

REAL PROPERTY ACQUISITION AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS REAL PROPERTY ACQUISITION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made this ___ day of _____, 2020 ("**Agreement Date**") by and among the **TOWN OF YUCCA VALLEY**, a public body, corporate & politic ("**Town**"), and **TRI-VALLEY LITTLE LEAGUE** ("**Seller**") and **WFG NATIONAL TITLE COMPANY OF CALIFORNIA** ("**Escrow Holder**").

RECITALS:

- A. Seller is the owner of two (2) parcels of real property (San Bernardino County Assessor Parcel Numbers 0595-071-04 & 0595-091-06) located at 56625 Little League Dr., Yucca Valley, CA 92284, and legally described on Exhibit A attached hereto ("**Property**") and depicted in Exhibit B.
- B. Seller has developed and currently operates the Property, which includes a number of existing improvements, including, but not limited to, three baseball fields and related facilities, a snack bar facility, bleachers, bathrooms, and a parking lot ("**Existing Improvements**").
- C. Seller desires to sell the Property and Existing Improvements to the Town in accordance with the specifications set forth in this Agreement.
- D. In addition to the consideration being paid by the Town as set forth in Section 3 of this Agreement, and the Field Use Credits being provided to Seller as set forth in Section 4.2 of this Agreement, the Town is taking on water, deferred maintenance, and ongoing maintenance obligations associated with the Property, all of which are considered by the Parties part of the consideration for the Town's acquisition of the Property.
- E. Seller's sale and the Town's purchase of the Property and Existing Improvements as set forth herein is categorically exempt from the California Environmental Quality Act ("**CEQA**") pursuant to CEQA Guidelines sections 15301 (Class 1, Existing Facilities), 15304 (Class 4, Minor Alterations to Land), and 15325 (Class 25, Transfer of Ownership in Land). The acquisition of the Property and Existing Improvements by the Town will result in the operation, repair, maintenance (including deferred maintenance), permitting, leasing, licensing, or minor alteration of existing structures, land, and facilities by the Town. This Agreement will result in the transfer of land to preserve open space and lands for park purposes.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. **PURCHASE AND SALE OF PROPERTY**. Upon the terms and conditions set forth in this Agreement, Town hereby agrees to purchase from Seller, and Seller agrees to sell to Town the Property together with the Improvements.
2. **OPENING OF ESCROW**. Within three (3) business days of final execution of this Agreement, the parties shall open an escrow ("**Escrow**") with Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder and accepted by Escrow Holder as evidenced by Escrow Holder's execution of this Agreement ("**Opening of Escrow**").

3. **CONSIDERATION.** In consideration of the terms and obligations set forth in this Agreement, the Town agrees to purchase the Property and Existing Improvements, and Seller agrees to sell the Property and Existing Improvements for the amount of **Eight Thousand Seven Hundred Twenty Dollars and Zero Cents (\$8,720.00).**

4. **DEAL POINTS.** Seller desires to sell the Property and Existing Improvements to the Town in return for the Town's commitment to purchase, maintain, and operate the Property as a public park in accordance with the specifications set forth herein:

4.1. The Town will agree to keep the Property primarily as a family recreation, baseball and softball League fields, and sports area, and secondarily as a general park use facility in accordance with the Town's Recreation Masterplan and Prop 68 Desert Communities Grant and related policy direction.

4.2. Seller will be allowed priority use of the facility, including the Miracle Field at Brehm Park 2 (with the exception of the nights when the Miracle League plays, typically Monday's) during jointly-identified season(s) in accordance with the Town's Facility Use Policy. Use fees for the Property will be set at the rate established from time to time as recommended by the Town of Yucca Valley Parks, Recreation and Cultural Commission and approved by the Town of Yucca Valley Town Council.

- a. Seller shall receive **Thirty-Four Thousand Eight Hundred Eighty Dollars and Zero Cents (\$34,880.00) in field use credits ("Field Use Credits")**. The Town shall maintain an accounting of Seller's use of the Field Use Credits. The Field Use Credits shall expire ten (10) years after the Close of Escrow. The Field Use Credits may only be used by the Seller for the use of the Property, and may not be transferred or sold to any other person or entity without the written consent of the Town.

5. **FUNDS AND DOCUMENTS REQUIRED FROM SELLER AND TOWN.**

5.1. **Seller.** Seller agrees that on or before 12:00 noon one (1) business day prior to the Closing Date, Seller will deposit with Escrow Holder all items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including, without limitation:

- a. Executed and recordable grant deed in the form acceptable to the parties ("**Grant Deed**") and such other documents as reasonably required by Title Company.
- b. A Non-Foreign Affidavit ("**Non-foreign Affidavit**").
- c. Any documents (including indemnities) and affidavits required by the Title Company for the issuance of the Title Policy to confirm that no third parties have any rights with respect to the Property including, but not limited to, tenants.
- d. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

5.2. **Town.** Town agrees that on or before 12:00 noon one (1) business day prior to the Closing Date, Town will deposit with Escrow Holder all funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including, without limitation:

- a. A Preliminary Change of Ownership Statement completed in the manner required by San Bernardino County.

- b. Written acceptance of the Grant Deed as required by California Government Code Section 27281.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

6. CLOSING DATE; TIME IS OF ESSENCE.

6.1. Closing Date. Escrow shall close (“Close of Escrow”), as evidenced by the recordation of the Grant Deed in the official records of San Bernardino County, California, as soon as the conditions to Close of Escrow, as set forth in Section 9 of this Agreement, have been met or waived in writing by the Party for whose benefit the condition exists, but in no event later than December 31, 2020 (“Closing Date”). For purpose of clarification, no event of force majeure, cure period, or other intervening event may extend the Close of Escrow past the Closing Date without the written agreement of the Parties, given or withheld in their sole and absolute discretion. In the event that Close of Escrow does not occur in the time specified due to default by Seller, Town may elect, in its sole discretion, to terminate this Agreement and Escrow by written notice to Seller (and a copy to Escrow Holder).

6.2. Time is of Essence. Town and Seller specifically understand that time is of the essence. Town and Seller specifically agree to strictly comply and perform their obligations herein in the time and manner specified and waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement. Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable.

6.3. Extensions. The Town Manager of the Town of Yucca Valley (“Town Manager”) or his designee (who has been designated in writing by the Town Manager) shall, in his sole and exclusive discretion, on behalf of Town, have the authority to approve written requests for extending any deadline under this Agreement. All extension shall be in writing and signed by the Town Manager or his designee.

7. TITLE POLICY.

7.1. Title Policy. At Closing, WFG National Title (“Title Company”) shall issue an ALTA (non-extended) owner’s title insurance policy in the amount equal to the purchase price showing title vested in Town subject only to (i) non-delinquent real property taxes, and (ii) exceptions acceptable to the Town as shown on a preliminary title report issued by the Title Company which shall not include any exception for any rights of possession of third parties (“Preliminary Title Report”). The Title Policy shall include any extended coverage or endorsements that Town has reasonably requested at Town’s sole expense. If the Preliminary Title Report is amended for any reason prior to Closing, Town shall have the right to approve any new exceptions in its sole discretion.

7.2. Possession. Possession of the Property shall be delivered by Seller to Town no later than 5:00 p.m. on the Closing Date free of all tenancies and claims of ownership. Seller shall remove any personal property not included in this sale and all debris from the Property prior to relinquishing the Property to Town.

8. TRANSFER DISCLOSURE STATEMENT; DUE DILIGENCE.

8.1. Due Diligence. For a period of forty-five (45) days following the Opening of Escrow (“Due Diligence Period”), Town shall have the right to review and inspect the Property and Existing Improvements. As part of its inspection of the Property and Existing Improvements, Town may evaluate access issues on the Property and Existing Improvements that may relate to the American’s With Disabilities Act, and other similar state or federal law. Seller grants to Town, its agents and employees, upon reasonable notice to Seller, a limited license to enter the Property for the purpose of conducting

such due diligence as reasonably required by Town at Town's sole cost and expense. As a condition to Town's entry and inspection, Town shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed solely by Town as part of the due diligence. Town shall notify Seller in writing ("**Town's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Town's approval or disapproval of the condition of the Property.

9. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

9.1. Town's Obligations. The obligations of Town under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the conditions precedent set forth below. If any such condition is not satisfied or waived by Town at or prior to the Close of Escrow for any reason other than a default by Town, Town may, in its sole discretion and without limiting any of Town's legal remedies or remedies under this Agreement, terminate this Agreement by written notice to Seller:

- a. Title Company will issue the Title Policy as required by Section 7.1.
- b. Town has approved all due diligence matters on or before the expiration of the Due Diligence Period.
- c. Escrow Holder holds and will deliver to Town the instruments and funds, if any, accruing to Town pursuant to this Agreement.
- d. Seller is not in default under this Agreement.

9.2. Condition to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Town of the following conditions precedent:

- a. Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- b. Town is not in default under this Agreement.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS. Seller, to the best of Seller's knowledge, makes the following representations, warranties and covenants to Town, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Property:

- a. Seller has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.
- b. There are no pending or threatened lawsuits or claims which would affect the Property.
- c. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

- d. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller that shall survive the Close of Escrow, except for the following: (1) those agreements entered into between the Seller and organized and recognized sports and recreation organizations which have been approved in writing by the Town Manager prior to Close of Escrow; (2) that certain settlement agreement entered into between Seller and Jeanette Jaime related to United States District Court Case No. 5:15-CV-02174-JGB-SP.
- e. Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property.
- f. Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state Seller under California Revenue and Tax Code Section 18805 and that it will deliver to Town through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.
- g. Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Town.
- h. No construction or repair work has been done on the Property within the six (6) months prior to the Opening of Escrow.

In addition to any other indemnification obligations set forth in this Agreement, Seller agrees to indemnify, defend with counsel selected by Town, protect and hold harmless Town, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to any breach by Seller of any of its agreement warranties or representations set forth in this Agreement. This provision together with Sections 10.3, & 12 shall survive Close of Escrow.

10. ESCROW PROVISIONS.

10.1. Escrow Instructions. Sections 1 through 6, inclusive; 7.1; 8 through 10, inclusive; & 13 shall constitute escrow instructions to Escrow Holder. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Town and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Town and Seller agree to execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close Escrow.

10.2. Miscellaneous. Escrow Holder shall deliver the Title Policy to the Town and instruct the San Bernardino County Recorder to mail the Grant Deed to Town at the address set forth below after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in San Bernardino County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions. Within three (3) days of Opening of Escrow, Escrow Holder shall provide the statement of information form to Seller who shall complete and return same to Escrow Holder within three (3) days of receipt.

10.3. Proration of Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Seller shall pay any delinquent real property taxes. Seller acknowledges that Town is a governmental agency not subject to payment of real property taxes. Accordingly, Seller shall be solely responsible for seeking a refund of any overpayment of taxes from the appropriate taxing agencies. Any supplemental tax bills received after Close of Escrow shall be paid by Seller to the extent they relate to a period prior to Close of Escrow and in the event that the supplemental tax bill covers a period commencing before and continuing after Close of Escrow, Seller will pay the tax and be solely responsible for seeking any refund from the appropriate taxing agency. The provisions of this Section shall survive Close of Escrow.

10.4. Costs; Documentary Transfer Taxes; Closing Statement.

- a. **Cost Allocation.** Town shall pay the costs for the Title Policy, any documentary transfer taxes, the entire Escrow fee, and other closing costs and fees ("**Seller's Charges**"). Town is exempt from recordation fees for the Grant Deed.
- b. **Real Property Taxes.** Real property taxes will be prorated and allocated between the parties in accordance with Section 10.3.
- c. **Documentary Transfer Taxes.** Town is exempt from documentary transfer taxes. However, the documentary transfer tax amount shall not be shown on the Grant Deed and Escrow Holder shall cause a separate statement of such taxes to be submitted to the County Recorder concurrently with the Grant Deed as authorized pursuant to Section 11932 of the California Revenue and Taxation Code.
- d. **Closing Statement.** At least three (3) business days prior to the Closing Date Escrow Holder shall furnish Town and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by Town and Seller. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to Town and Seller.

10.5. Termination of Escrow. If Escrow fails to close as provided above, either party may elect to terminate this Agreement and Escrow by delivering written notice to the other party and Escrow Holder. Upon such termination of this Agreement and the Escrow not as the result of the breach by either party, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same.

10.6. Brokerage Commission. Town and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Town and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Town thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Town shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within ten (10) days following the date Town learns of the occurrence of such casualty. If Town fails to terminate this Agreement pursuant to the foregoing sentence within said ten (10) day period, Town shall complete the acquisition of the Property, in which case Seller shall assign to Town the interest of Seller in all insurance proceeds relating to such damage.

Seller shall consult with Town regarding any proposed settlement with the insurer and Town shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Town shall have no right to any insurance proceeds.

12. NO COLLUSION. No official, officer, or employee of Town has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Town participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that she has not paid or given, and will not pay or give, to any third party including, but not limited to, Town or any of its officials, officers, or employees, any money, consideration, or other thing of value as a result or consequence of obtaining this Agreement. Seller further warrants and represents that she has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Town, as a result or consequence of obtaining this Agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

13. MISCELLANEOUS

13.1 Assignment. Neither Town nor Seller may assign this Agreement or any of its rights or obligations hereunder (including, without limitation, its rights and duties of performance) to any third party or entity without the prior written consent of the other party which shall not be unreasonably withheld, conditioned or delayed. Agreement will be binding upon and inure to the benefit of each of the parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.

13.2 Notices. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the U.S. Mail.

To Seller: Tri-Valley Little League
56625 Little League Drive
Yucca Valley, CA 92284

To Town: Town of Yucca Valley
57090 29 Palms Highway
Yucca Valley, California 92284
Attention: Town Manager

With Copy to:

Burke, Williams & Sorensen
1770 Iowa Avenue
Suite 240
Riverside, CA 92507-2479
Attention: Thomas D. Jex
Facsimile: 951-788-0100

13.3 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13.4 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in San Bernardino County shall be the sole venue and jurisdiction for the bringing of such action.

13.5 Legal Fees and Costs. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the parties arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

13.6 Final Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

13.7 Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.8 Qualification; Authority. Each individual executing this Agreement on behalf of a party which is an entity, represents, warrants and covenants to the other party that (a) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (b) such entity is bound under the terms of this Agreement.

13.9 Force Majeure. Each party's performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond that party's reasonable control.

13.10 Modifications in Writing. Any modification or amendment of any provision of this Agreement must be in writing and executed by both parties. A copy of any such modification or amendment shall be promptly provided to Escrow Holder. The Town Manager and Town Attorney are authorized to approve minor changes to this Agreement without obtaining approval by the Town Council, provided those changes do not impact the purchase price.

13.11 No Waiver. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

13.12 No Third Party Beneficiaries. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

13.13 Counterparts. This Agreement may be executed in any number of counterparts, each

of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

13.14 Exhibits. Exhibits A and B attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Residential Real Property and Escrow Instructions as of the date set forth above.

SELLER:

TRI-VALLEY LITTLE LEAGUE

By: _____

Its: _____

TOWN:

TOWN OF YUCCA VALLEY, a public body,
corporate and politic

By: _____

Jeff Drozd, Mayor

_____, 2020

ESCROW HOLDER:

Accepted and agreed to:
WFG NATIONAL TITLE COMPANY
OF CALIFORNIA

By: _____

Its: _____

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

By: _____

Thomas D. Jex
Town Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTIES

That certain real property in the State of California, County of San Bernardino, Town of Yucca Valley, as described as follows:

That portion of the Southeast ¼ of Section 35, Township 1 North, Range 5 East, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, more particularly described as follows:

Commencing at a point on the East line of said Section 35 which is South 659.51 feet from the East ¼ corner of said Section 35; thence North 89 Deg. 47' 31" West, 1993.51 feet to the Northwest corner of that parcel of land conveyed to Tri-Valley Little League, Inc., by deed recorded December 23, 1982 as Instrument No. 82-256012, Official Records of said County, said point also being the true point of beginning; thence South 0 Deg. 08' 15" East, 584.76 feet to a point in the Northerly line of the San Bernardino County Flood Control Channel as said line now exists; thence Southwesterly along the Northerly line of said channel property 341.83 feet to a point on the Easterly line of the property conveyed to Hazel C. Matheny, et al. recorded August 29, 1966 in Book 6688, Page 4, Official Records of said County; thence North 0 Deg. 08' 39" West, 667.45 feet to a point in the Southerly line of Sunland Drive as said line now exists; thence South 89 Deg. 47' 31" East along the Southerly line of said Sunland Drive 332.25 feet to the true point of beginning.

APN: 0595-071-04

AND

The following described real property in the unincorporated area, County of San Bernardino, State of California, described as

That portion of Section 35, Township 1 North, Range 5 East, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to the Official Plat of said land approved by the Surveyor General, dated June 9, 1903, described as follows:

COMMENCING at a point in the East line of said Section 35, 659.51 feet South of the East ¼ corner of said Section; thence North 89 Deg. 47' 31" West, 1676.28 feet to the true point of beginning; thence continuing North 89 Deg. 47' 31" West 317.25 feet; thence South 0 Deg. 08' 15" East, 584.76 feet to the North line of the San Bernardino County Flood Control Channel, as per deeds recorded July 13, 1959 in Book 4873, Page 157, Official Records and July 3, 1962 in Book 5728, Page 24, Official Records; thence North 76 Deg. 12' 33" East along the Northerly line of said channel to a point which is 1676.28 feet Westerly measured at right angles from the East line of said Section, thence North 0 Deg. 07' 51" West to the true point of beginning. Except therefrom the North 30 feet.

APN: 0595-091-06

EXHIBIT "B"
DEPICTION OF PROPERTY
FOR 0595-071-04

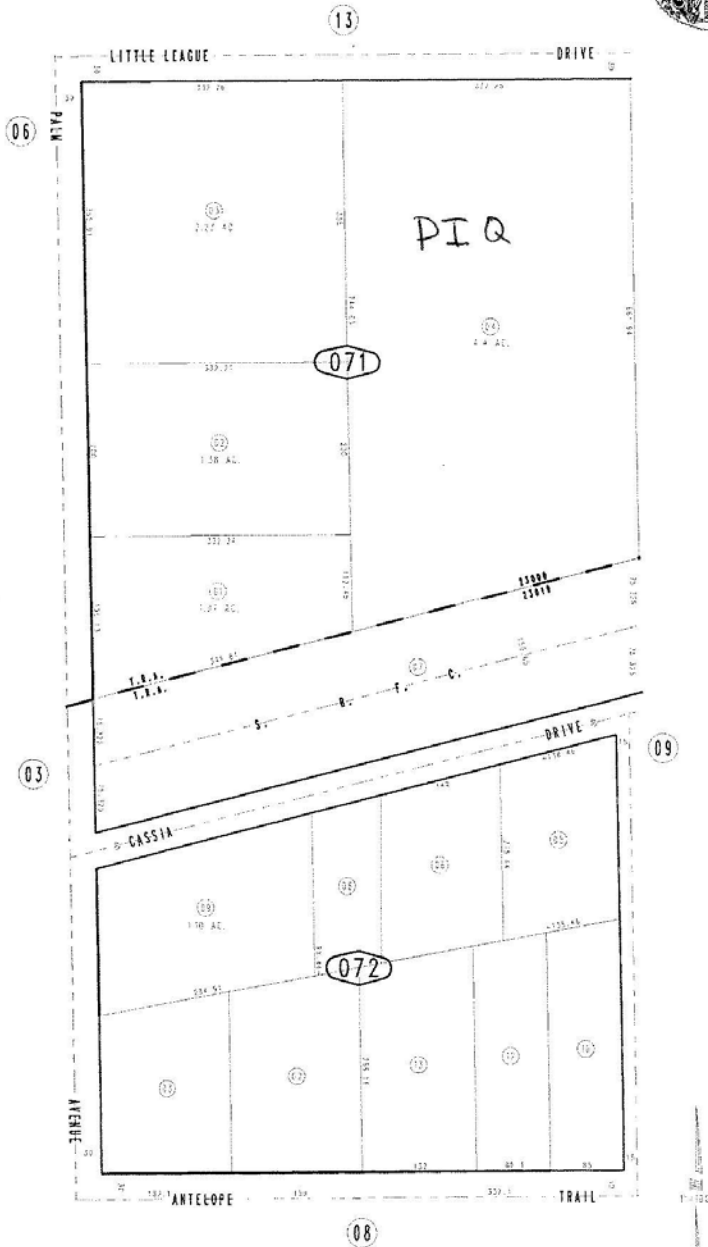
Description: San Bernardino, CA Assessor Map - Book, Page 595.7 Page: 1 of 1
 Order: parcel map Comment:



THIS MAP IS FOR THE PURPOSE
 OF THE ASSESSOR'S MAP ONLY

Pin. S.E.1/4, Sec.35, T.1N.,R.5E., S.B.B.&M.

Town of Yucca Valley
 Tax Rate Area
 23000123019
 0595 - 07



February 2005

Assessor's Map
 Book 0595 Page 07
 San Bernardino County

04/27/05 05

