

## **PURCHASE AND SALE AGREEMENT**

### **ALLEN PROPERTIES - HIDDEN SPRINGS, LLC**

This Purchase and Sale Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date"), by and between **THE CITY OF RIVERSIDE**, a California charter city and municipal corporation, having a principal address at 3900 Main Street, Riverside, California 92522 ("Seller") and **ALLEN PROPERTIES - HIDDEN SPRINGS, LLC**, a California limited liability company ("Buyer"). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

#### **ARTICLE I AGREEMENT OF SALE**

1.1 **Property.** Seller owns certain vacant property consisting of approximately 0.45 acres located near the intersection of Pearblossom Drive and El Cerrito Drive, known as Assessor's Parcel Number 253-210-015, Riverside, California ("Property"), more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

1.2 **Intention.** Buyer desires to purchase in fee the Property subject to a 10' storm drain easement and Covenants, Conditions, and Restrictions ("CC&Rs") to restrict the Property to recreational open space use. Seller desires to sell and convey the Property to Buyer.

1.3 **Due Diligence.** Buyer shall have forty five (45) days from the Effective Date ("Contingency Date") to perform, in its sole discretion, its due diligence review of the condition of Property and all other matters concerning the Property, including without limitation, economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Prior to the Contingency Date, Buyer shall have made such inquiries, communicated with local, state and federal government agencies as it sees fit, retained such consultants, and taken such actions as Buyer deems necessary or appropriate to enter into this Agreement. Should Buyer, its contractors, consultants and agents require entry upon the Property for the purpose of surveying the same, making engineering and environmental tests and conducting such other investigations as approved by Seller, Buyer shall first obtain a Right of Entry from Seller and provide such insurance as Seller may require and hold Seller harmless from any liability which may arise due solely to such entry. Seller authorizes Buyer to make all inquiries of appropriate governmental authorities with respect to the Property, as Buyer, in its good faith and reasonable judgment deems necessary to satisfy itself as to the condition of title to the Property and the feasibility of any proposed development on the Property. On or before the Contingency Date, Buyer shall deliver written notice to Seller accepting the Property, or terminating this Agreement. If Buyer fails to give such notice on or before the Contingency Date, Buyer shall be deemed to have accepted the Property and proceed with this Agreement.

1.4 **Assumption of the Risk.** Subject to the other provisions of this Agreement, Buyer agrees, that by its acceptance of the Property under Section 1.3, it assumes the risk that an

adverse condition of the Property may not have been revealed by its own Due Diligence. On Buyer's acceptance, Seller shall have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including defects in improvements, noncompliance with applicable laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's Due Diligence.

1.5 Buyer acknowledges that prior to any sale of the Property, Buyer must process a parcel merger to merge Buyer's property with the Property. To ensure compliance, Buyer shall execute and record at closing a Covenant to restrict the use of the Property to Recreational Open Space and the sale of the Property with the adjacent property, a sample of which is attached as Exhibit "B" attached hereto and incorporated herein by reference. Buyer further acknowledges that the Property is subject to a 10' storm drain easement, the same of which will be reserved in the conveyance deed to Buyer.

## **ARTICLE II PURCHASE PRICE AND ESCROW**

2.1 **Purchase Price.** The total purchase price to be paid by Buyer to Seller for the Property shall be the sum of Five Thousand Dollars (\$5,000.00) ("Purchase Price"). The Purchase Price shall be payable to Seller in immediately available funds in accordance with the provisions and requirements of this Agreement.

2.2 **Escrow.** Upon execution of this Agreement by the parties, Seller shall open an escrow ("Escrow") with an escrow company of Seller's choosing ("Escrow Holder") for the purpose of consummating this Agreement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control.

## **ARTICLE III CLOSING**

3.1 **Closing Date.** The transaction shall close on or before sixty (60) days following the Effective Date ("Closing"). If the transaction is not in a condition to close by the Closing, any party who is not then in default, upon notice in writing to the other party may cancel the transaction.

### **3.2 Closing Documents.**

3.2.1 Seller, prior to the Closing, shall have prepared each of the following items:

(a) a quitclaim deed sufficient for recording, conveying the Property;  
and

(b) all additional documents and instruments which may be reasonably necessary to consummate the sale of the Property in accordance with the terms of this Agreement.

3.2.2 Buyer, prior to the Closing, shall deliver to Seller each of the following items, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

(a) the Purchase Price to be paid to Seller and other cash charges provided for in this Agreement;

(b) all additional documents and instruments which may be reasonably necessary for the Closing and to consummate the sale of the Property in accordance with the terms of this Agreement.

3.3 **Taxes.** Buyer understands and acknowledges that Seller, as a municipal corporation, is not being assessed for any real property taxes or for any special assessments. However, upon the Closing, Buyer understands and acknowledges that real property taxes and special assessments will be assessed against the Property and Buyer will be responsible for the same. Buyer agrees to hold Seller harmless for any and all real property taxes and/or special assessments on the Property assessed on and after Closing.

3.4 **Condition of Title.** Seller shall convey fee simple merchantable and insurable title of the Property. Buyer, should it so choose, can open a title order with a company of its choice for the issuance of a title policy for the Property.

3.5 **Costs.** At the Closing, Buyer shall be responsible for: (i) all recording fees and any and all state, county, and local governmental transfer taxes, documentary or otherwise, and/or the cost of documentary stamps to be affixed to the instrument or instruments of conveyance; (ii) the cost of Buyer's Title Policy premium and associated costs; (iii) any taxes disclosed in Section 3.3; (iv) all escrow fees and costs; and (v) any other expenses customarily charged to Buyer in connection with similar transactions including its own attorney's fees, if any.

3.6 **Brokerage Commissions.** Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party (Indemnifying Party), then the Indemnifying Party shall indemnify, defend, and hold the other party (Nonindemnifying Party) harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Nonindemnifying Party in connection with such claim.

**ARTICLE IV**  
**“AS-IS” PURCHASE**

4.1 **As-Is Information.** Buyer acknowledges, agrees, represents, and warrants that: (a) any information supplied or made available by Seller, whether written or oral, or in the form of maps, surveys, plats, soils reports, engineering studies, environmental studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property, any and all records and other documents pertaining to the use and occupancy of the Property, income thereof, the cost and expenses of maintenance thereof, and any and all other matters concerning the condition, suitability, integrity, marketability, compliance with law, or other attributes or aspects of the Property, or a part thereof, if furnished to Buyer, is furnished solely as a courtesy; (b) **THE INFORMATION IS PROVIDED ON AN “AS-IS, WHERE-IS” BASIS AND SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION;** and (c) no representations have been made by Seller, or its agents or employees, in order to induce Buyer to enter into this Agreement. Without limiting the generality of the foregoing, Buyer acknowledges, agrees, warrants and represents to Seller that neither the Seller nor its agents or employees have made any representations or statements to Buyer concerning the Property's investment potential or resale at any future date, at a profit or otherwise, nor has Seller or its agents or employees rendered any advice or expressed any opinion to Buyer regarding any tax consequences of ownership of the Property.

4.2 **As-Is Property.** On the Closing, Buyer will be familiar with the Property and will have made such independent investigations as Buyer deems necessary or appropriate concerning the Property. Seller makes no representations or warranties and specifically disclaims any representation, warranty or guaranty, oral or written, past, present or future with respect to the use, physical condition or any other aspect of the Property, including without limitation the structural integrity of any improvements, the manner, construction, condition, state of repair or lack of repair of any improvements, the conformity of any improvements to any plans or specifications, including but not limited to, any plans and specifications that may have been or which may be provided to Buyer, the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, the financial earning capacity or expenses history of the operation of the Property, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, the existence or nonexistence of hazardous waste or other toxic materials of any kind, whether known or unknown and whether or not regulated or governed by applicable laws (including, without limitation, hydrocarbons or asbestos), or any other matter affecting the condition, stability, suitability or integrity of the Property or portion thereof.

**4.3 Negligence or Failure to Investigate.** Seller shall not be responsible for any negligent misrepresentation or failure to investigate the Property on the part of Seller, any real estate broker or agent, or any other agent, contractor or employee of Seller or any third party.

**4.4 As-Is.** BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD AND ACCEPTED ON AN "AS-IS, WHERE-IS" BASIS, AND IS BEING ACCEPTED WITHOUT ANY REPRESENTATION OR WARRANTY. IF BUYER ELECTS TO PROCEED WITH THE PURCHASE OF THE PROPERTY, ANY OBJECTIONS WHICH BUYER MAY HAVE WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL MATTERS, HAZARDOUS SUBSTANCES, WASTES OR TOXIC MATERIALS THAT MAY BE LOCATED ON, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN) SHALL BE WAIVED BY BUYER.

**4.5 Past Uses.** BUYER EXPRESSLY ACKNOWLEDGES AND AGREES AS PART OF ITS ACCEPTANCE OF THE PROPERTY ON AN "AS-IS, WHERE-IS" BASIS THAT BUYER IS AWARE OF ALL PRIOR USES OF THE PROPERTY THAT MAY LEAD TO CONTAMINATION OF THE PROPERTY. BUYER HAS OBTAINED AND READ ALL ENVIRONMENTAL ASSESSMENTS REGARDING THE PROPERTY WHICH A REASONABLY DILIGENT BUYER WOULD HAVE OBTAINED PRIOR TO THE PURCHASE THEREOF. BUYER ASSUMES ALL RESPONSIBILITY FOR ANY CONTAMINATION THAT IS PRESENT ON THE PROPERTY DUE TO PRIOR AND/OR EXISTING USES OF THE PROPERTY.

**4.6 Waivers.** AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY AND IT IMPROVEMENTS. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS AND CLAIMS OF EVERY KIND AND TYPE, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ANY RIGHTS AND CLAIMS RELATING OR ATTRIBUTABLE TO ENVIRONMENTAL CONDITIONS, ALL OTHER ACTUAL OR LATER CREATED OR CONCEIVED OR STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS.

**BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:**

**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.”**

**BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SAID SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING ACKNOWLEDGMENTS, WAIVERS AND RELEASES SET FORTH IN THIS ARTICLE 4.**

  
Buyer's Initials

**ARTICLE V  
REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

**5.1 Seller's Representations, Warranties and Covenants.** Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, and upon the Closing, as follows, all of which shall survive the Closing:

5.1.1 Seller is a municipal corporation and has the full power and authority to enter into and carry out the agreements contained in, and transactions contemplated by, this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Seller have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Seller.

5.1.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or to the best of Seller's knowledge, pending in any current judicial or administrative proceeding against Seller.

5.1.3 Seller has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property.

5.1.4 To Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under, or about the Property, except as disclosed to Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Buyer's obligations hereunder. Prior to the Closing, Seller shall notify Buyer of any facts or circumstances which are contrary to the foregoing representations and warranties.

**5.2 Buyer's Representations and Warranties.** Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, and upon the Closing, as follows, all of which shall survive the Closing:

5.2.1 The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Buyer have full power and authority to do so. This

Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

5.2.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to the best of Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Seller's obligations hereunder. Prior to the Closing, Buyer shall notify Seller of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.3 **No Warranties.** Except for those representations and warranties expressly set forth in this Agreement, the parties understand and acknowledge that no person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges that no person has made any representations, agreement, statement, warranty, guaranty or promise regarding the Property or the transaction contemplated herein, or regarding the zoning, construction, development, physical condition or other status of the Property. Without limiting the generality of the foregoing, Seller makes no representation or warranties with respect to the amount or types of fees required to obtain building permits or otherwise to rezone and develop the Property.

## **ARTICLE VI DEFAULTS**

6.1 **Default.** A party shall be deemed in default hereunder if any of the warranties or representations set forth herein are or become untrue or if it fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other than a default by the other party hereunder or termination of this Agreement prior to Closing.

6.2 **Opportunity to Cure.** No act, failure to act, event or circumstance which might be deemed to be a default by either party shall be deemed to be a default under any of the provisions of this Agreement, unless and until, notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within fifteen (15) days in the case of a non-monetary default, or five (5) days in the case of a monetary default.

6.3 **Remedies.** If Buyer is deemed to be in default hereunder, Seller shall be entitled to termination of this Agreement, at its discretion.

6.4 **Waiver of Right to Specific Performance.** If Seller fails to convey the Property to Buyer in accordance with the provisions of this Agreement, and such failure constitutes a default under this Agreement, Buyer hereby waives its right to receive any equitable relief, including without limitation the right to record a lis pendens against the Property under applicable law or to pursue the specific performance of this Agreement.





**7.7 Governing Law and Venue.** The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

**7.8 Entirety.** This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

**7.9 Amendments.** This Agreement may be amended or supplemented only by written documents signed by the parties.

**7.10 Severability.** If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

**7.11 Further Acts.** In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated herein.

**7.12 Construction.** No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

**7.13 Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.

**7.14 Attorneys' Fees.** In the event that any party hereto institutes an action or proceeding to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing

party in such action shall recover all costs thereof, including reasonable attorneys' fees and costs incurred, in addition to any other damages or relief awarded.

**7.15 Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

**7.16 Nondiscrimination.** The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical or mental disability, medical conditions, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

**7.17 Ratification.** This Agreement may be subject to the approval and ratification by the City Council of the City of Riverside. In the event the City Council fails to approve this Agreement, there shall be no liability on the part of the Seller and this Agreement shall become null and void and of no further force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

**Seller:**

THE CITY OF RIVERSIDE, a  
California charter city and  
municipal corporation

By \_\_\_\_\_  
City Manager

ATTESTED TO:

By \_\_\_\_\_  
City Clerk

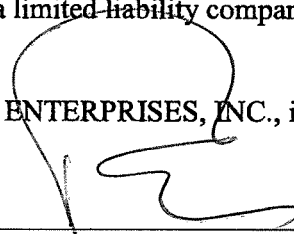
APPROVED AS TO FORM:


  
\_\_\_\_\_  
Supervising Deputy City Attorney

**Buyer:**

ALLEN PROPERTIES-HIDDEN SPRINGS, LLC,  
a California limited liability company

By: P.F.C. ENTERPRISES, INC., its Manager

  
By \_\_\_\_\_  
Paul C. Allen, President

  
By \_\_\_\_\_  
Frank E. Allen, Secretary

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CA: 13-1196  
Rev: 6/20/13

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

EXHIBIT "A"

A.P.N. 253-210-015

Quitclaim Deed

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

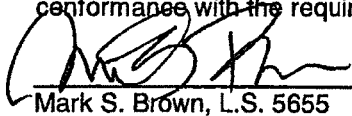

Lot 48 of Tract 3081, as shown by map on file in Book 54, Pages 56 through 59 of Maps, records of Riverside County, California;

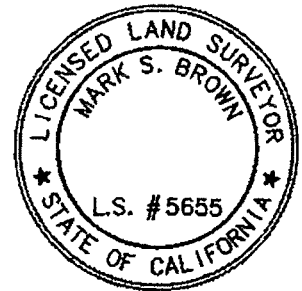
RESERVING THEREFROM a permanent easement and right of way for storm drain facilities lying within the southwesterly 10.00 feet of said Lot 48;

SUBJECT TO those certain easements and rights of way in favor of the City of Riverside by Drainage Easement document recorded September 29, 1967, as Instrument No. 86324 of Official Records of Riverside County, California;

ALSO SUBJECT TO those certain rights in favor of Riverside County Flood Control and Water Conservation District as described in Grant Deed recorded October 6, 1967, as Instrument No. 88337 of Official Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/17/2012 Prep.   
Mark S. Brown, L.S. 5655 Date



EL CERRITO DR

TRACT NO. 4733-R  
M.B. 75/6-7  
RIV. CO.

PEAR BLOSSOM DR

TRACT 3081  
M.B. 54/56-59

48

APN: 253-210-015

(A)

(B)

A-10' STORM DRAIN ESMT.  
9-29-1967#86324 O.R.

B-10' INGRESS/EGRESS  
ESMT.  
10-6-1967#88337 O.R.

◆ CITY OF RIVERSIDE, CALIFORNIA ◆

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

Sheet 1 of 1



**EXHIBIT "B"**  
**SAMPLE COVENANT TO RESTRICT USE OF PROPERTY**

WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, CA 92522

Project: Pearblossom & El Cerrito Drives  
Tract 4733-R  
APN: 253-210-015

For Recorder's Office Use Only

**COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
TO RESTRICT PROPERTY TO RECREATIONAL OPEN SPACE  
AND TO HOLD PROPERTY AS ONE**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by ALLEN PROPERTIES - HIDDEN SPRINGS, LLC, a California limited liability company, ("Declarant") with reference to the following facts.

**RECITALS**

A. In 1965, Tract 3081 was created to divide approximately 26 acres of land into sixty-five lots. On September 17, 1969, the City acquired Lot 48 of Tract 3081 in Riverside, California APN 253-210-015 ("Recreational Property") as legally described and depicted on Exhibit "A" attached hereto and incorporated herein by reference.

B. On July 20, 1972, the City's Planning Commission approved the development of Tract 4733-R, which included former Tract 3081, Lots 45-47 and 49-53 for development of a 112 unit apartment complex. The development of Tract 4733-R excluded the Recreational Property since it was to be used by the surrounding community of The Village at Canyon Crest for recreational use.

C. The Village at Canyon Crest Homeowner's Association ("HOA") was responsible for the prior maintenance of the Recreational Property. However, the HOA no longer exists and does not maintain the Recreational Property.

D. On December 29, 2006, Declarant purchased the 112 unit apartment complex and believing the Recreational Property was part of the purchase, began to maintain the Recreational Property, along with the apartment complex.

E. The City has no use for the Recreational Property as a recreational facility due to its



to the subject Recreational Property, without any rights herein being deemed personal to any of them.

5. Deemed Consent. Any person who now or hereafter owns or acquires any right, title or interest in or to the Recreational Property shall be deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not any reference to this Covenant is contained in the instrument by which such person acquired an interest in the Recreational Property.

6. Consent of City. This Covenant shall not be modified, amended or terminated without the prior written consent of the Community Development Director of the City of Riverside, duly recorded.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

DECLARANT

ALLEN PROPERTIES - HIDDEN SPRINGS, LLC  
a California limited liability company

By: P.F.C. ENTERPRISES, INC., its Manager

By: \_\_\_\_\_  
Paul C. Allen, President

By: \_\_\_\_\_  
Frank E. Allen, Secretary

APPROVED AS TO FORM

APPROVED AS TO CONTENT

\_\_\_\_\_  
Kristi J. Smith  
Supervising Deputy City Attorney

\_\_\_\_\_  
Emilio Ramirez  
Interim Community & Economic  
Development Department

EXHIBIT "A"

A.P.N. 253-210-015  
Quitclaim Deed

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

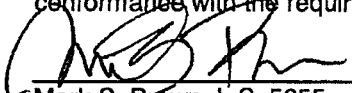


Lot 48 of Tract 3081, as shown by map on file in Book 54, Pages 56 through 59 of Maps, records of Riverside County, California;

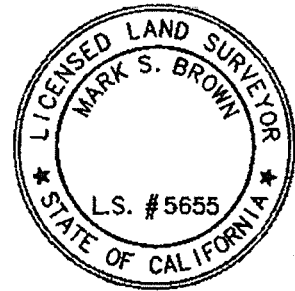
RESERVING THEREFROM a permanent easement and right of way for storm drain facilities lying within the southwesterly 10.00 feet of said Lot 48;

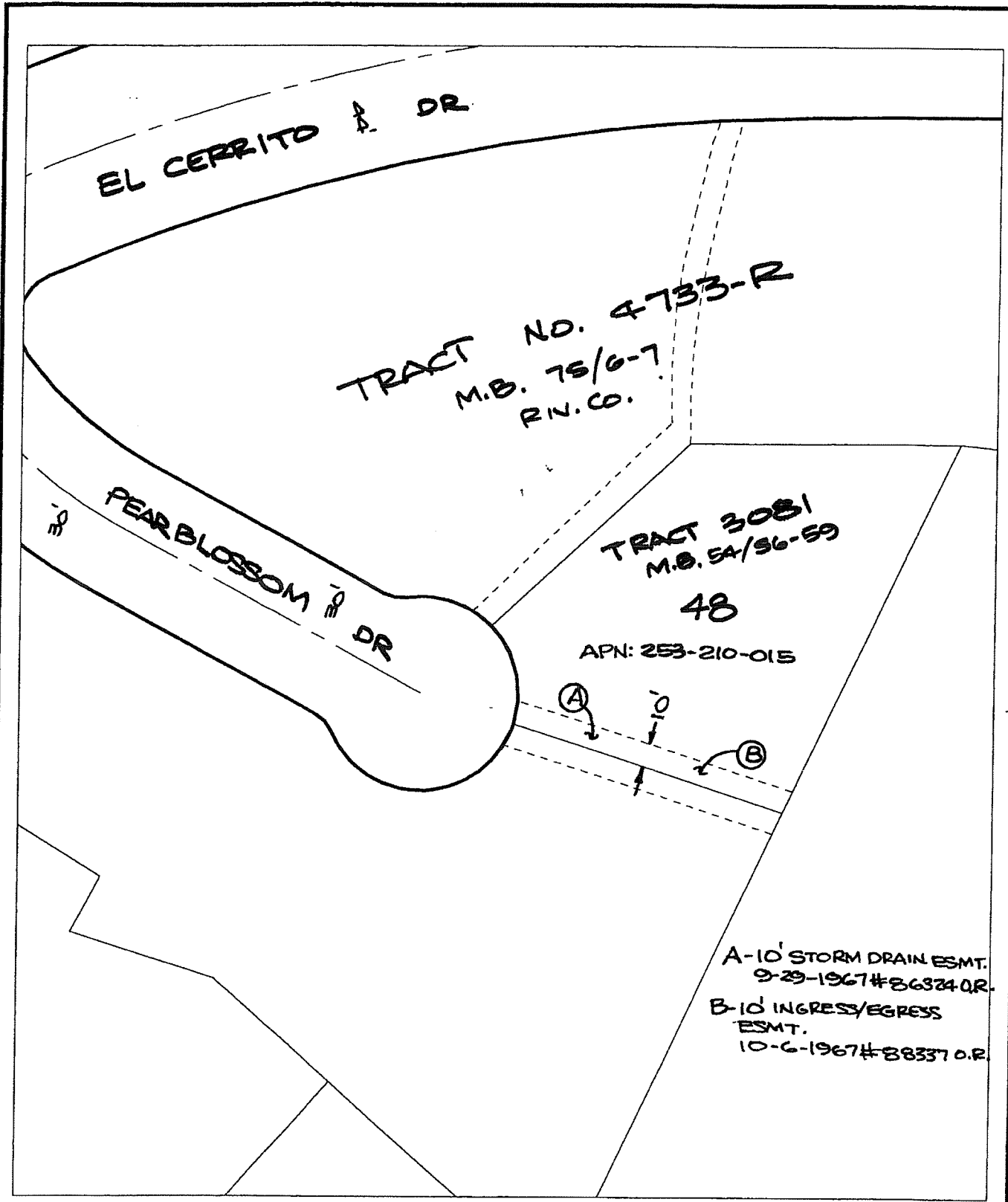
SUBJECT TO those certain easements and rights of way in favor of the City of Riverside by Drainage Easement document recorded September 29, 1967, as Instrument No. 86324 of Official Records of Riverside County, California;

ALSO SUBJECT TO those certain rights in favor of Riverside County Flood Control and Water Conservation District as described in Grant Deed recorded October 6, 1967, as Instrument No. 88337 of Official Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/17/2012 Date  Prep.   
Mark S. Brown, L.S. 5655





◆ CITY OF RIVERSIDE, CALIFORNIA ◆

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

Sheet 1 of 1



Scale: N.T.S.

Drawn by: skn

Date: 06/22/12

Subject: LOT 48 DEED

**Exhibit "B"**  
**Declarant's Property**

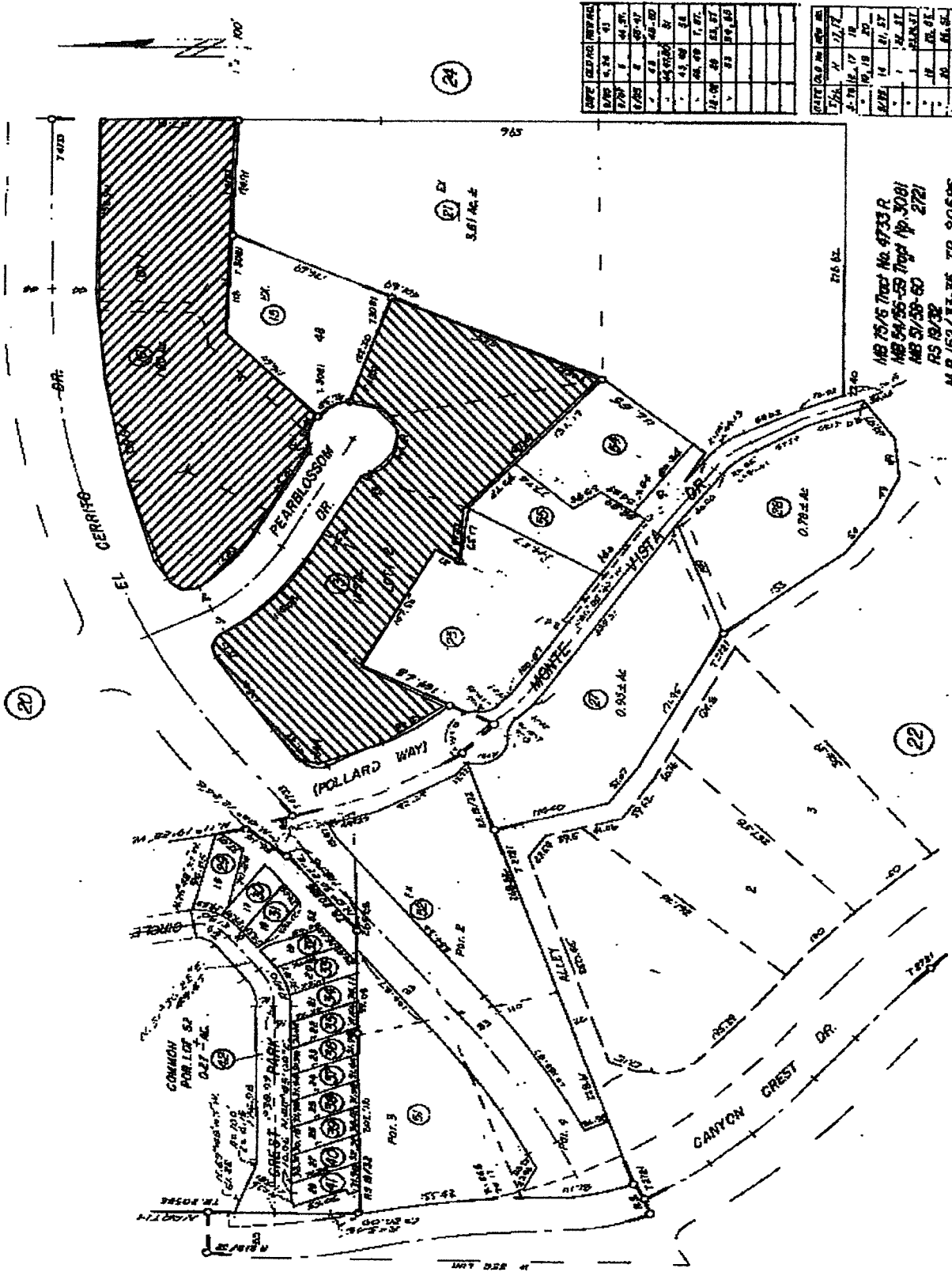
**Lots 1 and 2, as shown by Tract No. 4733-R on file in Book 75, Pages 6 and 7 of Maps, records of Riverside County identified as Riverside County Assessor's Parcel Numbers 253-210-013 and 253-210-016 highlighted on attached parcel map.**

R-24-5  
253-21

T.R.A. 913

FOR NW 1/4 SEC. 32. T.2S, R.4W.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY



DATE	ASST.	NO.	AC.
1/24	7	2177	
2/18	17	18	
3/18	14	51	57
4/18	1	32	31
5/18	18	18	18
6/18	20	18	18
7/18	20	18	18
8/18	20	18	18
9/18	20	18	18
10/18	20	18	18
11/18	20	18	18
12/18	20	18	18

DATE	ASST.	NO.	AC.
1/24	7	2177	
2/18	17	18	
3/18	14	51	57
4/18	1	32	31
5/18	18	18	18
6/18	20	18	18
7/18	20	18	18
8/18	20	18	18
9/18	20	18	18
10/18	20	18	18
11/18	20	18	18
12/18	20	18	18

187 75/15 Tract No. 4733 R.  
188 54/55-59 Tract No. 3081  
189 57/58-60  
RS 18732  
M.B. 152/33-35 TR. 20586  
NOV 1973

ASSESSOR'S MAP BK. 253 PG. 21  
RIVERSIDE COUNTY, CALIF.

When recorded mail to:

Surveyor's Office  
Public Works Department  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

\_\_\_\_\_  
FOR RECORDER'S OFFICE USE ONLY

**NOTE TO COUNTY RECORDER:**

**DO NOT ACCEPT FOR RECORDING IF AN ADDITIONAL COVER SHEET IS ATTACHED.**

Project: Lot 48-QCD

A.P.N. 253-210-015

**DX -**

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a California charter city and municipal corporation, does hereby remise, release, and forever quitclaim to Allen Properties-Hidden Springs, LLC, a California limited liability company, the real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated \_\_\_\_\_ 201 \_\_\_\_\_

CITY OF RIVERSIDE,  
a California charter city and municipal corporation

By \_\_\_\_\_  
Deanna Lorson, Assistant City Manager for  
Scott C. Barber, City Manager

Attest \_\_\_\_\_  
Colleen J. Nicol, City Clerk

State of California

County of \_\_\_\_\_

} ss

On \_\_\_\_\_, before me, \_\_\_\_\_,  
notary public, personally appeared, \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Signature

EXHIBIT "A"

A.P.N. 253-210-015  
Quitclaim Deed

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

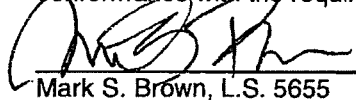
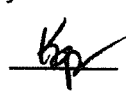
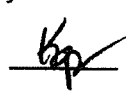
Lot 48 of Tract 3081, as shown by map on file in Book 54, Pages 56 through 59 of Maps, records of Riverside County, California;

RESERVING THEREFROM a permanent easement and right of way for storm drain facilities lying within the southwesterly 10.00 feet of said Lot 48;

SUBJECT TO those certain easements and rights of way in favor of the City of Riverside by Drainage Easement document recorded September 29, 1967, as Instrument No. 86324 of Official Records of Riverside County, California;

ALSO SUBJECT TO those certain rights in favor of Riverside County Flood Control and Water Conservation District as described in Grant Deed recorded October 6, 1967, as Instrument No. 88337 of Official Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

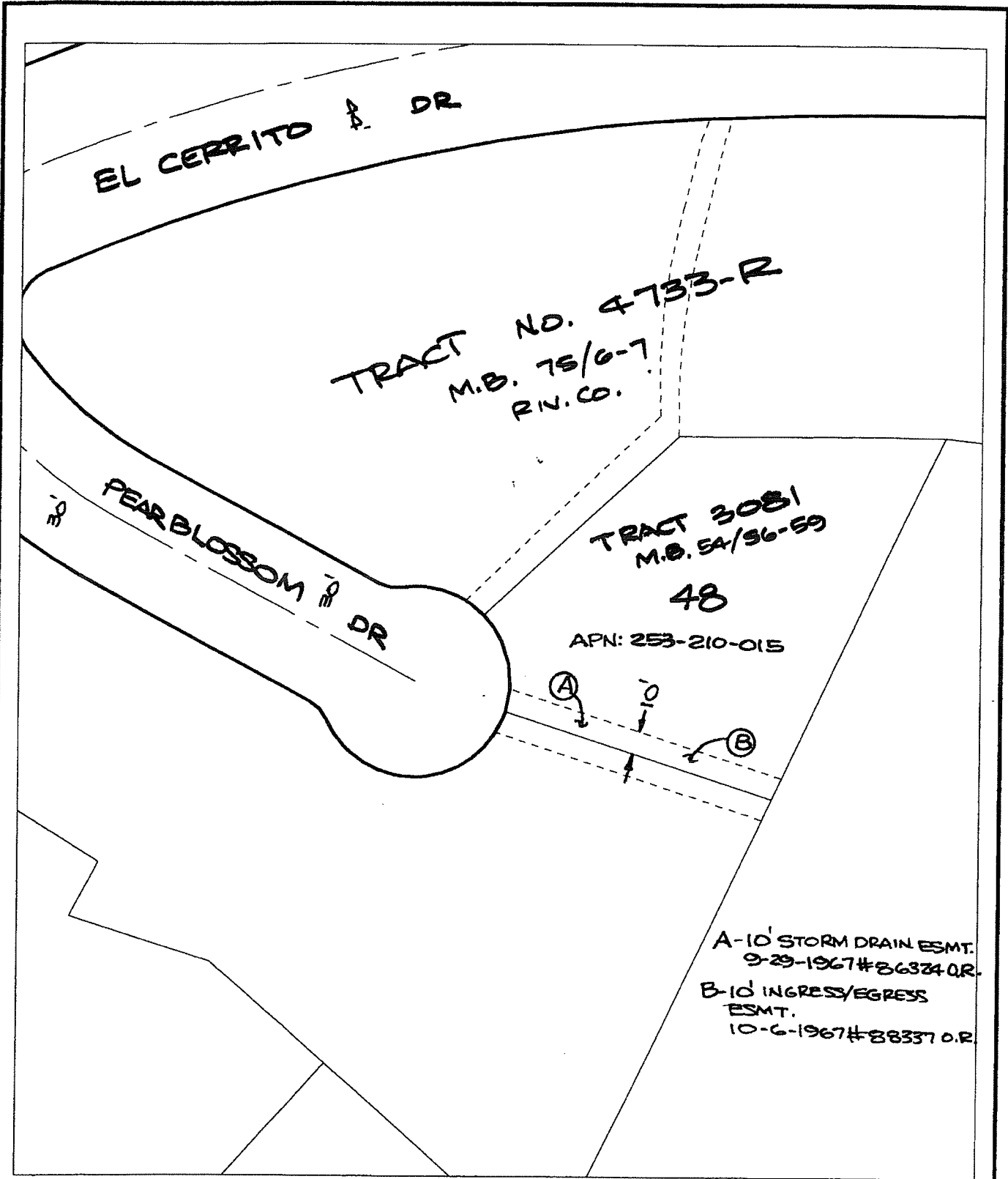
 9/17/2012 Date  Prep. 

Mark S. Brown, L.S. 5655

Date







◆ CITY OF RIVERSIDE, CALIFORNIA ◆

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

Sheet 1 of 1



Scale: N.T.S.

Drawn by: sken

Date: 06/22/12

Subject: LOT 48 DEED