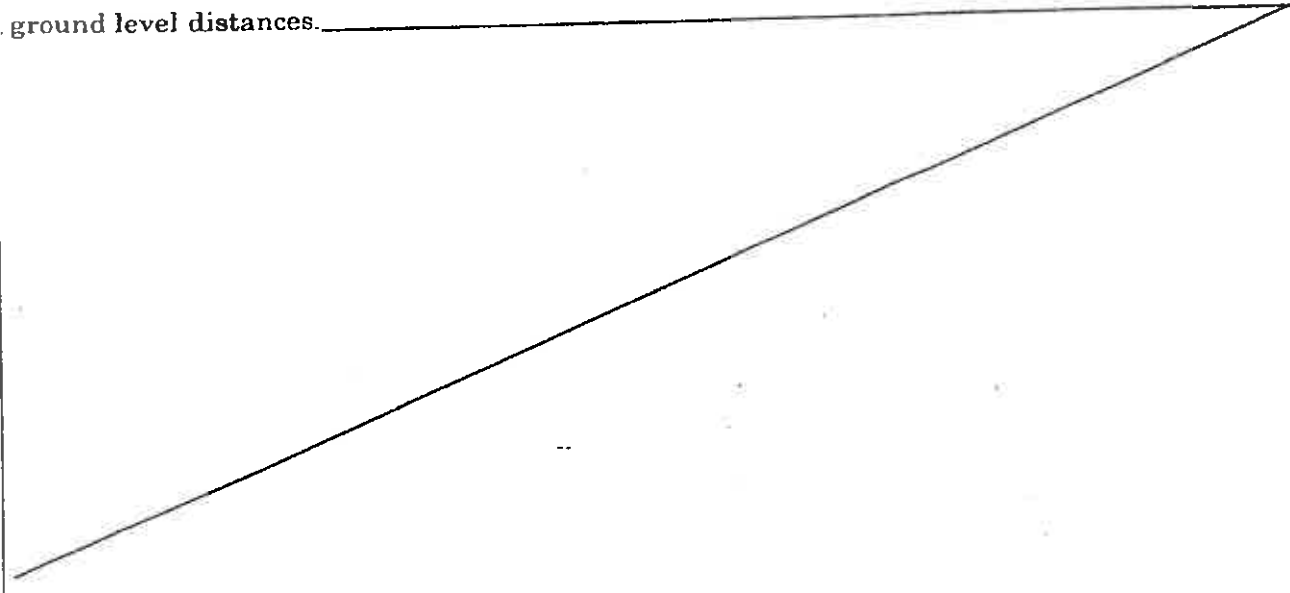
1 Parcel 15460-1

2 For freeway purposes that portion of Lot 5 of Baird Park Acres in the City of Rialto,
3 County of San Bernardino, State of California, as shown on a map recorded in Book 19, Page
4 92 of Maps in the office of the County Recorder of said County, together with the east half of
5 Mango Avenue, vacated by order of the Board of Supervisors, a copy of said order was filed
6 April 20, 1942 in Book A-16, Page 163 of the Book of Minutes in the Office of the Board of
7 Supervisors, records of said County, described as follows:


8 BEGINNING at the intersection of the centerline of said Mango Avenue with the
9 westerly prolongation of the south line of said Lot 5; thence North 00°24'58" West, 11.146
10 meters along said centerline to a point on a non-tangent curve concave northeasterly and
11 having a radius of 236.589 meters, a radial line through said curve bears South 25°10'04"
12 West; thence southeasterly 30.008 meters along the arc of said curve through a central angle
13 of 07°16'02" to the south line of said Lot 5; thence South 89°42'52" West, 27.814 meters along
14 said south line and its westerly prolongation to the POINT OF BEGINNING.

15 / / / /

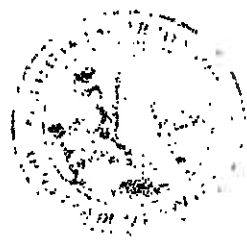
16 The bearings and distances used in the above description are based on the California
17 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain
18 ground level distances.



1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon recordation of
2 a certified copy of this order in the Office of the County Recorder of the County of San
3 Bernardino, State of California, title to said easements shall vest in plaintiff.

4
5
6 
7 Donald Alvarez
8 Judge of the Superior Court
9 DONALD ALVAREZ
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THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST TRESSA S. KENTNER

Clerk of the Superior Court of the State of California, in and for the County of San Bernardino.

Date JUN 02 2008

By Sam Brander Deputy

EXHIBIT "B-1"

Depiction of CalTrans Easement

RECORDING REQUESTED BY:
 County of San Bernardino
 Real Estate Services Department
 385 N. Arrowhead Ave., 3rd Floor
 San Bernardino, CA 92415
 WHEN RECORDED MAIL TO:
 Same as above
 RECORDER:
 This instrument is for the benefit of the County
 of San Bernardino and is entitled to be
 recorded without fee. (Govt. Code 6103)

Electronically Recorded in Official Records, County of San Bernardino

9/12/2016
 01:46 PM
 NC



BOB DUTTON
 ASSESSOR - RECORDER - CLERK
 664 County Real Estate Services

Doc #: 2016-0373553

Titles: 1 Pages: 5



Fees .00
 Taxes .00
 Other .00
 PAID .00

Space above this line for Recorder's Use

**DIRECTOR'S DEED
 GRANT**

District	County	Route	Kilopost	Number
08	SBd	210	R25.2	15461-01-02

DOCUMENTARY TRANSFER TAX \$0.00
 Computed on full value of property conveyed or
 Computed on full value less lien and encumbrance
 remaining at the time of sale.

The State of California, acting by and through its Director of Transportation, hereinafter called STATE, hereby grants to

County of San Bernardino, a body corporate and politic,
 a corporation organized and existing under and by virtue of the laws of the State of California,
 hereinafter called GRANTEE, that real property in the City of Rialto, County of San Bernardino, State of
 California, described as follows:

See Exhibit "A", attached.

The real property described in said Exhibit "A" was acquired by an inadvertence and mistake in a Final
 Order of Condemnation from the County of San Bernardino to STATE, recorded in Document No. 2008-
 0249768, Official Records of the County of San Bernardino County, State of California

STATE paid no consideration for the real property herein described.

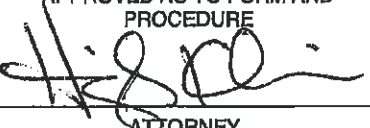
08-SBd-210-R25.2-15461-5 (15461-01-02)

MAIL TAX
 STATEMENTS TO:
 Not applicable



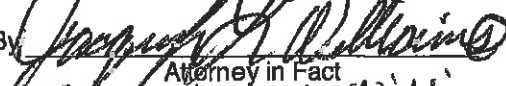

Number
15461-01-02

Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

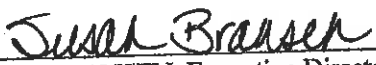
Dated 9-1-16
 APPROVED AS TO FORM AND
 PROCEDURE

 ATTORNEY
 DEPARTMENT OF TRANSPORTATION

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

By 
 Director of Transportation

 By 
 Attorney in Fact


THIS IS TO CERTIFY that the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed at its meeting regularly called and held on the 17th day of August 2016, in the city of San Diego.

Dated this 17th day of August 2016.


 SUSAN BRANSEN, Executive Director
 CALIFORNIA TRANSPORTATION COMMISSION

ALL CAPACITY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On SEPTEMBER 7, 2016 before me, THALIA H. MCELROY, NOTARY PUBLIC

personally appeared JACQUELYN L. WILLIAMS

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/(he)/their authorized capacity(ies), and that by his/(he)/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.

Thalia H. McElroy
Signature of officer

(Seal)

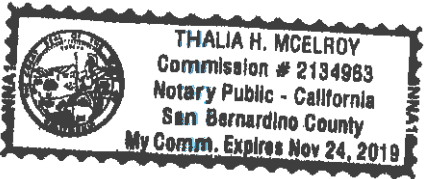


EXHIBIT "A"

That portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, described as follows:

COMMENCING at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue, 60.00 feet wide; thence North 00°22'22" West, 152.780 meters along said westerly line to a point on a non-tangent curve, concave northwesterly and having a radius of 3013.411 meters, a radial line of said point bears South 01°02'57" East; thence Easterly 192.186 meters along said curve through a central angle of 03°39'15"; thence North 85°17'48" East, 88.875 meters to the **TRUE POINT OF BEGINNING**; thence South 02°22'17" East, 59.225 meters; thence North 84°15'03" East, 8.743 meters; thence North 14°45'58" West, 19.322 meters; thence North 02°22'17" West, 40.024 meters; thence South 85°17'48" West, 4.584 meters to the **TRUE POINT OF BEGINNING**.

RESERVING THEREFROM a drainage easement to the State of California, its successors and assigns, upon, over and across the above described parcel.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature

Trent E. Lenfestey
Professional Land Surveyor

Date

JUNE 21, 2016





COUNTY OF SAN BERNARDINO
ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: 9/8/16

By: [Signature]
Terry W. Thompson, Director
Real Estate Services Department

EXHIBIT "C"
Grand Deed

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City of Rialto
Development Services Department
150 S. Palm Avenue
Rialto, CA 92376

Record without fee subject to
Gov't Code 6103

A.P.N: 1119-241-01(ptn) 1119-241-02 (ptn)	GRANT DEED	Dept. Code: 12000
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The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City of Rialto

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California ("GRANTOR"), hereby GRANTS to the CITY OF RIALTO, a California municipal corporation ("GRANTEE"), subject to the terms and conditions set forth below, the real property in the City of Rialto, County of San Bernardino, State of California, described on Exhibit "A" and shown on Exhibit "A-1," both of which are attached hereto and made a part hereof by this reference (the "Real Property").

THE REAL PROPERTY IS CONVEYED TO GRANTEE RESERVING UNTO AND FOR GRANTOR an EASEMENT for ingress, egress, construction, reconstruction, installation, replacement, operation, sampling, maintenance, and monitoring of extraction and reinjection wells and a pipeline conveyance system and appurtenances and incidents thereto, to allow GRANTOR perpetual access to the groundwater system improvements for the purpose of complying with Regional Water Quality Control Board – Santa Ana Region CAO 98-96 and any subsequent orders, directives or other requirements issued by a court, regulatory agency or other governmental authority of competent jurisdiction, over, under and across the Real Property, described on Exhibit "B" and shown on Exhibit "B-1, both of which are attached hereto and incorporated herein by this reference (the "Easement Area").

COUNTY OF SAN BERNARDINO

By: _____
James Ramos, Chairman
Board of Supervisors

Date: _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

N/A		
Name	Street Address	City & State

EXHIBIT "A"
Real Property Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION
CASMALIA PROPERTY (REMAINDER PARCEL)
INCLUDING UNDERLYING FEE OF DRAINAGE EASEMENT (FUTURE)

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, OCTOBER 14, 1875;

SAID PORTION LYING NORTHERLY OF ROUTE 210 AND SOUTHERLY OF CASMALIA STREET AS SHOWN ON COUNTY SURVEYOR'S PLAT 10100-1 THROUGH 5 RECORDED MARCH 24TH, 2011 IN THE OFFICE OF THE SAN BERNARDINO COUNTY SURVEYOR;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 29;

THENCE NORTHERLY ALONG THE CENTER OF SECTION AND PALMETTO AVENUE (VACATED) NORTH 00°22'35" WEST A DISTANCE OF 379.29 FEET TO THE NORTH RIGHT OF WAY LINE OF ROUTE 210, POINT ALSO BEING THE NORTH RIGHT OF WAY OF CACTUS CHANNEL AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 89°45'37" EAST A DISTANCE OF 828.37 FEET;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 84°14'53" EAST A DISTANCE OF 558.46 FEET;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 78°13'56" EAST A DISTANCE OF 1000.53 FEET;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 85°24'38" EAST A DISTANCE OF 218.09 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE NORTH 46°25'25" EAST A DISTANCE OF 27.16 FEET, TO AN ANGLE POINT IN THE WESTERLY RIGHT OF WAY OF ALDER AVENUE, BEING VARIED IN HALF WIDTH;

THENCE ALONG THE WESTERLY RIGHT OF WAY OF ALDER AVENUE NORTH 00°25'17" WEST A DISTANCE OF 247.54 FEET, TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE NORTH 47°58'30" WEST A DISTANCE OF 67.03 FEET, TO AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET, BEING VARIED IN HALF WIDTH;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 77°57'27" WEST A DISTANCE OF 318.68 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION
CASMALIA PROPERTY (REMAINDER PARCEL)
INCLUDING UNDERLYING PIECE OF DRAINAGE EASEMENT (FUTURE)

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 74°02'59"
WEST A DISTANCE OF 905.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE
NORTHWESTERLY AND HAVING A RADIUS OF 1684.57 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTHWESTERLY
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°14'49" A DISTANCE OF 330.67 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 85°17'48"
WEST A DISTANCE OF 414.32 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE
NORTHWESTERLY AND HAVING A RADIUS OF 9887.41 FEET;

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY OF CASMALIA STREET SOUTHWESTERLY
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°39'13" A DISTANCE OF 630.51 FEET TO THE
CENTER OF SECTION LINE, AND PALMETTO AVENUE (VACATED);

THENCE SOUTHERLY ALONG THE CENTER OF SECTION AND PALMETTO AVENUE (VACATED) SOUTH
00°22'35" EAST A DISTANCE OF 151.87 FEET TO THE NORTH RIGHT OF WAY LINE OF CACTUS CHANNEL
AND THE TRUE POINT OF BEGINNING;

SUBJECT TO ALL OTHER EASEMENTS AND OFFERS OF DEDICATION OF RECORD;

CONTAINING A TOTAL AREA OF 13.22 ACRES MORE OR LESS;

AS SHOWN ON EXHIBIT "B" AND BY THIS REFERENCE MADE A PART THEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

BY: _____ DATED _____
TREVOR A. LEJA, PLS 8869
DEPUTY COUNTY SURVEYOR

Job No.
JL 11444
Prepared by:
T.A.L. 2/17/16

EXHIBIT "A-1"
Real Property Depiction

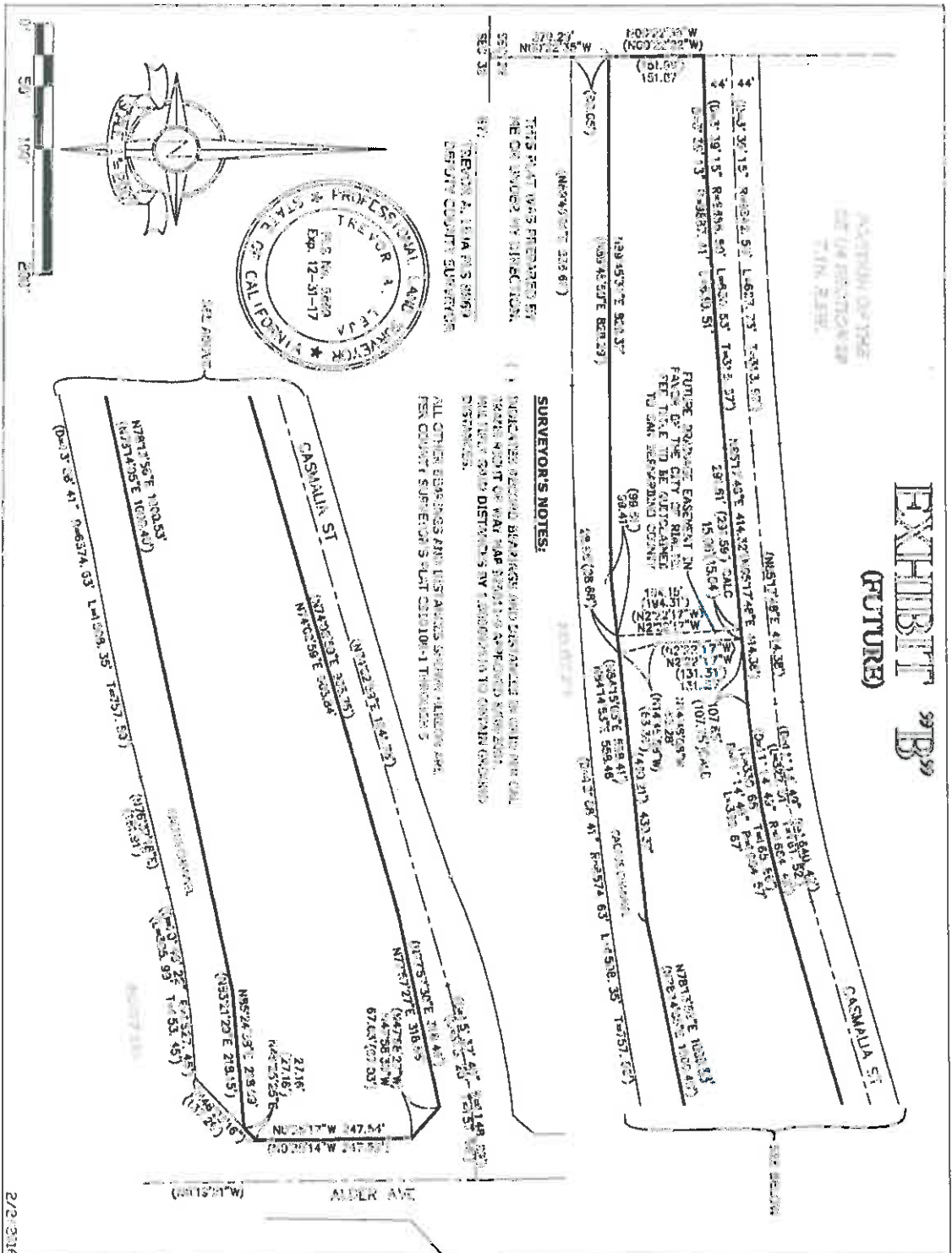


EXHIBIT "B"
(FUTURE)

SURVEYOR'S NOTES:

ALL OTHER EASEMENTS AND DISTANCES SHOWN HEREON ARE FOR COUNTY SUPERVISOR'S PLAT 201010-1 THROUGH 5.

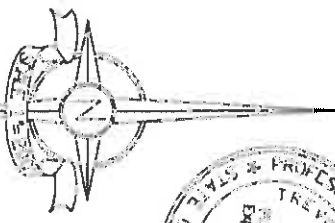


EXHIBIT "B"
Easement Area Legal Description

**[LEGAL DESCRIPTION TO BE DELINEATED WITH SPECIFICITY ON OR BEFORE
THE TERMINATION OF THE DUE DILIGENCE PERIOD HEREUNDER]**

EXHIBIT "B-1"
Easement Area Depiction

LOCATION MAP
PORTION OF 1119-241-01 AND 02 - City of Rialto

