

**COPY** of Document Recorded  
on 1/3/12 as No. 2012-0001399  
has not been compared with  
original.  
**LARRY W. WARD**  
County Recorder  
RIVERSIDE COUNTY CALIFORNIA

Recording requested by:

First American Title Co.  
3400 Central Ave Suite 100  
Riverside, California 92506  
Escrow No. 3726671

When recorded mail to:

Jurupa-Mini Units  
5885-5909 Jurupa Avenue  
Riverside CA. 92504

FOR RECORDER'S OFFICE USE ONLY

Project: Jurupa Avenue Grade Separation  
APN: 187-230-005 through -008

**DX -1554**


**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantor does hereby grant to JURUPA MINI-UNITS a Partnership the real property as described in **EXHIBIT A** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

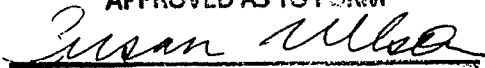
Dated June 3, 2011

CITY OF RIVERSIDE, a California charter city and municipal corporation

By   
Deanna Lorson, Assistant City Manager for  
Bradley J. Hudson, City Manager

Attest   
Colleen J. Nicol, City Clerk

APPROVED AS TO FORM

  
DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

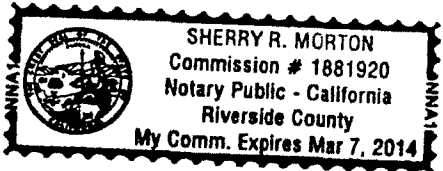
CIVIL CODE § 1189

State of California

County of Riverside

On June 3, 2011 before me, Sherry R. Morton, Notary Public.

personally appeared Deanna Larson and Colleen J. Nicol



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

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

WITNESS my hand and official seal.

Signature: Sherry R. Morton

Place Notary Seal Above OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

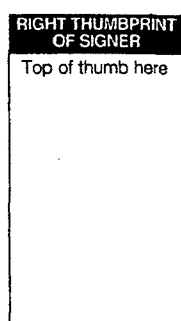
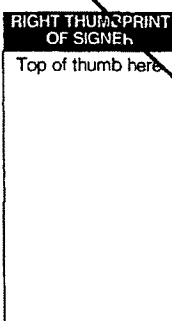
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer Is Representing:

DX1554

**EXHIBIT "A"**

**PARCEL 1**

A.P.N. POR. 187-230-005  
Former UPRR Railroad

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

That portion of Lot 2 in Block A of Tract No. 2 of the Riverview Addition to the City of Riverside, as shown by map on file in Book 6, Page 63 of Maps, records of Riverside County, California, lying northerly of the southerly line of the L.A. & Salt Lake Railroad Right-of-Way, as shown by Parcel Map on file in Book 112, Pages 33 and 34 of Parcel Maps, records of said Riverside County, and lying southerly of the following described line:

COMMENCING at the northwesterly corner of Parcel 1 of Parcel Map 17596, as shown by map on file in Book 112, Pages 33 and 34 of Parcel Maps, records of Riverside County, California;

THENCE North 4°48'29" East, along the northerly prolongation of the westerly line of said Parcel 1, a distance of 0.47 of a foot;

THENCE South 86°11'00" West, a distance of 31.36 feet, more or less, to an intersection with said southerly line of the L.A. & Salt Lake Railroad Right-of-Way, and the POINT OF BEGINNING of this line description;

THENCE North 86°11'00" East, a distance of 136.64 feet;

THENCE North 86°09'50" East, a distance of 10.85 feet to the beginning of a tangent curve concaving southerly and having a radius of 739.49 feet;

THENCE easterly to the right along said curve through a central angle of 42°14'34" an arc length of 545.21 feet to the southwesterly line of Union Pacific Railroad Right-of-Way as shown by said Parcel Map 17596;

THENCE South 44°14'42" East, along said Union Pacific Railroad Right-of-Way, a distance of 113.36 feet to said southerly line of the L.A. & Salt Lake Railroad Right-of-Way, and the END of this line description.

**PARCEL 2**

POR. A.P.N. 187-230-006 & -007  
Excess Warren -Koenig Property

Lot 1 in Block A of Tract No. 2, Riverview Addition, in the City of Riverside, County of

Riverside, State of California, as shown by map on file in Book 6, Page 63 of Maps, records of said County;

**EXCEPTING THEREFROM** that portion lying northerly of the southerly line of the L.A. & Salt Lake Camp Anza Spur Railroad right-of-way as shown on Record of Survey filed in Book 47, Page 28, of Records of Survey, records of said County;

**ALSO EXCEPTING THEREFROM** that portion lying southerly of a line that is parallel and 55.00 feet northerly, as measured at right angles from the centerline of Jurupa Avenue as shown on said map of Tract No. 2, Riverview Addition.

**RESERVING THEREFROM** an easement for slope and landscaping purposes lying southerly of the following described line:

Beginning at a point in the northeasterly line of said Lot 1, said point being distant along said northeasterly line North 44°14'42" West, 85.68 feet from the most easterly corner of said Lot 1;

Thence North 89°58'29" West, a distance of 287.03 feet to a point on the westerly line of Parcel 1 of Record of Survey on file in Book 47, Page 28 of Record of Surveys, records of said County.

**PARCEL 3**

POR. A.P.N. 187-230-008

Excess Hammerlund Property

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

Parcel 1 of Record of Survey on file in Book 47, Page 28 of Records of Survey, records of said County;

**EXCEPTING THEREFROM** that portion lying northerly of the southerly line of the L.A. & Salt Lake Camp Anza Spur Railroad right-of-way as shown on Record of Survey filed in Book 47, Page 28, of Records of Survey, records of said County;

**EXCEPTING THEREFROM** that portion described in deed to the City of Riverside by document recorded April 18, 1969, as Instrument No. 38434 of Official Records of Riverside County, California.

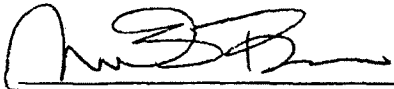
**RESERVING THEREFROM** an easement for slope and landscaping purposes lying southerly of the following described line:

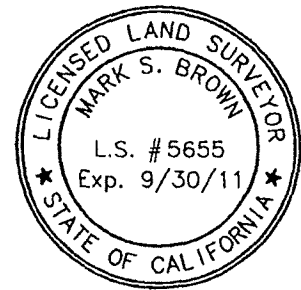
Beginning at a point in the northeasterly line of Lot 1 in Block A of Tract No. 2, Riverview Addition, as shown by map on file in Book 6, Page 63 of Maps, records of

said County, said point being distant along said northeasterly line North 44°14'42" West, 85.68 feet from the most easterly corner of said Lot 1;

Thence North 89°58'29" West, a distance of 287.03 feet to a point on the westerly line of Parcel 1 of Record of Survey on file in Book 47, Page 28 of Record of Surveys, records of said County.

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

 5/26/2011 Prep. \_\_\_\_\_  
Mark S. Brown, City Surveyor Date  
L.S. 5655 License Expires 9/30/11



**EXHIBIT A**  
**CITY TO BLUMENTHAL**

TRACT No. 2  
Riverview Addition  
MB 6/63

LOT 2  
BLOCK A

BLUMENTHAL  
APN 187-230-002

Por. No. 2  
RS 47/28

FOR APN 187-230-002  
BLUMENTHAL TO CITY TO RAILROAD  
AREA: 10565 SQ. FT./-

**FEE PROPERTY**

**BLUMENTHAL TO CITY TO RAILROAD**  
AREA: 10,565 SQ. FT./-

**CITY TO BLUMENTHAL**  
AREA: 15,493 SQ. FT./-  
AREA: 11,953 SQ. FT./-  
AREA: 20,840 SQ. FT./-  
TOTAL: 48,286 SQ. FT./-

**SLOPE EASEMENT**

**BLUMENTHAL TO CITY**  
AREA: 400 SQ. FT./-

**RETAINED BY CITY**  
AREA: 6982 SQ. FT./-

**TEMPORARY CONSTRUCTION EASEMENT**

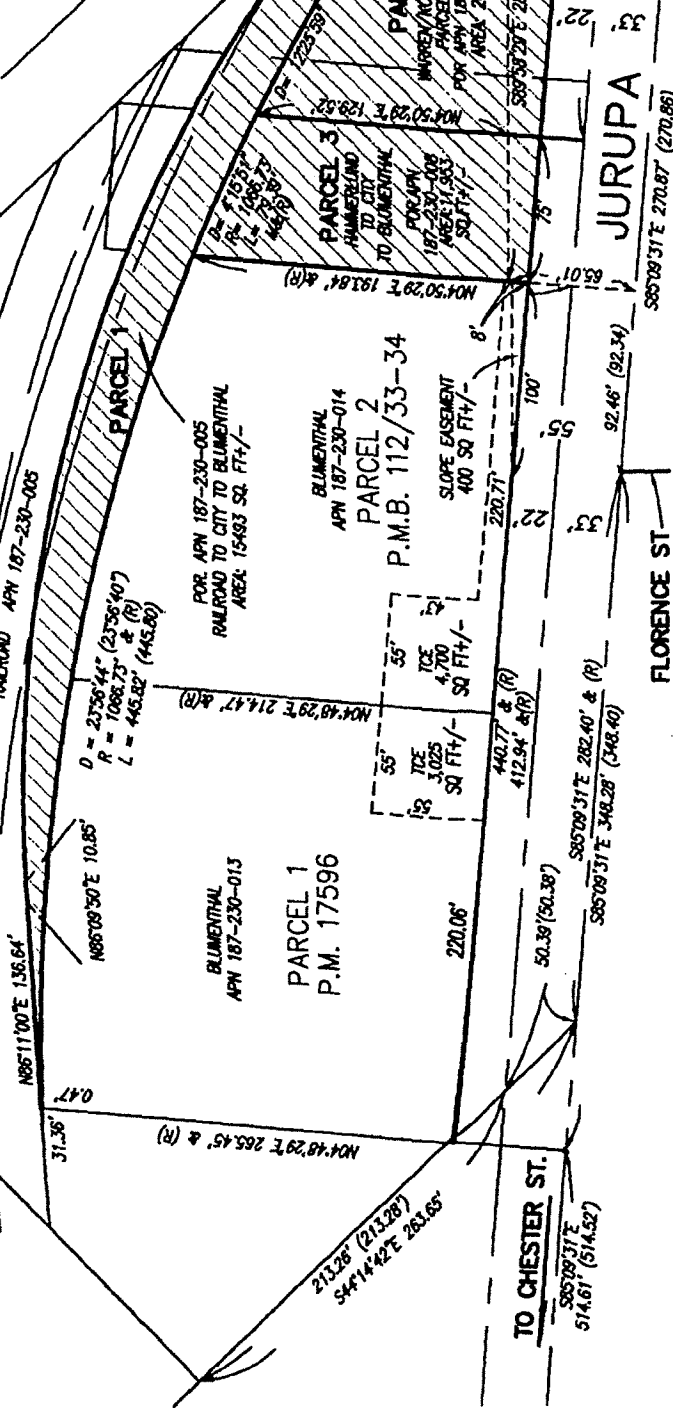
**BLUMENTHAL TO CITY**  
AREA: 3,025 SQ. FT./-

**AREA: 4,700 SQ. FT./-**

**UNION PACIFIC RAILROAD**



SP. LA. & SL. RR. CO.  
JAN. 19, 1903  
147/354 ET SEQ., DEEDS. RV. CO.



**CITY OF RIVERSIDE, CALIFORNIA**

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

SCALE: N.T.S. DRAWN BY: M59 DATE: 05/12/2011 SUBJECT: CITY TO BLUMENTHAL

SHEET 1 OF 1

DX1554

**RECORDING REQUESTED BY FIRST AMERICAN TITLE COMPANY:**

**WHEN RECORDED MAIL TO:**

Robert B. Blumenthal  
P.O. Box 20559  
Riverside, CA. 92516

**COPY** of Document Recorded  
on 1/3/12 as No. 2012-0001400  
has not been compared with  
original.  
**LARRY W. WARD**  
County Recorder  
RIVERSIDE COUNTY CALIFORNIA

**MEMORANDUM OF REAL PROPERTY**

**TRANSFER AGREEMENT**

This Memorandum of Real Property Transfer Agreement ("Memorandum") is entered into by and between the City of Riverside, a California corporation (the "City") and Jurupa Mini-Units, a Partnership (hereinafter "Grantee") for the purpose of memorializing for recordation that certain Real Property Transfer Agreement ("Agreement") by and between the Parties which is incorporated herein by reference as though set forth in full. The City and Grantee are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties have executed this Memorandum on the dates set forth below next to their respective signatures.

**RECITALS**

The City is the owner in fee of certain real property commonly known as Assessor's Parcel Numbers 187-230-006, 187-230-007 and 187-230-008 located in the City of Riverside, County of Riverside, State of California and more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Koenig and the Hammerlund Properties"). The City also holds a fee interest in a portion of Assessor Parcel Number 187-230-005 located in the City of Riverside, County of Riverside, State of California and more fully described in Exhibit "B" attached hereto and incorporated herein by reference (the "UP Parcel"), Exhibit "A" sets forth full legal descriptions of all properties described in this section and, as set forth infra. The City and Grantee are entering into the Agreement, providing for the transfer and conveyance of the Hammerlund and Koenig Properties, and the UP Parcel to Grantee, in connection with and as part of the settlement of an eminent domain lawsuit, Riverside County Superior Court Case No. RIC452579 ("Case No. 452579"), as set forth in the Stipulation and Order for Judgment in Condemnation ("Stipulation") entered into in Case No. RIC452579 on March 15, 2011.

The Real Property Transfer Agreement ("Agreement") provides, inter alia, the terms which are hereinafter set forth

1. TRANSFER

1.1 Property. The City agrees to transfer the Hammerlund and Koenig Properties, and the UP Parcel (collectively the "Property") to Grantee, upon the terms and conditions set forth in the Agreement.

2 THE CITY'S REPRESENTATIONS AND WARRANTIES.

2.1 Representation and Warranties. The City hereby represents and warrants to Grantee that the following statements are true and correct.

2.2 Hazardous Materials and/or Hazardous Substances. To the best of City's knowledge, the City is not aware that any Hazardous Materials and/or Hazardous Substances have been used, generated, manufactured, stored, transported to or from, or disposed of on, under or about the Property or any other adjoining property owned by the City, Union Pacific, or the former owners, agents, or tenants of the Koenig and the Hammerlund Properties.

2.3 Maintenance of Slope Easement Area. The City is acquiring a slope easement by eminent domain in Case No. 452579. In addition, the City's conveyance of the Hammerlund and Koenig properties shall include the reservation of slope easements on both properties, as described in Exhibit "A" attached hereto. The City hereby acknowledges that for each of the above-referenced slope easements, the City shall be obligated to maintain the area of each slope, including but not limited to maintaining each slope easement area in a weed free and trash free condition, in compliance with Riverside Municipal Code.

2.4 Representations re Access: The City represents and warrants that the asphalt pad ("Asphalt Pad") constructed on the UP Parcel, in the rear of the building on APN 187-230-014, has been constructed and provides legal access to the east side of the existing building on APN 187-230-014 and legal access to the Hammerlund and Koenig Properties. The Asphalt Pad is further illustrated in the aerial exhibit attached hereto as Exhibit "C".

The City further represents and warrants that the Asphalt Pad provides legal and sufficient access to the Hammerlund and Koenig Properties for development that complies with the current zoning and development standards applicable to those properties as of the date of the Agreement, and satisfies the City's requirements, as of the date of the Agreement, for a fire access apparatus road.

The City further represents and warrants that the Asphalt Pad has been constructed in strict conformance with City of Riverside Public Works, Building and Safety, Engineering Department drawings, and that it meets Utility Department requirements, Planning Department requirements, Fire Department requirements, and City Municipal Code Requirements.

2.5 Indemnification Agreement: The City agrees to indemnify, defend and hold Grantee harmless from any and all claims, demands, fines, penalties, liabilities, judgments losses, damages, expenses, including but not limited to attorneys' fees, experts' fees, and costs, arising out of any release or presence of "**Hazardous Materials and/or Hazardous Substances**" (as defined by applicable federal, state and local statutes, rules and regulations) on, in, into, out of,



or under the Property and/or any breach of the Agreement by the City, including but not limited to any breach of the City's representations and warranties made herein. This indemnification includes claims by Grantee and is not limited to claims by third parties.

2.6 Survival of Covenants, Representations and Warranties. The covenants, representations and warranties contained in this Article 2, shall survive recordation of the Grant Deed and the Close of Escrow, and shall be deemed to run with the land, with the property owned by Grantee (addressed as 5885, 5895, and 5909 Jurupa Avenue, Riverside, California) and legally described in the attached Exhibit "D" as well as the Koenig and the Hammerlund properties, as more legally described in Exhibit "A" and the UP Parcel, legally described in Exhibit B, being the benefitted properties of the covenants, representations and warranties made by the City of Riverside as set forth in the Agreement. The covenants, representations and warranties shall be binding upon and shall inure to the benefit of the voluntary and involuntary successors and assigns of the Parties hereto. All properties included herein are located in Riverside County, California. Close of Escrow shall not be deemed a waiver or satisfaction of such covenants, representations and warranties.

2.7 No Further Representations. Except as otherwise expressly provided for in Sections 2.1 through 2.6, above, the City makes no representations as to the utility, feasibility, legality or probability of any use or condition of, or on, the Property.

### 3. MISCELLANEOUS

3.1 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. No counterpart shall be effective or binding unless and until all Parties hereto have signed this Agreement and delivered the original signed counterpart to the other Party.

3.2 Exhibit(s). The Exhibit(s) referenced herein and attached hereto are hereby incorporated herein by this reference.

3.3 Applicable Law. All questions with respect to this Memorandum, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California, without application of conflicts of law principles. Any and all legal actions seeking to enforce the terms and provisions of the Agreement shall be brought in the State of California Superior Court, County of Riverside.

3.5 Assignment and Vesting. Grantee shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the consent or approval of the City. The City shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Grantee, which consent may be given or withheld in Grantee's sole discretion.

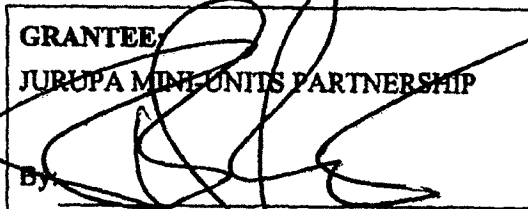


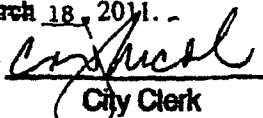
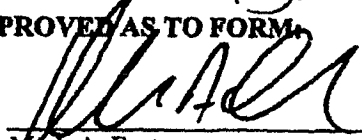
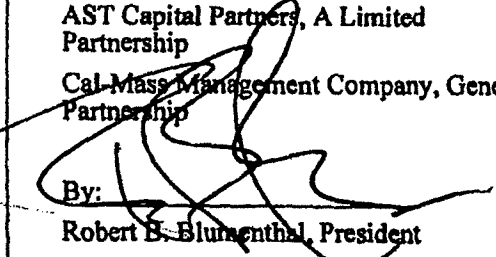

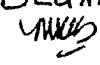
3.6 Successors and Assigns. The Agreement shall be binding upon and shall inure to the benefit of the voluntary and involuntary successors and assigns of the Parties hereto.

3.7 Construction. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall prevail.

3.8 **Legal Fees.** In the event any action or proceeding is brought to enforce or construe any of the provisions of the Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover its reasonable attorneys' fees, experts' fees and costs.

3.9 **Effective Date.** The Agreement shall be effective as of March 14, 2011.

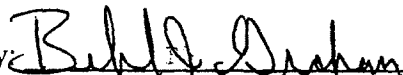
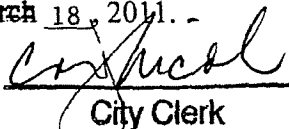
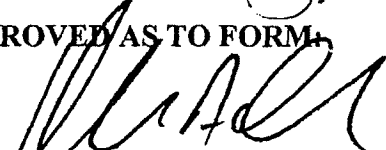
IN WITNESS WHEREOF, each Party has executed this Memorandum on the date set forth below next to that Party's signature.

<b>GRANTEE:</b> JURUPA MINI-UNITS PARTNERSHIP	<b>GRANTOR:</b> THE CITY OF RIVERSIDE, a California Municipal corporation
By:  Robert B. Blumenthal, Partner in Jurupa Mini Units Partnership	By:  Bradley Hudson, City Manager
By:  Jon B. Blumenthal, Trustee of the Jon B. Blumenthal Trust, Partner in Jurupa Mini Units Partnership	Date Executed: <del>March 18</del> <sup>April</sup> 18, 2011. Attest:  City Clerk
AST Capital Partners, A Limited Partnership Cal-Mass Management Company, General Partnership	<b>APPROVED AS TO FORM:</b> By:  Mark A. Easter Best & Krieger, LLP Counsel to the City of Riverside
By:  Robert B. Blumenthal, President	Date Executed: <del>March 15</del> <sup>April</sup> 15, 2011.
By:  <del>Marla Blumenthal</del> , Secretary - Treasurer. MARLA BLUMENTHAL 	By: _____ Michael H. Liefer Michael I. Kehoe Palmieri, Tyler, Wiener, Wilhelm & Waldron Attorneys for Grantees
Date Executed: <del>March</del> <sup>June 3</sup> _____, 2011.	Date Executed: March __, 2011.

3.8 Legal Fees. In the event any action or proceeding is brought to enforce or construe any of the provisions of the Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover its reasonable attorneys' fees, experts' fees and costs.

3.9 Effective Date. The Agreement shall be effective as of March 14, 2011.

IN WITNESS WHEREOF, each Party has executed this Memorandum on the date set forth below next to that Party's signature.

<b>GRANTEE:</b> JURUPA MINI-UNITS PARTNERSHIP	<b>GRANTOR:</b> THE CITY OF RIVERSIDE, a California Municipal corporation
By: _____ Robert B. Blumenthal, Partner in Jurupa Mini Units Partnership	By:  Belinda J. Graham for Bradley Hudson, City Manager
By: _____ Jon B. Blumenthal, Trustee of the Jon B. Blumenthal Trust, Partner in Jurupa Mini Units Partnership	Date Executed: <del>March</del> <sup>April</sup> 18, 2011.
AST Capital Partners, A Limited Partnership Cal-Mass Management Company, General Partnership	Attest:  City Clerk
By: _____ Robert B. Blumenthal, President	APPROVED AS TO FORM:
By: _____ Marla Blumental, Secretary - Treasurer.	By:  Mark A. Easter Best & Krieger, LLP Counsel to the City of Riverside
Date Executed: March ___, 2011.	Date Executed: <del>March</del> <sup>April</sup> 15, 2011.
	By: _____ Michael H. Liefer Michael I. Kehoe Palmieri, Tyler, Wiener, Wilhelm & Waldron Attorneys for Grantees
	Date Executed: March ___, 2011.

3.8 Legal Fees. In the event any action or proceeding is brought to enforce or construe any of the provisions of the Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover its reasonable attorneys' fees, experts' fees and costs.

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<b>GRANTEE:</b> JURUPA MINI-UNITS PARTNERSHIP	<b>GRANTOR:</b> THE CITY OF RIVERSIDE, a California Municipal corporation
By: _____ Robert B. Blumenthal, Partner in Jurupa Mini Units Partnership	By: <u>Bradley Hudson</u> Bradley Hudson, City Manager
By: _____ Jon B. Blumenthal, Trustee of the Jon B. Blumenthal Trust, Partner in Jurupa Mini Units Partnership	Date Executed: <del>March</del> <sup>April</sup> 18, 2011. - Attest: <u>[Signature]</u> City Clerk
AST Capital Partners, A Limited Partnership Cal-Mass Management Company, General Partnership	<b>APPROVED AS TO FORM:</b> By: <u>[Signature]</u> Mark A. Easter Best & Krieger, LLP Counsel to the City of Riverside
By: _____ Robert B. Blumenthal, President	Date Executed: <del>March</del> <sup>April</sup> 15, 2011.
By: _____ Marla Blumental, Secretary - Treasurer.	By: <u>[Signature]</u> Michael H. Liefer Michael I. Kehoe Palmieri, Tyler, Wiener, Wilhelm & Waldron Attorneys for Grantees
Date Executed: March __, 2011.	Date Executed: <del>March</del> <sup>June</sup> 8, 2011.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California )SS  
COUNTY OF RIVERSIDE )

NOTARY PUBLIC

On JUNE 03, 2011 before me, Mitzy Fernandez, Notary Public, personally appeared

ROBERT B. BLUMENTHAL

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

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

WITNESS my hand and official seal.

Signature Mitzy Fernandez



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

ROBERT B Blumenthal  
Name of Person or Entity

[Signature]  
Name of Person or Entity

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: MEMORANDUM of Real Property Transfer Agreement

NUMBER OF PAGES 11 DATE OF DOCUMENT JUN 3, 2011

SIGNER(S) OTHER THAN NAMED ABOVE Jon Blumenthal & Maria Blumenthal

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California )SS  
COUNTY OF RIVERSIDE )

On JUNE 03, 2011 before me, Mitzy Fernandez, <sup>NOTARY PUBLIC</sup> Notary Public, personally appeared JON B. BLUMENTHAL

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

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

WITNESS my hand and official seal.

Signature

*Mitzy Fernandez*



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

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- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Jon Blumenthal  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

**OPTIONAL SECTION**

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TITLE OR TYPE OF DOCUMENT: MEMORANDUM of Real Property Transfer Agreement  
NUMBER OF PAGES 11 DATE OF DOCUMENT June 3 2011  
SIGNER(S) OTHER THAN NAMED ABOVE Robert Blumenthal & Marla Blumenthal

Reproduced by 11/2007

*DX1554*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California )SS  
COUNTY OF RIVERSIDE )

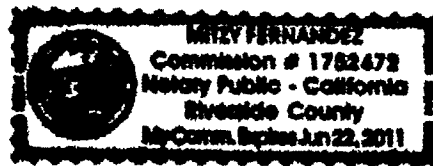
On JUNE 03, 2011 before me, Mitzy Fernandez - NOTARY PUBLIC, Notary Public, personally appeared ROBERT B. BLUMENTHAL

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

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

WITNESS my hand and official seal.

Signature



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S) President
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Robert B Blumenthal  
Name of Person or Entity

  
Name of Person or Entity

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Memorandum of Real Property Transfer Agreement

NUMBER OF PAGES 11 DATE OF DOCUMENT June 3, 2011

SIGNER(S) OTHER THAN NAMED ABOVE Son Blumenthal & Mark Blumenthal

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

File No: RRI-3726671 (DD)

APN No: 187-230-006-1

STATE OF California )SS  
COUNTY OF Riverside )

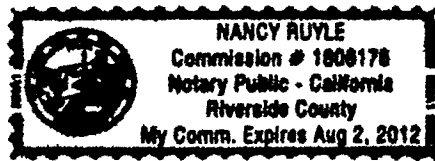
On June 6, 2011 before me, Nancy Ruyle, Notary Public, personally appeared Marla Blumenthal

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

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

WITNESS my hand and official seal.

Signature Nancy Ruyle



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED                       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Memorandum of Real Property

NUMBER OF PAGES 11 DATE OF DOCUMENT not dated

SIGNER(S) OTHER THAN NAMED ABOVE Robert B. Blumenthal, Jon B. Blumenthal, Bradley Hudson

*DX1554*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

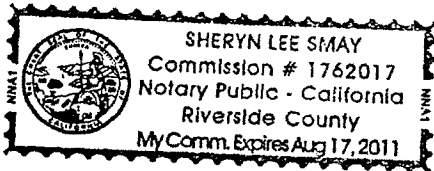
State of California

County of RIVERSIDE

On JUNE 3, 2011 before me, SHERYN LEE SMAY, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared BELINDA J. GRAHAM  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal

Signature: Sheryn Smay  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

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

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

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

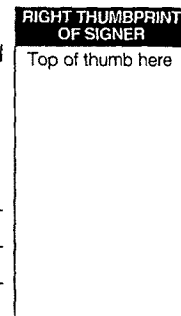
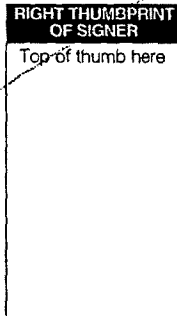
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



*DX1554*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

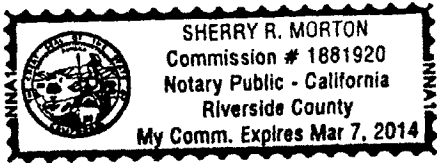
State of California

County of Riverside }

On June 3, 2011 before me, Sherry R. Morton, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Colleen J. Nicol  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Sherry R. Morton  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

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

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

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: \_\_\_\_\_

*DX155A*

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

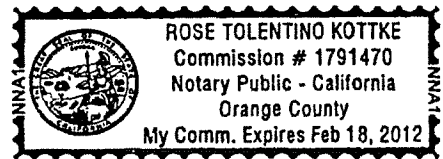
On June 8, 2011, before me, Rose Tolentino Kottke, Notary Public, personally appeared Michael I. Kehoe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Rose Tolentino Kottke*

(Seal)



*DX1554*

**EXHIBIT "A"**

**PARCEL 1**

A.P.N. POR. 187-230-005  
Former UPRR Railroad

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

That portion of Lot 2 in Block A of Tract No. 2 of the Riverview Addition to the City of Riverside, as shown by map on file in Book 6, Page 63 of Maps, records of Riverside County, California, lying northerly of the southerly line of the L.A. & Salt Lake Railroad Right-of-Way, as shown by Parcel Map on file in Book 112, Pages 33 and 34 of Parcel Maps, records of said Riverside County, and lying southerly of the following described line:

COMMENCING at the northwesterly corner of Parcel 1 of Parcel Map 17596, as shown by map on file in Book 112, Pages 33 and 34 of Parcel Maps, records of Riverside County, California;

THENCE North 4°48'29" East, along the northerly prolongation of the westerly line of said Parcel 1, a distance of 0.47 of a foot;

THENCE South 86°11'00" West, a distance of 31.36 feet, more or less, to an intersection with said southerly line of the L.A. & Salt Lake Railroad Right-of-Way, and the POINT OF BEGINNING of this line description;

THENCE North 86°11'00" East, a distance of 136.64 feet;

THENCE North 86°09'50" East, a distance of 10.85 feet to the beginning of a tangent curve concaving southerly and having a radius of 739.49 feet;

THENCE easterly to the right along said curve through a central angle of 42°14'34" an arc length of 545.21 feet to the southwesterly line of Union Pacific Railroad Right-of-Way as shown by said Parcel Map 17596;

THENCE South 44°14'42" East, along said Union Pacific Railroad Right-of-Way, a distance of 113.36 feet to said southerly line of the L.A. & Salt Lake Railroad Right-of-Way, and the END of this line description.

**PARCEL 2**

POR. A.P.N. 187-230-006 & -007  
Excess Warren -Koenig Property

Lot 1 in Block A of Tract No. 2, Riverview Addition, in the City of Riverside, County of

Riverside, State of California, as shown by map on file in Book 6, Page 63 of Maps, records of said County;

**EXCEPTING THEREFROM** that portion lying northerly of the southerly line of the L.A. & Salt Lake Camp Anza Spur Railroad right-of-way as shown on Record of Survey filed in Book 47, Page 28, of Records of Survey, records of said County;

**ALSO EXCEPTING THEREFROM** that portion lying southerly of a line that is parallel and 55.00 feet northerly, as measured at right angles from the centerline of Jurupa Avenue as shown on said map of Tract No. 2, Riverview Addition.

**RESERVING THEREFROM** an easement for slope and landscaping purposes lying southerly of the following described line:

Beginning at a point in the northeasterly line of said Lot 1, said point being distant along said northeasterly line North 44°14'42" West, 85.68 feet from the most easterly corner of said Lot 1;

Thence North 89°58'29" West, a distance of 287.03 feet to a point on the westerly line of Parcel 1 of Record of Survey on file in Book 47, Page 28 of Record of Surveys, records of said County.

**PARCEL 3**

POR. A.P.N. 187-230-008

Excess Hammerlund Property

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

Parcel 1 of Record of Survey on file in Book 47, Page 28 of Records of Survey, records of said County;

**EXCEPTING THEREFROM** that portion lying northerly of the southerly line of the L.A. & Salt Lake Camp Anza Spur Railroad right-of-way as shown on Record of Survey filed in Book 47, Page 28, of Records of Survey, records of said County;

**EXCEPTING THEREFROM** that portion described in deed to the City of Riverside by document recorded April 18, 1969, as Instrument No. 38434 of Official Records of Riverside County, California.

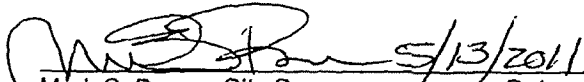
**RESERVING THEREFROM** an easement for slope and landscaping purposes lying southerly of the following described line:

Beginning at a point in the northeasterly line of Lot 1 in Block A of Tract No. 2, Riverview Addition, as shown by map on file in Book 6, Page 63 of Maps, records of

said County, said point being distant along said northeasterly line North 44°14'42" West, 85.68 feet from the most easterly corner of said Lot 1;

Thence North 89°58'29" West, a distance of 287.03 feet to a point on the westerly line of Parcel 1 of Record of Survey on file in Book 47, Page 28 of Record of Surveys, records of said County.

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

 5/13/2011 Prep. \_\_\_\_\_  
Mark S. Brown, City Surveyor Date  
L.S. 5655 License Expires 9/30/11



**EXHIBIT A**  
CITY TO BLUMENTHAL

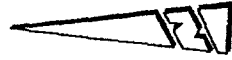
TRACT No. 2  
Riverview Addition  
MB 6/63

LOT 2  
BLOCK A  
BLUMENTHAL  
APN 187-230-002  
Por. No. 2  
RS 47/28  
Por. APN 187-230-002  
BLUMENTHAL TO CITY TO RAILROAD  
AREA: 10565 SQ. FT./-

FEE PROPERTY  
BLUMENTHAL TO CITY TO RAILROAD CITY TO BLUMENTHAL  
AREA: 10,565 SQ. FT./-  
AREA: 15,493 SQ. FT./-  
AREA: 11,953 SQ. FT./-  
AREA: 20,840 SQ. FT./-  
TOTAL: 48,266 SQ. FT./-

SLOPE EASEMENT  
BLUMENTHAL TO CITY RETAINED BY CITY  
AREA: 400 SQ. FT./-  
AREA: 6982 SQ. FT./-

TEMPORARY CONSTRUCTION EASEMENT  
BLUMENTHAL TO CITY  
AREA: 3,025 SQ. FT./-  
AREA: 4,700 SQ. FT./-



**UNION PACIFIC RAILROAD**

SP. LA. & SL RR Co.  
JAN. 19, 1903  
147/354 ET SEQ., DEEDS RV. Co.

PARCEL 1  
BLUMENTHAL  
APN 187-230-013  
P.M. 17596

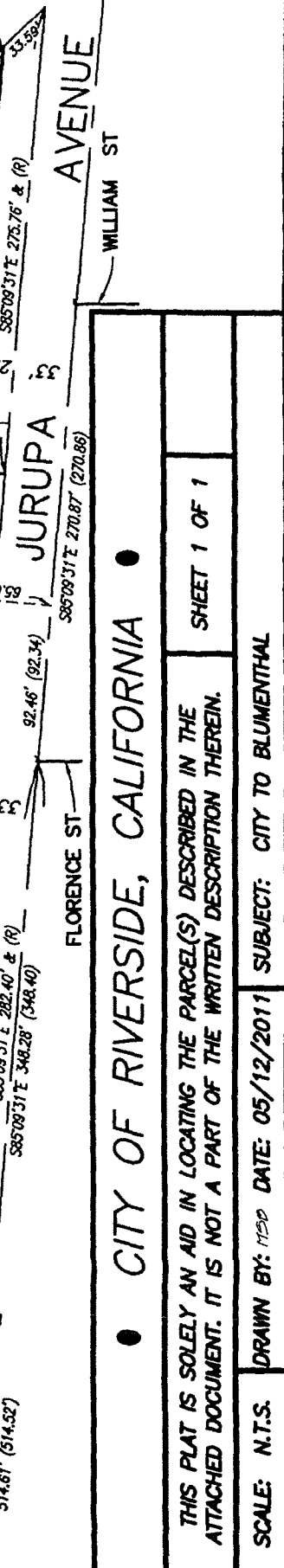
PARCEL 2  
BLUMENTHAL  
APN 187-230-014  
P.M.B. 112/33-34

PARCEL 3  
BLUMENTHAL  
APN 187-230-005  
P.M.B. 112/33-34

FOR APN 187-230-005  
RAILROAD TO CITY TO BLUMENTHAL  
AREA: 15493 SQ. FT./-

FOR APN 187-230-008  
SLOPE EASEMENT  
400 SQ. FT./-

FOR APN 187-230-006 & -007  
WARREN/WASING TO CITY  
PARCEL 4  
APN 187-230-006 & -007  
AREA: 20,840 SQ. FT./-



**CITY OF RIVERSIDE, CALIFORNIA**

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

SCALE: N.T.S. DRAWN BY: NED DATE: 05/12/2011 SUBJECT: CITY TO BLUMENTHAL

SHEET 1 OF 1

DX1554



Approx. 1/2" (1.27 cm) in length  
of these sections at time of  
finding on April 18, 2004

EXHIBIT C

DX1554



PARCEL 1: (APN: 187-230-002, SITUS 5895 JURUPA AVE.)

THAT PORTION OF PARCEL 2 OF RECORD OF SURVEY ON FILE IN BOOK 47 PAGE 28 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHERLY OF THE NORTHERLY LINE OF L.A. & SALT LAKE CAMP ANZA SPUR, AS SHOWN ON SAID SURVEY AND DESCRIBED IN THAT CERTAIN CONDITIONAL CERTIFICATE OF COMPLIANCE RECORDED MARCH 06, 1989 AS INSTRUMENT NO. 68078 OF OFFICIAL RECORDS.

PARCEL 2: (APN: 187-230-013, SITUS 5909 JURUPA AVE.)

PARCEL 1 OF PARCEL MAP 17596, AS SHOWN BY MAP ON FILE IN BOOK 112, PAGES 33 AND 34 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3: (APN: 187-230-014, SITUS 5885 JURUPA AVE.)

PARCEL 2 OF PARCEL MAP 17596, AS SHOWN BY MAP ON FILE IN BOOK 112, PAGES 33 AND 34 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

*DX1554*