

4.33 Acres Along Clearwater Parkway Devore, CA

Real Estate Public Auction Bid Package

CONTENTS

DOCUMENTS

BID SHEET

DRAFT PURCHASE AND SALE AGREEMENT

BID PACKAGE TO PURCHASE REAL PROPERTY

PUBLIC AUCTION DATE: NOVEMBER 12, 2020

The information contained in this package was obtained from sources deemed reliable, but is **NOT** guaranteed, and is furnished solely as an aid to prospective buyers.

MINIMUM BID - \$250,000

BIDDING PROCEDURES:

1. Complete the Bid Package to Purchase Real Property.
2. Enclose the completed form and the required deposit of \$25,000 by certified or cashier's check in an envelope using the address and identification at the bottom of this page. **NO CASH DEPOSIT WILL BE ACCEPTED.**
3. Make deposits payable to: **County of San Bernardino**
4. The bidder's name and mailing address should be shown on the upper left-hand corner of the envelope.
5. **ENVELOPES NOT PROPERLY MARKED, OR OPENED PRIOR TO THE SALE MAY BE DISQUALIFIED.**
6. **Send by certified mail, or hand deliver with check and Bid to Purchase Real Property to arrive not later than 5:00 p.m., November 11, 2020 to:**

County of San Bernardino
Real Estate Services Department
Attn: Brandon Ocasio
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
(909) 677-0477
brandon.ocasio@res.sbcounty.gov

OR hand deliver to bid opening not later than 10:00 a.m., November 12, 2020
at the auction to be held at:

**County of San Bernardino
Board Chambers
385 N. Arrowhead Avenue, 1st Floor
San Bernardino, CA 92415**

7. Bids must be made by a principal desiring to purchase the property or by an agent bearing a notarized authorization or power of attorney, signed by the principal, authorizing the agent to act on the principal's behalf.
8. Minor irregularities in these procedures may be waived at the sole option of the County of San Bernardino Real Estate Services Department when such irregularities are not in conflict with law.
9. Oral bids will be accepted in accordance with Government Code Section 25531 outlined on the last page of this bid package.

SEALED BID:

To be opened at 10:00 a.m.
Auction Date: November 12, 2020
File No.: 2100 3975

Location of Auction:

County of San Bernardino
Board Chambers
385 N. Arrowhead Avenue, 1st Floor
San Bernardino, CA 92415

Please direct any questions regarding this bid package to:

Attn: Brandon Ocasio
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
(909) 659-4676
brandon.ocasio@res.sbcounty.gov

BID TO PURCHASE REAL PROPERTY

PROPERTY APN(s): Portion of APN 0239-031-55

MINIMUM BID: \$250,000

REQUIRED DEPOSIT: \$25,000 (submit with bid in the form of a cashier's or certified check)

TERMS & CONDITIONS: **Bidder's Duty of Due Diligence:** The property being offered for sale at auction is offered and sold on an "as is" basis only. Therefore, each bidder shall alone bear the duty of due diligence to inspect the property offered for sale and investigate all title matters; judgment, nuisance abatement, tax, or other liens; encumbrances; easements; covenants; restrictions; servitudes; boundaries; the existence, condition, and legal status of all improvements and appurtenances; compliance with all applicable zoning ordinances; building and other codes; permit requirements; notices of violation; other recorded notices; bankruptcy proceedings; and all other conditions affecting the property.

Each bidder who desires a survey of any property offered shall obtain the survey at his or her own expense. Each bidder bears the burden of determining the actual location of the property and its boundaries, property lines, and the actual location of all rights-of-way and easements affecting the property.

No Warranties by County: The property offered for sale at this auction is offered and sold on an "as is" basis only. The County assumes no liability and make no warranties whatsoever as to the property regarding each of the following:

1. The accuracy or veracity of its legal description; locations; boundaries and property lines;
2. The existence of any liens of any kind, easements, rights-of-way, servitudes, covenants, restrictions, or other encumbrances of any kind, whether or not recorded, affecting the property;
3. Its suitability for or the legality of any land use contemplated by the bidder or purchaser;
4. The status of compliance with all applicable local codes, permit requirements, zoning and land use regulations;
5. The status of compliance with all environmental regulations imposed by local, state, or federal law;

6. The status of compliance with procedural requirements concerning required notices and the sale itself.
7. The status of creditors' rights or the rights of the Trustee in any proceeding before the U.S. Bankruptcy Court;
8. The accuracy or veracity of any County or City General Plan Map or equivalent, County Assessor's Parcel map;
9. The accuracy or veracity of any other map, or any photograph;
10. The accuracy or veracity of any property profile or title report; and
11. The accuracy or veracity of any information presented in a County Property Information Management System (PIMS) report.

Bidder's Acknowledgment of, and Agreement to, Terms and Conditions: Each bidder participating in this auction sale shall be deemed to have read, acknowledged, and agreed to be bound by the Terms and Conditions for this auction sale as herein stated upon payment of the bid deposit.

This sale is subject to the approval of the County of San Bernardino Board of Supervisors (County). Buyer to pay all escrow and title fees and will be required to enter into a Purchase and Sale Agreement substantially in the attached form upon acceptance of the bid.

The successful bidder shall execute and deliver to the County within three (3) business days of delivery thereof by County to the successful bidder a PURCHASE AND SALE AGREEMENT prepared by the County.

BIDDING PROCEDURE

In accordance with California Government Code Section 25531, "Oral Bids", the following will apply with respect to the purchase of property:

Before accepting any written proposal, the board shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to purchase the property upon the terms and conditions specified in the resolution, for a price or rental exceeding by at least five percent, the highest written proposal which is made by a responsible person, such highest oral bid shall be finally accepted.

PLEASE COMPLETE THE BID INFORMATION BELOW

Name of Bidder:

Buyer Vesting on Title:

Address:

Phone Number:

Bid Amount:

\$.

Bidder Signature:

***Please submit with the required deposit of \$25,000 in the form of a certified or cashier's check.**

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
FOR AUCTION SALES**

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the “**Agreement**”) is dated as of _____, 2020 (the “**Effective Date**”), and is entered into by and between the **County of San Bernardino**, a body corporate and politic of the State of California (“**SELLER**”) and _____ (“**BUYER**”).

RECITALS

- A. SELLER is the owner of the fee simple interest in that certain property (portion of APN 0239-031-55) located along Clearwater Parkway in the unincorporated area of the County of San Bernardino known as Devore, California consisting of approximately 4.33 acres of land, (the “**Property**”), as shown on Exhibit “A”, attached hereto and made a part hereof by this reference.
- B. BUYER, the highest bidder, in accordance with California Government Code Section 25531, “Oral Bids”, is able to acquire from the SELLER, the Property for the highest bid price of \$_____.
- C. SELLER has determined that the Property is surplus to its needs, has complied with all conditions to offer the Property pursuant to the auction conducted by SELLER, and is authorized to sell the Property to BUYER for the highest bid in accordance with California Government Code Section 25526 et seq.
- D. SELLER and BUYER agree that the value set by the highest bid on the Property is \$_____ and BUYER agrees the purchase of the Property is **AS-IS**.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, the SELLER and BUYER hereby agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement, including the Bid to Purchase Real Property, attached hereto as Exhibit “B” and incorporated herein by this reference, and for the consideration set forth below, SELLER hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of SELLER in and to the Property (the “Transaction”).

The Property will be conveyed to BUYER when the Purchase Price is paid in full in accordance with this Agreement.

Section 3. Consideration.

As a condition to SELLER's performance hereunder, BUYER shall pay to SELLER total consideration in the amount of _____ AND 00/100 DOLLARS (\$_____) ("Purchase Price") for the Property. As part of the auction for the Property, BUYER has deposited with SELLER the amount of _____ AND 0/100 DOLLARS (\$_____) ("Deposit"). A portion of the Deposit, in the amount of One Hundred Dollars (\$100.00), will be referred to herein as the "Independent Contract Consideration" and, notwithstanding anything to the contrary contained herein, will not be refundable to the BUYER. From and after the Effective Date, in the event the Transaction contemplated hereby is consummated, the Deposit shall be credited against BUYER's payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by SELLER, on the terms and conditions of this Agreement.

Section 4. Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, Title Policy (as defined in Section 10, below), documentary stamps and recording fees are to be paid by BUYER.

(b) The transfer and sale of the Property shall take place through escrow (the "Escrow"), and such Escrow shall be administered by _____ (Phone: _____) ("Escrow Holder"). The Escrow for the Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by SELLER and BUYER. Notwithstanding the foregoing, SELLER shall deliver the fully-executed Agreement to the Escrow Holder within seven (7) days after the Effective Date. The date of Opening of Escrow shall be memorialized by Escrow Holder in writing and delivered to the parties.

(c) From and after the Effective Date of this Agreement, in the event the Transaction contemplated hereby is consummated, the Deposit shall be credited against BUYER's payment obligations hereunder.

(d) If this Agreement is terminated or Escrow is cancelled as a result of a default by the SELLER, then SELLER shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder and SELLER is authorized to release BUYER's Deposit, less the Independent Contract Consideration, to the BUYER without further or separate instruction to the Escrow Holder. **IF THIS AGREEMENT IS TERMINATED OR ESCROW IS CANCELLED SUBSEQUENT TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD FOR ANY REASON OTHER THAN THE SELLER'S DEFAULT, THEN BUYER SHALL BE SOLELY RESPONSIBLE TO THE ESCROW HOLDER FOR PAYMENT OF ALL CUSTOMARY AND REASONABLE ESCROW CANCELLATION CHARGES TO THE ESCROW HOLDER AND THE SELLER SHALL RETAIN THE ENTIRE DEPOSIT WITHOUT FURTHER OR SEPARATE INSTRUCTION TO THE ESCROW HOLDER.**

Consent of Escrow Holder: _____

Section 5. Due Diligence Period

(a) As used in this Agreement, the term "**Due Diligence Period**" shall refer to a period of time to expire at 5:00 p.m., Pacific Time, on the date which is sixty (60) days from the Opening of Escrow to allow the BUYER the opportunity to investigate the condition and suitability of the Property for BUYER's intended use. In the event BUYER finds the Property unsatisfactory for any reason, at its sole discretion, BUYER shall notify SELLER and Escrow Holder in writing

prior to the expiration of the Due Diligence Period and, thereafter, SELLER and BUYER shall have no further obligation to each other, Escrow shall be cancelled and this Agreement shall automatically terminate on the date of such election and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement; provided however that SELLER shall release the Deposit, less the Independent Contract Consideration, to BUYER and BUYER shall pay any Escrow cancellation charges. BUYER's failure to give written notice of termination to the SELLER on or before the expiration of the Due Diligence Period shall constitute an election by BUYER to waive the termination right contemplated under this Section 5(a) and proceed with this Agreement, subject to all of the other terms and conditions of this Agreement. The Deposit will immediately become non-refundable upon the expiration of the due diligence period and shall be retained by the SELLER in accordance with the terms and conditions of this agreement.

(b) SELLER hereby grants to BUYER for use by BUYER and its officers, directors, employees, agents, representatives, tenants, prospective tenants, contractors, and other persons accessing the Property by, through or with the permission or under the direction or auspices of BUYER, a limited and revocable license to enter upon the Property for purposes of (a) conducting BUYER's due diligence inspection and/or (b) obtaining data and making surveys and tests, including, without limitation, soil and groundwater testing, determined reasonably necessary by BUYER to permit it to determine the physical condition of the Property and any hazardous substances located thereon and to determine the suitability of the Property for development in accordance with BUYER's development plans, provided that, BUYER shall (i) give the SELLER forty eight (48) hours telephonic, electronic mail or written notice of any intended access which involves work on the Property; and (ii) conduct no Invasive Investigations without the written consent of the SELLER. In this regard, the term "**Invasive Investigations**" means and refers to environmental testing, sampling, invasive testing, or boring into the soils. If BUYER desires to conduct any Invasive Investigations it will first provide SELLER with a written statement describing the scope of any such Invasive Investigations. SELLER will not unreasonably withhold, condition or delay its consent to any such Invasive Investigations and will be deemed to have given its consent to the specified scope of such Invasive Investigations if SELLER does not (within three (3) business days following receipt of the proposed scope of such Invasive Investigations) give BUYER a written statement identifying those items to which SELLER has an objection.

Section 6. Close of Escrow.

(a) As used herein, "**Close of Escrow**" means and refers to the close of Escrow for the Property and the transfer of fee title to the Property by the SELLER to the BUYER pursuant to grant deed in the form of Exhibit "C" attached hereto (the "**Deed**"). The Close of Escrow shall take place on the Closing Date. The "**Closing Date**" shall mean the date on which the conditions set forth in this Agreement for the Close of Escrow and for the transfer of the Property have been satisfied, and the Deed is recorded by the Escrow Holder. The Property shall be transferred to BUYER at the Close of Escrow; provided that, within the periods of time set forth in this Agreement: (i) BUYER has not terminated this Agreement, (ii) SELLER is satisfied that the requirements under the California Environmental Quality Act, as amended, shall have been complied with, and (iii) all other conditions of the Close of Escrow set forth in this Agreement, including without limitation as set forth in Sections 6(b) and 6(c) below, have been met and BUYER has paid, or caused to be paid to the Escrow Holder all applicable Escrow costs relating to such closing. The Close of Escrow shall occur on a date that is no later than thirty (30) days after the expiration of the Due Diligence Period.

In the event all of the conditions set forth in Section 6(b) are not satisfied or waived as of the Closing Date, BUYER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement. Likewise, in the event all of the conditions set forth in Section 6(c) are not satisfied or waived as of the Closing Date, SELLER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement.

(b) Conditions to BUYER's Obligations. BUYER's obligation to consummate the Close of Escrow is conditioned on all of the following:

(1) SELLER's Closing Deliveries. At Close of Escrow, SELLER shall deliver the following to the Escrow Holder:

- (i) The Deed, executed and acknowledged by SELLER.
- (ii) Documentation to establish to the Escrow Holder's reasonable satisfaction the due authorization of the person(s) executing the instruments contemplated under this Section 6(b)(1) on behalf of SELLER.
- (iii) an affidavit of non-foreign status of SELLER under the Foreign Investment in Real Property Tax Act.
- (iv) a settlement statement showing both the SELLER's and the BUYER's credits and debits consistent with this Agreement (the "**Settlement Statement**").
- (v) any transfer declarations required by applicable law;
- (vi) a State of California Form 593 C.
- (vii) an owner's affidavit in form and substance reasonably acceptable to Escrow Holder to delete the non-survey related standard, pre-printed exceptions.
- (viii) any other customary closing documents in form and substance reasonably satisfactory to SELLER to consummate the Transaction.

(2) Pre-Existing Obligations. There shall exist no leases, contracts or rights of occupancy or other agreements or contracts with respect to the Property entered into by SELLER that shall survive the Close of Escrow.

(3) Title Conditions Satisfied. The Escrow Holder shall be in a position to issue the Title Policy to BUYER in the amount of the Purchase Price with respect to the Property subject only to the exceptions permitted by Section 9 of this Agreement.

(4) Subdivision. The Property shall have been legally subdivided or if conveyed by metes and bounds description pursuant to Government Code Section 66428(a)(2) SELLER shall provide such evidence as may be requested by Escrow Holder and BUYER to assure that the Property comprise one or more legally subdivided parcels under the Subdivision Map Act and to assure issuance of an endorsement to the Title Policy for the benefit of BUYER to such effect ("**Subdivision Map Act Endorsement**").

(5) Reserved.

(6) SELLER's Deliveries Complete. SELLER shall have delivered all of the documents and other items required pursuant to Section 6(c) and shall have performed all other material obligations under this Agreement to be performed by SELLER at or prior to the Close of Escrow provided that SELLER shall have a reasonable opportunity to cure any such default after receiving written notice thereof from BUYER.

(7) Representations True. All representations and warranties made by SELLER in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date.

(c) Conditions to SELLER's Obligations. SELLER's obligation to consummate the Close of Escrow is conditioned on all of the following:

(1) BUYER's Closing Deliveries. At the Close of Escrow, BUYER shall deliver the following:

- (i) The Purchase Price less the Deposit, as adjusted for apportionments and other adjustments required under this Agreement, plus any other amounts required to be paid by BUYER at the Close of Escrow.
- (ii) Documentation to establish to the Escrow Holder's reasonable satisfaction the due authorization of the person(s) executing the instruments contemplated under this Section 6(c)(1) on behalf of BUYER.
- (iii) The Settlement Statement.
- (iv) any transfer declarations required by applicable law;
- (v) any other customary closing documents in form and substance reasonably satisfactory to BUYER to consummate the Transaction.

(2) BUYER's Deliveries Complete. BUYER shall have delivered all of the documents and other items required pursuant to Section 6(b) and shall have performed all other material obligations to be performed by BUYER at or prior to the Close of Escrow provided that BUYER shall have a reasonable opportunity to cure any such default after receiving written notice thereof from SELLER.

(3) Representations True. All representations and warranties made by BUYER in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date.

(d) Waiver or Failure of Conditions Precedent. At any time on or before the date specified for the satisfaction of any condition, SELLER or BUYER may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing the Transaction, SELLER and BUYER shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 6.

Section 7. Reserved.

Section 8. Escrow Instructions.

SELLER and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling.

Section 9. Conveyance of Title.

The Escrow Holder shall be instructed to record the Deed in the Official Records of San Bernardino County, California, if and when the parties have (i) confirmed that the conditions to Close of Escrow have been satisfied, (ii) Escrow Holder holds the funds for the SELLER as set forth on the Settlement Statement and as contemplated herein, (iii) Escrow Holder is prepared to issue to BUYER an ALTA owner's extended coverage policy of title insurance ("**Title Policy**") issued by Buyer's Choice, with liability in an amount equal to the Purchase Price with respect to the Property, and together with a Subdivision Map Act Endorsement if requested by BUYER and such other endorsements to the policy as may be reasonably requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

- (a) non-delinquent real property taxes;
- (b) dedication of streets abutting the Property;
- (c) zoning ordinances;
- (d) utility easements common to any subdivision of which the Property is a part that are approved by BUYER; and
- (e) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow in accordance with the provisions of this Agreement.

Section 10. Inspections and Review.

(a) BUYER shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an "**AS IS**," "**WHERE IS**" and "**SUBJECT TO ALL FAULTS**" condition. BUYER hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by SELLER, any employee, official or consultant of SELLER relating to the condition of the Property. SELLER makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance. SELLER shall, within five (5) calendar days of the Opening of Escrow, provide BUYER with copies of all plans, reports, studies, investigations and other materials SELLER may have in its possession or control that are pertinent to the Property and its use condition or development, provided that to the extent that SELLER has provided BUYER with information relating to the condition of the Property, SELLER makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(b) From and after the Close of Escrow, BUYER, on behalf of itself and its successors, waives and releases SELLER and its successors and assigns from any and all costs

or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the Close of Escrow: (i) the physical condition of the Property or any above ground or underground improvements thereon, (ii) the condition of the soils, (iii) the suitability of the soils for the improvement of any proposed project, or (iv) any law or regulation applicable thereto; provided that the foregoing release shall not extend to (1) any breach by SELLER of any of the representations or warranties of the SELLER set forth in Section 12(a) of this Agreement, (2) any breach by SELLER of any of the covenants or obligations set forth in this Agreement or in any other instrument or document executed pursuant to this Agreement, (3) any claim that is the result of the negligence or willful misconduct of SELLER or (4) any actions of SELLER which occur following the Close of Escrow.

(c) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 10 without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

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

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as Well as under any other statutes or common law principles of similar effect.

Initials of BUYER: _____

(d) The provisions of this Section 10 shall survive the Close of Escrow, and shall be binding upon BUYER.

(e) SELLER shall assist and cooperate with BUYER in endeavoring to remove title exceptions unacceptable to BUYER, but SELLER shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor, except that SELLER shall remove all monetary liens and encumbrances created by or as a result of SELLER's activities, including, without limitation, any liens or encumbrances associated with (i) any delinquent tax or assessment applicable to the Property; (ii) any indebtedness secured by a deed of trust, assignment of rents or other similar encumbrance; and (iii) any labor or materials supplied to the Property that are not the result of any act or neglect of BUYER or anyone acting for or on behalf of BUYER.

(f) SELLER covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interests.

(g) SELLER also covenants not to authorize or permit others to take any action that adversely affects the physical condition of the Property or its soils.

Section 11. Closing Costs, Prorations, Possession.

(a) BUYER shall pay the premium for the ALTA extended coverage Title Policy, cost of procuring a survey and all requested ALTA survey policy endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

(d) All prorations shall be made in accordance with customary practice in San Bernardino County, except as otherwise expressly provided in this Agreement. All prorations shall be on an "actual day" basis and a three hundred sixty-five (365) day year.

Section 12. Representations and Warranties.

(a) SELLER hereby makes the following representations, covenants and warranties:

(1) Power and Authority. SELLER has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the Transaction contemplated hereby.

(2) Requisite Action. SELLER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of SELLER have been duly authorized to so act on behalf of SELLER and this Agreement and any such instrument or document is valid and legally binding on SELLER and enforceable against SELLER in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of SELLER's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by SELLER of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement,

document, instrument or other obligation to which SELLER is a party or by which SELLER may be bound or a breach or violation under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to SELLER, the Property, or the Transaction contemplated hereby.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, SELLER will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

(7) Contracts. There are no contracts or agreements to which SELLER is a party or rights of third parties relating to the operation, maintenance, development, improvement, lease, possession or ownership of the Property which will survive the Close of Escrow.

All representations and warranties contained in this Section 12(a) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by SELLER has been made in material reliance by SELLER on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the Transaction contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement nor the consummation of the Transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or a breach or violation under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

All representations and warranties contained in this Section 12(b) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

Section 13. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate

in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 14. Nonliability of Officials and Employees.

No officer, official or employee of SELLER shall be personally liable to BUYER, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 15. Indemnification.

BUYER agrees to indemnify and hold SELLER and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of BUYER in performing its due diligence investigations under Section 5(b), above; provided that the foregoing indemnity shall not apply to the extent of (a) the negligence or willful misconduct of SELLER; or (b) the existence of any hazardous materials which were at, in, under, over or upon the Property as of the Opening of Escrow, unless the condition of any such hazardous materials was exacerbated in a negligent manner by an affirmative act of BUYER. SELLER shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which SELLER seeks indemnity under this Section as promptly as practicable following SELLER'S knowledge of the occurrence of such matter and SELLER shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER's defense of such matter.

Section 17. Default.

(a) Default by Buyer; Limitation on Liability; Liquidated Damages. **IF BUYER REFUSES OR FAILS TO CONSUMMATE THE CLOSE OF ESCROW UNDER THIS AGREEMENT FOR ANY REASON OTHER THAN: (I) THE FAILURE OF AN EXPRESS CONDITION PRECEDENT TO BUYER'S OBLIGATION TO CLOSE, OR (II) ANY OTHER EXPRESS RIGHT OF BUYER SET FORTH IN THIS AGREEMENT TO TERMINATE THIS AGREEMENT, AND IF BUYER FAILS TO CURE ANY SUCH FAILURE TO COMPLETE THE CLOSE OF ESCROW WITHIN TEN (10) DAYS FOLLOWING RECEIPT OF A WRITTEN NOTICE FROM SELLER INDICATING THE NATURE OF ANY DEFAULT ON THE PART OF BUYER, THE SELLER SHALL RETAIN THE DEPOSIT AND ESCROW EXTENSION DEPOSIT, IF APPLICABLE, PLUS ANY INTEREST ACCRUED THEREON, AS SELLER'S SOLE REMEDY FOR BUYER'S FAILURE TO CLOSE OR FOR ANY DEFAULT ON THE PART OF BUYER UNDER THIS AGREEMENT, AND IN SUCH A CASE, BOTH PARTIES SHALL BE RELIEVED OF AND RELEASED FROM ANY FURTHER LIABILITY HEREUNDER. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. SELLER AND BUYER AGREE THAT THE DEPOSIT AND, IF THEN PAID BY BUYER TO ESCROW, THE ESCROW EXTENSION DEPOSIT, PLUS ANY INTEREST ACCRUED THEREON IS A FAIR AND REASONABLE AMOUNT TO BE RETAINED BY SELLER AS AGREED AS LIQUIDATED DAMAGES IN LIGHT OF SELLER'S REMOVAL OF THE PROPERTY FROM THE MARKET AND THE COSTS INCURRED BY SELLER, AND SHALL NOT CONSTITUTE A PENALTY OR A FORFEITURE.**

BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY

WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: SELLER: _____ BUYER: _____

(b) Default By Seller; Other Failure To Consummate Agreement. **IN THE EVENT OF ANY DEFAULT ON THE PART OF SELLER UNDER THIS AGREEMENT, WHICH SELLER FAILS TO CURE WITHIN TEN (10) DAYS FOLLOWING RECEIPT OF A WRITTEN NOTICE, BUYER SHALL HAVE THE RIGHT, IN BUYER'S SOLE DISCRETION AND AS ITS SOLE AND ONLY REMEDIES HEREUNDER TO THE EXCLUSION OF ALL OTHER POTENTIAL REMEDIES, TO TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AND IF, THEN PAID BY BUYER, THE ESCROW EXTENSION DEPOSIT, IN WHICH EVENT THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT.**

INITIALS: SELLER: _____ BUYER: _____

Section 18. Reserved.

Section 19. Time of the Essence.

Time is of the essence with respect to the Close of Escrow and all of the provisions of this Agreement.

Section 20. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

Section 21. Additional Agreements; Further Assurances.

Each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the Transaction; provided, however, the execution and delivery of such documents shall not result in any additional liability or cost to the executing party.

Section 22. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the sections and paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

(d) Unless otherwise indicated, references in this Agreement to Sections, paragraphs, clauses and exhibits are to the same contained in or attached to this Agreement and all attachments referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section.

Section 23. Approval.

(a) Board of Supervisors. This Agreement is subject to, and will have no force or effect until and unless first approved by the Board of Supervisors of the County of San Bernardino. All amendments of this Agreement shall be in writing and shall require the approval of the Board of Supervisors on behalf of SELLER and the approval of BUYER.

(b) Administrative Approvals. Following its approval by the Board of Supervisors, this Agreement shall be administered by the Director of Real Estate Services for San Bernardino County ("**Director**") or his or her designee. Except where the terms of this Agreement expressly require the approval of a matter or the taking of any action by the Board of Supervisors, any matter to be approved by the SELLER shall be deemed approved, and any action to be taken by the SELLER shall be deemed taken, upon the written approval by the Director (or designee). The Director or designee shall have the authority to issue interpretations with respect to this Agreement and to determine whether any action requires the approval of the Board of Supervisors.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

BUYER:

By: _____ Date: _____

SELLER:

COUNTY OF SAN BERNARDINO

By: _____
Curt Hagman, Chairman
Board of Supervisors

Date: _____

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

LYNNA MONELL,
Clerk of the Board of Supervisors

Approved as to Legal Form:

MICHELLE D. BLAKEMORE,
County Counsel
San Bernardino County, California

By: _____
Deputy

By: _____
Robert F. Messinger
Principal Assistant County Counsel

Date: _____

Date: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Escrow Instructions (“Agreement”) 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. Escrow Holder agrees that in the event of a conflict between the Agreement and any supplemental escrow instructions executed by the parties, the Agreement shall control. The escrow number assigned for this Agreement is _____.

_____, 2020

Title Company,
BOC License No.: _____

By: _____
_____, Escrow Officer

EXHIBIT "A"

T1N, R5W, SEC 4 S.B.M.
Board Resolution
Excess road right-of-way
Clearwater Parkway - AB0015
Page 1 of 7, Exhibit "A"

EXHIBIT "A"

Legal Description

That portion of Clearwater Parkway, variable width, as described in County of San Bernardino Board of Supervisor's Resolution No. 2005-091 recorded June 21, 2005 as Document No. 2005-0440211 Official Records of said County, State of California, and as said description is corrected in County of San Bernardino Board of Supervisor's Resolution No. 2014-98 recorded September 9, 2014 as Document No. 2014-0331685 Official Records of said County, said corrected description being an attachment to said Resolution 2014-98 on file in the Office of the Clerk of the Board of said County, said portion of Clearwater Parkway lying northeasterly of the southwesterly line of that parcel of land described in that certain Corporation Grant Deed to said County recorded June 3, 1986 as Document No. 86-144203 Official Records of said County, said southwesterly line of said County parcel also being the common boundary line of Parcel 4 as described in Grant Deed recorded December 30, 1998 as Document No. 19980557386, and said portion also lying easterly and southerly of the following described line:

BEGINNING at the intersection of the centerline of Clearwater Parkway as described in that certain Grant of Easement to said County recorded June 8, 2005 as Document No. 2005-0410339 Official Records of said County, and the southwesterly line of said County parcel, said intersection being the same as the Point of Beginning as described in said Resolution Nos. 2005-091 and 2014-98;

Thence along said common boundary of said County parcel and said Parcel 4, South $42^{\circ}25'06''$ East a distance of 97.71 feet to a point being 83.00 feet right of said centerline, said point also being the TRUE POINT OF BEGINNING;

Thence leaving said common boundary, North $16^{\circ}50'35''$ East a distance of 52.00 feet to a point that is 84.00 feet right of said centerline;

Thence North $15^{\circ}13'27''$ East a distance of 72.00 feet to a point being 86.00 feet right of said centerline;

Thence North $14^{\circ}23'28''$ East a distance of 24.00 feet to a point being 87.00 feet right of said centerline;

Thence North $59^{\circ}15'59''$ East a distance of 62.47 feet to a point being 133.15 feet right of said centerline;

Thence North $01^{\circ}49'06''$ West a distance of 25.00 feet to a point being 127.33 feet right of said centerline;

Thence continuing North $01^{\circ}49'06''$ West a distance of 25.00 feet to a point being 121.52 feet right of said centerline;

Thence North $46^{\circ}11'32''$ West a distance of 29.80 feet to a point being 96.29 feet right of said centerline;

Thence North $17^{\circ}22'56''$ East a distance of 107.00 feet to a point being 107.00 feet right of said centerline;

Thence North $14^{\circ}27'30''$ East a distance of 61.00 feet to a point being 110.00 feet right of said centerline;

Thence North $18^{\circ}12'07''$ East a distance of 70.00 feet to a point being 118.00 feet right of said centerline;

Thence North $18^{\circ}49'13''$ East a distance of 40.00 feet to a point being 123.00 feet right of said centerline;

Thence North $15^{\circ}53'15''$ East a distance of 27.00 feet to a point being 125.00 feet right of said centerline;

Thence North $12^{\circ}40'52''$ East a distance of 61.60 feet to an intersection with the westerly prolongation of that certain line having a bearing and distance of "North $88^{\circ}26'20''$ West, 150.66 feet" as described in said corrected description of said Resolution No. 2014-98;

Thence along said westerly prolongation, South $88^{\circ}26'20''$ East a distance of 23.56 feet to the westerly terminus of said line described as "North $88^{\circ}26'20''$ West, 150.66 feet";

Thence along said line described as "North $88^{\circ}26'20''$ West, 150.66 feet", South $88^{\circ}26'20''$ East to the easterly terminus thereof, said point being the northerly terminus of that certain line having a bearing and distance of "North $01^{\circ}48'50''$ East, 940.18 feet" as described in said Resolution No. 2014-98, said point also being POINT OF TERMINUS.

EXCEPTING THEREFROM all that portion of Clearwater Parkway lying northerly of a line that is 30.00 feet southerly of and parallel and concentric with the following described centerline of a future street currently known as East Sycamore Entrance:

BEGINNING at a point on said centerline of Clearwater Parkway that is North $11^{\circ}38'22''$ East a distance of 438.03 feet along said centerline as measured from the southerly terminus of that certain line having a bearing and distance of "North $11^{\circ}38'22''$ East 1053.18 feet" as described in said Document No. 2005-0410339;

Thence leaving said centerline of Clearwater Parkway, South $78^{\circ}21'38''$ East a distance of 235.66 feet to the beginning of a curve concave southwesterly having a radius of 300.00 feet;

Thence southeasterly along said curve through a central angle of $78^{\circ}21'38''$ an arc distance of 410.29 feet to the Point of Terminus.

Clearwater Parkway declaration of public road right-of-way per Board of Supervisor's Resolution No. 2005-091 as described in Document No. 2005-0440211:

Being a portion of Rancho Muscupiabe, in the County of San Bernardino, State of California, per map recorded in Book 7 of Maps, at Page 23, records of said County, also being a portion of Section 4, Township 1 North, Range 5 West, San Bernardino Meridian, also being a portion of the land deeded to the County of San Bernardino per document recorded June 3, 1986, as Instrument No. 86-144203 of Official Records of said County, described as follows:

Commencing at Station 4 in the westerly boundary line of said Rancho, said point being marked with a 2" brass disk stamped "California Division of Highways M 4" as shown on Record of Survey No. 04-015, filed in Book 120 at Pages 90 through 99, inclusive, Records of Survey of said County; thence South $87^{\circ}07'17''$ East, 1311.31 feet along the northerly line of said Record of Survey, said line also being the southerly line of Parcel 4 as described in Grant Deed recorded December 30, 1998 as Instrument No. 19980557386, Official Records of said County, to the beginning point of a non-tangent curve concave southeasterly having a radius of 1000.00 feet, a radial line to said point bears North $36^{\circ}42'23''$ West,

thence northeasterly along said curve through a central angle of $08^{\circ}35'35''$ an arc length of 149.98 feet;

thence North $61^{\circ}53'12''$ East, 582.56 feet to the beginning of a curve concave northwesterly having a radius of 1600.00 feet;

thence northeasterly along said curve through a central angle of $47^{\circ}03'38''$ an arc length of 1314.18 feet to a point on the Boundary of the Land Deeded to the County of San Bernardino per document recorded June 3, 1986, as Instrument No. 86-144203 of Official Records of said County, said point also being on the Boundary of said Parcel 4, said point being the POINT OF BEGINNING;

thence South $42^{\circ}25'06''$ East, 568.87 feet along the common Boundary of said County Land and said Parcel 4 to a common angle point therein;

thence North $01^{\circ}48'50''$ East, 983.25 feet continuing along said common Boundary;

thence North $48^{\circ}41'13''$ West, 75.39 feet;

thence North $40^{\circ}14'29''$ West, 140.22 feet;

thence North $01^{\circ}23'33''$ East, 113.55 feet;

thence North $23^{\circ}03'52''$ East, 170.61 feet;

thence North $02^{\circ}39'25''$ East, 151.03 feet;

thence North $00^{\circ}30'49''$ East, 239.06 feet;

thence North $19^{\circ}42'48''$ West, 60.32 feet;

thence South $89^{\circ}00'52''$ West, 66.43 feet;

thence South $75^{\circ}29'10''$ West, 104.59 feet;

thence South $71^{\circ}25'10''$ West, 119.31 feet;

thence South $00^{\circ}15'47''$ West, 107.30 feet;

thence South $17^{\circ}13'16''$ West, 216.81 feet;

thence South $12^{\circ}28'41''$ West, 201.58 feet;

thence South $09^{\circ}43'36''$ West, 190.46 feet;

thence South $02^{\circ}18'01''$ West 69.17 feet;

thence South $14^{\circ}02'49''$ East, 78.66 feet;

thence South $02^{\circ}20'21''$ East, 77.97 feet;

thence South $06^{\circ}31'22''$ West, 130.11 feet;

thence South $12^{\circ}03'58''$ East, 114.50 feet;

thence South 03°17'20" West, 127.37 feet to a point on said common Boundary;
thence South 42°25'06" East, 109.41 feet along said common Boundary to the POINT OF
BEGINNING.

The bearing South 87°07'17" East along the northerly line of Record of Survey No. 04-015,
filed in Book 120, at Pages 90 through 99, records of San Bernardino County was used as the
basis of bearings for this description.

(end Doc. No. 2005-0440211 O.R.)

Clearwater Parkway declaration of public road right-of-way correction per Board of Supervisor's
Resolution No. 2014-98 as recorded in Document No. 2014-0331685 O.R., and as described in
resolution attachment titled "Correcting Legal Descriptions for Clearwater Parkway and Glen Helen
Parkway" on file in the Office of the Clerk of the Board:

Being a portion of Rancho Muscupiabe, in the County of San Bernardino, State of California,
per map recorded in Book 7 of Maps, at Page 23, records of said County, also being a portion
of Government Lot 4 in Section 4, Township 1 North, Range 5 West, San Bernardino Meridian,
per supplemental plat of amended lottings on file and accepted by the U.S. Bureau of Land
Management January 18, 1980, also being a portion of the land deeded to the County of San
Bernardino per document recorded June 3, 1986, as Instrument No. 86-144203 of Official
Records of said County, described as follows:

Commencing at Station 4 in the westerly boundary line of said Rancho, said point being
marked with a 2" brass disk stamped "California Division of Highways M 4" as shown on
Record of Survey No. 04-015, filed in Book 120 at Pages 90 through 99, inclusive, Records of
Survey of said County; thence South 87°07'17" East, 1311.31 feet along the northerly line of
said Record of Survey, said line also being the southerly line of Parcel 4 as described in Grant
Deed recorded December 30, 1998 as Instrument No. 19980557386, Official Records of said
County, to the beginning point of a non-tangent curve concave southeasterly having a radius
of 1000.00 feet, a radial line to said point bears North 36°42'23" West,

thence northeasterly along said curve through a central angle of 08°35'35" an arc length of
149.98 feet;

thence North 61°53'12" East, 582.56 feet to the beginning of a curve concave northwesterly
having a radius of 1600.00 feet;

thence northeasterly along said curve through a central angle of 47°03'38" an arc length of
1314.18 feet to a point on the boundary of the land deeded to the County of San Bernardino
per document recorded June 3, 1986, as Instrument No. 86-144203 of Official Records of said
County, said point also being on the boundary of said Parcel 4, said point being the Point of
Beginning;

thence South 42°25'06" East, 568.87 feet along the common boundary of said County land
and said Parcel 4 to a common angle point therein;

thence North 01°48'50" East, 940.18 feet continuing along said common boundary;

thence North 88°26'20" West, 150.66 feet;

thence North 01°23'33" East, 309.36 feet

thence North 23°03'52" East, 170.61 feet;

thence North 02°39'25" East, 151.03 feet;

thence North 00°30'49" East, 239.06 feet;

thence North 19°42'48" West, 60.32 feet;

thence South 89°00'52" West, 66.43 feet to a point on a non-tangent curve concave southwesterly having a radius of 602.00 feet, a radial line to said point bears North 69°55'59" East;

thence northwesterly along said curve through a central angle of 09°04'56" an arc length of 95.43 feet to the beginning of a reverse curve concave easterly having a radius of 38.00 feet;

thence northerly along said curve through a central angle of 82°03'42" an arc length of 54.43 feet to the beginning of a reverse curve concave northwesterly having a radius of 657.00 feet;

thence northeasterly along said curve through a central angle of 49°51'27" an arc length of 571.71 feet;

thence North 86°56'42" West, 5.00 feet to a point on the existing southeasterly right-of-way line of Glen Helen Parkway, 104.00 feet in width, per Declaration of Road Right-of-Way recorded on June 1, 1994 as Document No. 94247897, Official Records of said County, said point being the beginning of a non-tangent curve concave northwesterly having a radius of 652.00 feet, a radial line to said point bears South 86°56'42" East;

thence southwesterly along said curve and said southeasterly right-of-way line through a central angle of 85°56'37" an arc length of 978.00 feet;

thence leaving said southeasterly line on a radial line South 01°0'05" East, 5.00 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 657.00 feet;

thence northeasterly along said curve through a central angle of 21°12'16" an arc length of 243.15 feet to the beginning of a reverse curve concave southwesterly having a radius of 38.00 feet;

thence southeasterly along said curve through a central angle of 83°15'04" an arc length of 55.21 feet to the beginning of a compound curve concave southwesterly having a radius of 498.00 feet;

thence southeasterly along said curve through a central angle of 07°43'25" an arc length of 67.13 feet;

thence South 71°25'10" West, 119.31 feet;

thence South 00°15'47" West, 107.30 feet;

thence South 17°13'16" West, 216.81 feet;

thence South 12°28'41" West, 201.58 feet;

thence South 09°43'36" West, 190.46 feet;

thence South 02°18'01" West 69.17 feet;

thence South 14°02'49" East, 78.66 feet;

thence South 02°20'21" East, 77.97 feet;

thence South 06°31'22" West, 130.11 feet;

thence South 12°03'58" East, 114.50 feet;

thence South 03°17'20" West, 127.37 feet to a point on said common boundary;

thence South 42°25'06" East, 109.41 feet along said common boundary to the Point of Beginning.

The bearing South 87°07'17" East along the northerly line of Record of Survey No. 04-015, filed in Book 120, at Pages 90 through 99, records of San Bernardino County was used as the basis of bearings for this description.

(end Resolution No. 2014-98 attachment titled "Correcting Legal Descriptions for Clearwater Parkway and Glen Helen Parkway")

County parcel of land as described in Document No. 86-144203 O.R. restated as recorded:

All that portion of the Tract of Land or Rancho known and designated as the Muscupiabe Rancho, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 23, records of said County, and all that portion of Section 4, Township 1 North, Range 5 West, San Bernardino Base and Meridian, according to Government Survey, described as follows:

BEGINNING at a point on the easterly line of the property conveyed to the State of California by deed recorded December 26, 1962, in Book 6947, Page 231, Official Records, said point is South 01°13'56" West, 2,085.00 feet and North 43°00'00" West, 2,172.00 feet plus or minus from Station 8 in the west boundary line of Muscupiabe Rancho as per plat recorded in Book 7 of Maps, Page 23, records of San Bernardino County, California;

thence South 43°70'00" East a distance of 2,172.00 feet plus or minus;
thence North 01°13'56" East a distance of 2,085.00 feet to Station 8;
thence South 28°33'13" West a distance of 263.55 feet to Station 7;
thence North 78°58'12" West a distance of 564.95 feet;
thence South 1101'48" West a distance of 108.47 feet to the southerly line of Devore Cut-Off Road;
thence North 6259'57" West to said easterly line of property conveyed to the State of California;
thence westerly and southerly along said State property to the true point of beginning.

EXCEPTING therefrom that portion described as follows:

BEGINNING at Station 6, Rancho Muscupiabe,; thence South 11°30' West 61 feet;
thence North 68°09' West 363.89 feet to the point of beginning.

ALSO EXECPT those portions conveyed to the State of California for Highway by deed recorded December 26, 1962, in Book 6947, Page 231, Official Records, and by deed recorded August 30, 1974, in Book 8506, Page 177, Official Records.

ALOS EXCEPTING THEREFROM any portion of said land lying within Government Lot 4, of Section 4, Township 1 North, Range 5 West, San Bernardino base and Meridian.

(end Doc. No. 86-144203 O.R.)

Clearwater Parkway centerline as described in Document No. 2005-0410339 O.R. restated as recorded:

Being a portion of Rancho Muscupiabe, in the County of San Bernardino, State of California, per map recorded in Book 7 of Maps, at Page 23, records of said County, said portion also being a portion of Parcel 4 as described in Grant Deed recorded December 30, 1998 as Instrument No. 19980557386, Official Records of said County, described as follows:

PARCELA - Road Easement

A strip of land 104.00 feet wide lying 52.00 feet each side of the following described centerline:

Commencing at Station 4 in the westerly boundary line of said Rancho, said point being marked with a 2" brass disk stamped "California Division of Highways M 4" as shown on Record of Survey No. 04-015, filed in Book 120 at Pages 90 through 99, inclusive, Records of Survey of said County; thence South 8707'17" East, 1311.31 feet along the northerly line of

said Record of Survey to the beginning point of a non-tangent curve concave southeasterly having a radius of 1000.00 feet, a radial line to said point bears North 3642'23" West, said point also being the POINT OF BEGINNING; thence, northeasterly along said curve through a central angle of 0835'35" an arc length of 149.98 feet; thence North 6153'12" East, 582.56 feet to the beginning of a curve concave northwesterly having a radius of 1600.00 feet; thence northeasterly along said curve through a central angle of 5014'50" an arc length of 1403.16 feet; thence North 1138'22" East, 1053.18 feet to the beginning of a curve concave westerly having a radius of 550.00 feet; thence northerly along said curve through a central angle of 4117'20" an arc length of 396.34 feet; thence North 2938'58" West, 83.57 feet to a point on the proposed centerline of improvement Devore Road as shown on State of California Right of Way Map No. 422601-3 approved 9/28/93, said point being the POINT OF TERMINUS.

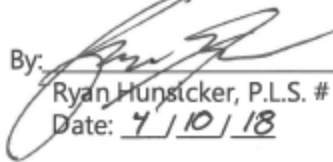
The bearing North 8707'17" West along the northerly line of Record of Survey No. 04-015, filed in Book 120, at Pages 90 through 99, records of San Bernardino County was used as the basis of bearings for this description.

(end Doc. No. 2005-0410339 O.R.)

(end Exhibit "A")

Job No.: AB0015 Clearwater Pkwy
Prepared by: D.W.

This legal description was prepared by
me or under my direction.

By: 
Ryan Hunsicker, P.L.S. # 8302, Exp. 12/31/19
Date: 7/10/18



APN: 0239-031-55 (Ptn.)

EXHIBIT "B"

BID TO PURCHASE REAL PROPERTY

EXHIBIT "C"

FORM OF DEED

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

A.P.N.: 0239-031-55 (ptn.)	GRANT DEED	Dept. Code: 11200
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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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF SAN**

BERNARDINO, a body corporate and politic of the State of California, hereby GRANT(S) to _____
, the Real Property in the unincorporated area known as Devore, in the County of San Bernardino, California,
described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

By: _____

Date: _____

Curt Hagman, Chairman
Board of Supervisors

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name	Street Address	City & State
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EXHIBIT "A"

LEGAL DESCRIPTION

APN