

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 11/18/14

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

663 A



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
 December 22, 2014

SUBJECT: Resolution No. 2015-014, Authorization to Convey Real Property located in the City of San Jacinto, County of Riverside, California, by Grant Deed; CEQA Exempt; District 3/District 3, [\$5,000] 100% Sale Proceeds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the sale of real property located in San Jacinto, Assessor's Parcel Number 437-021-004, also known as the Ramona Surplus; is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15312 – surplus government property sale and Section 15061 (b)(3) – no significant effect on the environment; and direct the Clerk of the Board to file the Notice of Exemption with the County Clerk;
2. Adopt Resolution No. 2015-014, Authorization to Convey Real Property in the City of San Jacinto, County of Riverside, by Grant Deed;

(Continued)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez 12/29/14

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,000	\$ 0	\$ 5,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% Sale Proceeds				Budget Adjustment: No	
				For Fiscal Year: 2014/15	

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: Resolution No. 2015-014, Authorization to Convey Real Property located in the City of San Jacinto, County of Riverside, California, by Grant Deed; CEQA Exempt; District 3/District 3, [\$5,000] 100% Sale Proceeds

DATE: December 22, 2014

PAGE: 2 of 2

RECOMMENDED MOTION: (Continued)

3. Approve the Offer and Agreement to Purchase Real Property, Grant Deed and authorize the Chairman of the Board of Supervisors to execute the same;
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and
5. Authorize reimbursement to the EDA/Real Estate Division for costs incurred for all acquisition expenses. The amount to be reimbursed is not-to-exceed \$5,000 for due diligence expenses and staff time.

BACKGROUND:

Summary

The property is a house converted to a commercial building containing approximately 1,336 square feet on land containing approximately 7,911 square feet situated at 156 S. Ramona Boulevard in the City of San Jacinto, County of Riverside, State of California. This property was deemed surplus due to the fact that it was no longer needed for the program that it once served.

On April 29, 2014, the Board of Supervisors adopted Resolution No. 2014-002, declaring the real property identified as Assessor's Parcel Number 437-021-004 (the "Property") to be of no necessity to the County, inviting bids to acquire the Property. Sealed bids are to be opened by the Clerk of the Board, and the public will be invited to oral bids in accordance with the Resolution.

A Public Hearing was held On May 20, 2014, Minute Order 9.1. One sealed bid was received from Ronald D. Kammeyer in the amount of \$60,000. An additional verbal bid was received in the amount of \$63,500 from a member of the audience. The Board of Supervisors rejected both bids as they were deemed too low. The appraised value of the property is \$93,500.

On August 25, 2014 communication was received from Ronald D. Kammeyer offering \$80,000 cash for the property. The Real Estate Division recommends approval of this item considering that the property is in need of several thousands of dollars in necessary maintenance repairs and modifications.

The attached Offer and Agreement to Purchase Real Property has been reviewed and approved as to form by County Counsel.

Impact on Citizens and Businesses

The sale proceeds will enable the County to better provide needed mental health services to the community.

Attachments:

Resolution No. 2015-014; Agreement to Purchase Real Property (4); Grant Deed; Aerial Image
CEQA Notice of Exemption

2 **Resolution No. 2015-014**

3 **Authorization to Convey Real Property in the City of San Jacinto, County of Riverside,**
4 **California by Grant Deed**

5 **WHEREAS,** the County of Riverside is the owner of Real Property consisting of a
6 house converted to a commercial building contained approximately 1,336 square feet on land
7 containing approximately 7,911 square feet situated at 156 S. Ramona Boulevard in the City of
8 San Jacinto, County of Riverside, State of California, also (identified as APN 437-021-004,) as
9 described in Exhibit "A."

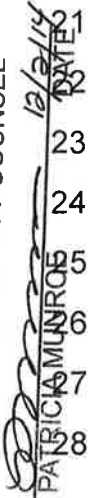
10 **WHEREAS,** the Real Property is no longer necessary to be retained by the County for
11 public purposes;

12 **WHEREAS,** on May 20, 2014 during public hearing, sealed bids were opened and oral
13 bids were received; all were rejected as too far below appraised value;

14 **WHEREAS,** on August 25, 2014 the Economic Development Agency Real Estate
15 Division received and accepted a more reasonable offer from Ronald D. Kammeyer in the
16 amount of Eighty Thousand Dollars (\$80,000); now, therefore,

17 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Supervisors of the
18 County of Riverside, California, in regular session assembled on January 6, 2015, at 9:00 a.m.,
19 in the meeting room of the Board of Supervisors located on the 1st floor of the County
20 Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the conveyance by
21 grant deed to Ronald D. Kammeyer, the following described real property: Certain real property
22 located in the County of Riverside, State of California, more particularly described in Exhibit A
23 Legal Description, attached hereto and thereby made a part hereof.

24 **BE IT FURTHER RESOLVED AND DETERMINED** that the Chairman of the Board of
25 Supervisors of the County of Riverside is authorized to execute the documents to complete the
26 conveyance of real property and this transaction.
27
28

FORM APPROVED COUNTY COUNSEL
BY: 
PATRICIA MUNRO

1 **BE IT FURTHER RESLOVED AND DETERMINED** that the Assistant County Executive
2 Officer/EDA or his designee is authorized to execute any other documents to complete this
3 transaction.

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EXHIBIT "A"

The land referred to herein is situated in the State of California, county of Riverside, City of San Jacinto, and described as follows:

LOT 4 OF L.H. GREEN'S SECOND ADDITION TO THE TOWN OF SAN JACINTO AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 83 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

Recorded at request of and return to:
Economic Development Agency/
Real Estate Division
3403 10th Street, Suite 400
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

LH:mr/091814/003MH/17.146

(Space above this line reserved for Recorder's use)

PROJECT: RAMONA SURPLUS
APN: 437-021-004

GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Grants to Ronald D. Kammeyer and Cynthia Schouten Kammeyer, real property located in the County of Riverside, State of California, as more particularly described as:

See Exhibit "A" attached hereto
and made a part hereof

PROJECT: RAMONA SURPLUS
APN: 437-021-004

Dated: _____

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

Jeff Stone, Chairman
Board of Supervisors

STATE OF CALIFORNIA)
)
COUNTY OF _____)

FORM APPROVED COUNTY COUNSEL
BY: Patricia Munroe 9/23/14
PATRICIA MUNROE DATE

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

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

WITNESS my hand and official seal:

Signature _____

[SEAL]

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APN: 437-021-004

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See Exhibit "A" attached hereto
and made a part hereof

PROJECT: RAMONA SURPLUS
APN: 437-021-004

Dated: _____

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

Marion Ashley, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Patricia Munroe 9/23/14
PATRICIA MUNROE DATE

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal:

Signature _____

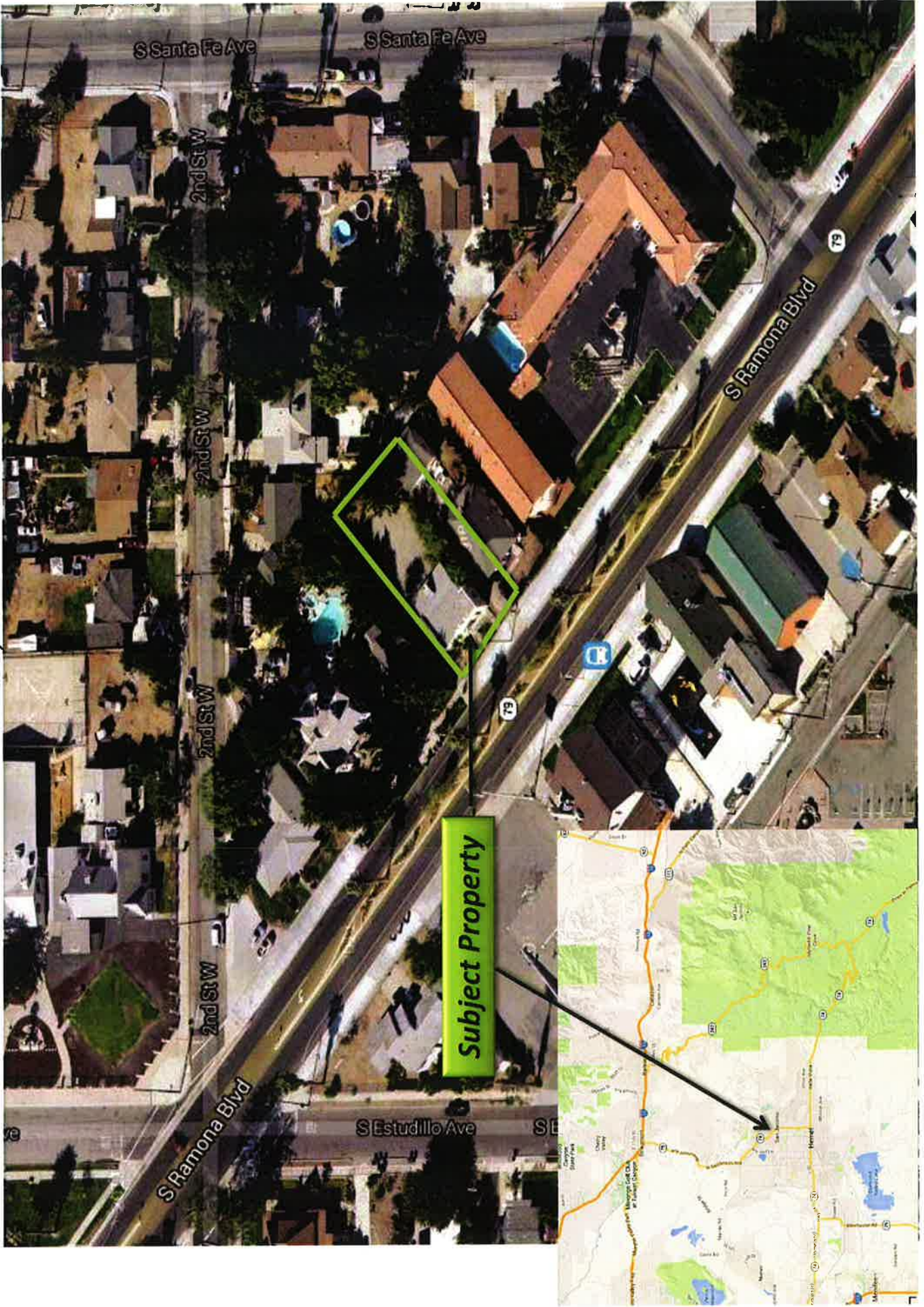
[SEAL]

EXHIBIT "A"

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LOT 4 OF L.H. GREEN'S SECOND ADDITION TO THE TOWN OF SAN JACINTO AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 83 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

Aerial Image
156 S. Ramona Blvd, San Jacinto





NOTICE OF EXEMPTION

November 10, 2014

Project Name: County of Riverside, Resolution No. 2014-185 to Convey Real Property in San Jacinto

Project Number: FM04104100003

Project Location: 156 S. Ramona Blvd, San Jacinto, California. Assessor Parcel Numbers 437-021-004 (see attached exhibit)

Description of Project: The property is a house converted to a commercial building containing approximately 1,336 square feet on land containing approximately 7,911 square feet situated at 156 S. Ramona Boulevard in the City of San Jacinto, County of Riverside, California. This property was deemed surplus due to the fact that it was no longer needed for the program that it once served. On April 29, 2014, the Board of Supervisors adopted Resolution No. 2014-002, declaring the real property identified as Assessor's Parcel Number 437-021-004 (the "Property") to be of no necessity to the County, and inviting bids to acquire the Property. On May 20, 2014, a Public Hearing was held. The appraised value of the property was determined to be \$93,500. Minute Order 9.1 and one of the sealed bids in the amount of \$60,000 were received from Ronald D. Kammeyer. There was one additional verbal bid in the amount of \$63,500 from a member of the audience. The Board of Supervisors rejected both bids as they were deemed too low. On August 25, 2014 communication was received from Ronald D. Kammeyer offering \$80,000 Dollars all cash for the property. Subsequently, the offer was received and an Agreement to Purchase Real Property has been reviewed and approved. The Project is limited to the sale of the property alone and would not result in any physical changes or alterations to the existing structure.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency


Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15312, Sale of Surplus Government Property Exemption and Section 15061, General Rule "Common Sense" Exemption.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments and will not result in any physical changes to the existing site or structures. Further, no unusual circumstances or potential cumulative impacts would

occur that may reasonably create an environmental impact. The conveyance of real property will not have an effect on the environment; thus, no environmental impacts are anticipated to occur.

- Section 15312 – Sale of Surplus Government Property Exemption. The project as proposed is the sale of real property consisting of approximately 7,911 square feet of land with an existing 1,336 square-foot residential structure. An offer was received from the purchaser for this property on August 25, 2014. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA. Any future changes or alterations by the purchaser would require its own separate discretionary review.
- 15061 (b) (3) - General Rule “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The conveyance of this surplus property will not require any construction activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts to the existing site or structure. The Project is merely the sale of existing surplus property. Any future alterations of the structure would require appropriate analysis and permits with the City of San Jacinto. The sale of the property does not facilitate any construction activities or an increase in the intensity of use of the site. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed:  Date: 11/10/14

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency

156 S. Ramona Blvd., San Jacinto, California



Selected parcel(s):
437-021-004

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Mon Nov 10 10:10:00 2014
Version 131127

437-021-004

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Resolution No. 2014-185 to Convey Real Property in San Jacinto

Accounting String: 524830-47220-7200400000- FM04104100003

DATE: November 10, 2014

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: _____



PRESENTED BY: Lorie Houghlan, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: November 10, 2014

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: County of Riverside Economic Development Agency Project # FM04104100003
Resolution No. 2014-185 to Convey Real Property in San Jacinto
156 S. Ramona Blvd, San Jacinto, California. Assessor Parcel Numbers 437-021-004

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

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Assessor's Parcel No.: 437-021-004
Property Location: City of San Jacinto

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: Ronald D. Kammeyer and Cynthia Schouten Kammeyer
("Kammeyer")

SELLER: COUNTY OF RIVERSIDE, a political subdivision of the State of California

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," commonly referred to as 156 South Ramona Boulevard, San Jacinto, California, described in the Preliminary Report attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

Eighty Thousand Dollars (\$80,000.00)

BUYER herewith gives SELLER a good faith deposit (hereinafter the "Bid Deposit") in the amount of Four Thousand Dollars (\$4,000)

1. TERM OF OFFER

This offer will remain open and will not be revoked by BUYER for the period commencing with the date of execution of this agreement by BUYER and ending on the earlier of:

- A. 60 days thereafter; or
- B. Receipt of written notice from SELLER that the offer has been rejected.

Within 60 days after the execution of this agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This agreement is not binding upon SELLER until the offer is accepted in the manner prescribed herein and BUYER complies fully with each and every term and condition contained herein.

2. REJECTION OR WITHDRAWAL OF OFFER

Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded.

Should SELLER fail to accept or reject this offer within the 60 day period specified in Clause 1 (Term of Offer), BUYER may withdraw the offer by providing written notice to SELLER. In such event, the Bid Deposit paid by BUYER shall be refunded, provided BUYER withdraws the offer prior to SELLER's acceptance of the offer as set forth in Clause 1 (Term of Offer).

3. ESCROW

If this offer is accepted, BUYER and SELLER agree to execute escrow instructions reasonably required by Stewart Title of California, Inc., hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days after acceptance of this offer and shall provide for close of escrow within 60 days after acceptance of this offer, or sooner if it is mutually desirable to BUYER and SELLER. The term of escrow shall not be extended unless authorized in writing by SELLER.

Balance of the bid amount hereby offered, in excess of the down payment shall be paid in cash within sixty (60) days of the bid acceptance.

Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Clause 16 (Liquidated Damages).

4. DEPOSITS

Within 10 days after acceptance of this offer, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.

In the event BUYER fails, for any reason whatsoever, to pay into escrow within such 10-day period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Clause 16 (Liquidated Damages).

The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Clause 8 (Delivery of Documents and Funds).

5. BUYER'S COSTS

BUYER shall pay the following closing costs in connection with this purchase:

- A. The standard owner's title insurance policy; if Buyer desires to purchase;
- B. The escrow fee;
- C. Lender's title insurance policy, if any;
- D. Documentary transfer tax;
- E. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees.

If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any escrow and title cancellation fees.

6. SELLER'S COSTS

SELLER shall pay the following closing costs in connection with this purchase:

- A. None

All other closing costs shall be borne by BUYER.

7. DELIVERY OF DOCUMENTS AND FUNDS

SELLER shall deliver to escrow a Grant Deed, in the form attached hereto as "Exhibit B," and such other documents as are required to transfer title to the Property.

Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

- A. The balance of the purchase price; and
- B. An amount sufficient to pay for all of BUYER's closing costs, as calculated by the Escrow Holder.

All payments specified in this clause shall be by cash, cashier's check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at close of escrow.

8. TITLE

If Buyer chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by Stewart Title of California, Inc.


Title shall be subject to:

- A. Exceptions shown in Exhibit A, the Preliminary Report attached hereto, except any delinquent taxes shown in said Report which shall be paid through escrow;
- B. Any deed of trust or other documents needed to perfect the security interest of the lender, if any, providing purchase money for this purchase.

If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:

- C. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
- D. Terminate this agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the Buyer for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

9. VESTING

Title to the Property to be conveyed pursuant to this agreement shall be vested as set forth by BUYER below. Verify and initial 

Ronald D. Kammeyer and Cynthia Schouten Kammeyer, ("Kammeyer")

BUYER IS AWARE THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES AND HAS GIVEN THIS MATTER SERIOUS CONSIDERATION.

10. PRORATIONS

Property taxes shall not be prorated to the close of escrow. Buyer is responsible for taxes that are due and payable at the close of escrow. There shall be no other prorations made in connection with this purchase.

11. TAXES

THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After close of escrow, a Supplemental Tax Bill will be issued which shall be the responsibility of BUYER to pay.

12. POSSESSION

Possession and occupancy of the Property shall be delivered to BUYER at close of escrow.

13. PROPERTY SOLD IN "AS-IS" CONDITION

BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property lines and boundaries;
- B. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- C. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- D. Water and utility availability and use restrictions;
- E. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- F. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- G. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to purchase the Property in "as-is" condition.

14. TRANSFER DISCLOSURE

This provision is not applicable to this transaction.

15. LIQUIDATED DAMAGES

IF BUYER FAILS TO PROCEED WITH THE PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. BY INITIALING THIS PARAGRAPH, BUYER AND SELLER AGREE THAT, IN SUCH EVENT, SELLER SHALL

RETAIN AS LIQUIDATED DAMAGES THE LESSER OF THE TOTAL DEPOSITS ACTUALLY PAID BY BUYER, OR ANY AMOUNT THEREFROM, NOT EXCEEDING 4% OF THE PURCHASE PRICE, AND SHALL PROMPTLY RETURN ANY EXCESS TO BUYER.

SELLER's Initials /

BUYER's Initials 

Failure to initial the paragraph above renders this offer non-responsive and the offer will be returned to BUYER without consideration of SELLER.

16. NON-DISCRIMINATION AND PROPERTY USE

BUYER agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. BUYER, or any person claiming under or through BUYER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

BUYER acknowledges that the covenants and restrictions contained in this clause shall be included as covenants and restrictions in the Quit Claim Deed conveying title to the Property.

17. PERMITS AND LICENSES

BUYER shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of the Property. No permit, approval, or consent given to BUYER by SELLER, in its governmental capacity, shall affect or limit BUYER's obligations hereunder. No approvals or consents given by SELLER, as a party to this agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

18. ASSIGNMENT

This agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

19. SUCCESSORS IN INTEREST

Subject to the restrictions in Clause 18 (Assignment), this agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

20. PARTIAL INVALIDITY

This agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

21. NOTICES

All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, SELLER may also provide notices, documents, correspondence, or such other communications to BUYER by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or 48 hours after mailing if provided by regular mail.

SELLER

County of Riverside
3403 10th Street, Suite 400
Riverside, CA. 92501

(951) 955-4820

BUYER

Ronald D. Kammeyer and Cynthia
Schouten Kammeyer
162 S. Ramona Boulevard
San Jacinto, California 92583

(951) 537-8585

Escrow Holder

Stewart Title of California
200 E. Sandpointe, Suite 150
Santa Ana, CA 92707
Telephone: (949) 476-0777

22. BROKER'S FEES

- BUYER is represented by the licensed real estate broker listed below and requests that a commission in the amount referenced in paragraph A. below be paid to broker by SELLER from the sale proceeds.

Name of Broker: _____

Address: _____

Telephone: _____ Social Security or Tax ID #: _____

It is understood by and between BUYER and SELLER that:

- A. The amount of the commission shall be ___% of the purchase price;
- B. No commission is payable in connection with this offer unless the offer is accepted and the purchase is completed;
- C. If the offer is accepted and the purchase is completed, the full amount of the agreed commission shall be considered earned at close of escrow; and
- D. If the offer is accepted and the purchase is not completed and SELLER determines that BUYER's deposits shall be retained by SELLER as liquidated damages, no commission will be paid.

BUYER's Initials _____ /

- BUYER is not represented by a real estate broker and does not request a commission be paid by SELLER.

BUYER's Initials 

23. TIME

Time is of the essence in the performance of BUYER's and SELLER's respective obligations contained in this agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of this agreement.

24. AMENDMENTS

This agreement contains the sole and only agreement between BUYER and SELLER relating to this offer and agreement to purchase the Property described herein. All negotiations and agreements between BUYER and SELLER are merged into this agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both BUYER and SELLER.

25. ATTACHMENTS

This agreement includes the following, which are attached and made a part hereof:

Exhibit A: Preliminary Report

Exhibit B: Grant Deed

SIGNATURES ON THE FOLLOWING PAGE

BUYER hereby submits this offer with full cognizance of the terms and conditions contained herein.

BROKER None

BUYER

Ronald D. Kammeyer and
Cynthia Schouten Kammeyer
("Kammeyer")

By: 
Ronald D. Kammeyer
By: 
Cynthia Schouten Kammeyer

SELLER has considered and accepts this offer on this date of _____, 20____.

SELLER

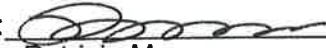
COUNTY OF RIVERSIDE, a political subdivision of
the State of California

By: _____
Marion Ashley, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Patricia Munroe
Deputy County Counsel



Stewart Title of California, Inc
200 E. Sandpointe, Suite 150
Santa Ana, CA 92707
(949) 476-0777 Phone

PRELIMINARY REPORT

Order Number : 152631
Title Unit Number : 7037
Your File Number : 437-021-004-1

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of: May 14, 2014 at 7:30 a.m.

Update No. 1

Norm Burdick, Title Officer

When replying, please contact Norm Burdick, Title Officer

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- California Land Title Association Standard Coverage Policy
- American Land Title Association Owners Policy
- American Land Title Association Residential Title Insurance Policy
- American Land Title Association Loan Policy
- CLTA/ALTA Homeowners Policy
- ALTA Short Form Residential Loan Policy (06/16/07)
- 2006 ALTA Loan Policy

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee

Title to said estate or interest at the date hereof is vested in:

COUNTY OF RIVERSIDE

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of San Jacinto, and described as follows:

LOT 4 OF L. H. GREEN'S SECOND ADDITION TO THE TOWN OF SAN JACINTO AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 83 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

(End of Legal Description)

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. General and special city and/or county taxes, bonds or assessments which may become due on said land, if and when title to said land is no longer vested in a governmental or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 437-021-004.

Exceptions:

1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
2. A RIGHT OF WAY AND EASEMENT RESERVED TO SAN JACINTO LAND ASSOCIATION, ITS SUCCESSORS OR ASSIGNS, FOR ROADS AND FOR THE CONSTRUCTION AND MAINTENANCE OF ALL NECESSARY WATER PIPES AND DITCHES, FLUMES AND CONDUITS, FOR ALL PURPOSES OF IRRIGATION AND DOMESTIC USE; THE EXACT LOCATION THEREOF NOT BEING DISCLOSED BY THE RECORDS.
3. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
4. Any rights of the parties in possession of said land, based on an unrecorded lease, or leases.

(End of Exceptions)

NOTES AND REQUIREMENTS

There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 152631
Escrow No: 152631

The land referred to herein is situated in the State of California County of Riverside, City of San Jacinto, and described as follows:

LOT 4 OF L. H. GREEN'S SECOND ADDITION TO THE TOWN OF SAN JACINTO AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 83 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

(End of Legal Description))

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

CLTA Preliminary Report Form

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1 % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1 % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1 % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1 % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

CLTA Preliminary Report Form

3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR ANY INACCURACIES OR OMISSIONS. THE ASSessor'S OFFICE DOES NOT GUARANTEE THE ACCURACY OF THE DATA SHOWN. ASSESSORS' PRICES ARE NOT TO BE CONSIDERED OFFICIAL OFFERINGS OR BUILDING SITE CONDITIONS.

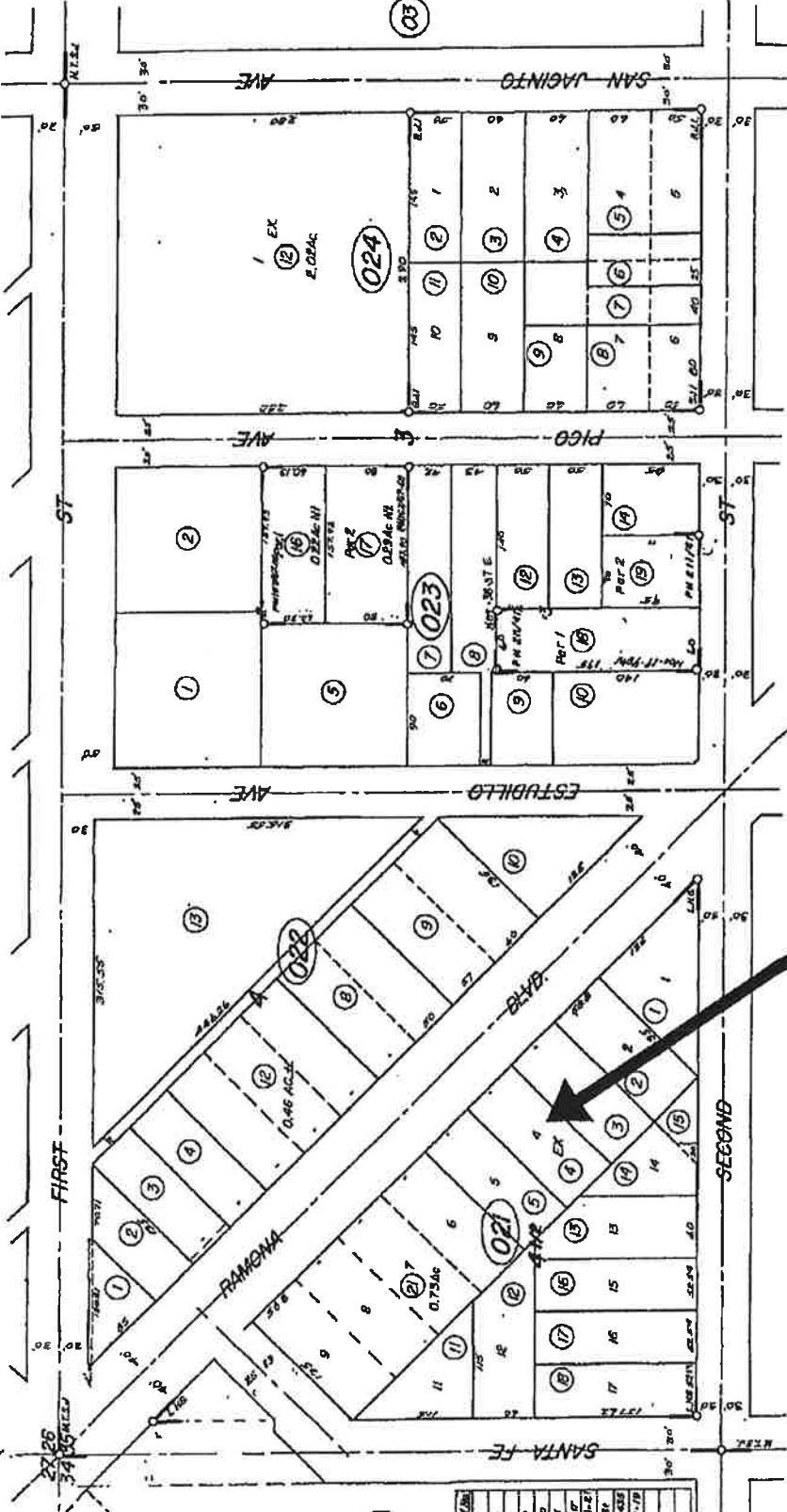
MAY 24 2007

N 1/2 NW 1/4 NW 1/4 SEC. 35, T. 4S., R. 1W.
(FOR RD. SAN JACINTO VIEJO)

TRA. 010-032

437-02 21-1

BK 434



0000 87/307 S.O.C

RM. 211/41-42 Parcel Map No. 32060
M.B. 2-83 S.D. L.H. GREEN'S 2ND ADD.
M.B. 2-66 S.D. Map of B.J. INWALL'S SUB.
M.B. 17/329 S.O.C. MAP OF TOWN OF SAN JACINTO
P.M. 167/67-68 Partial Map No. 23636
JULY 1970

ASSESSOR'S MAP BK. 437 PG. 02
RIVERSIDE COUNTY, CALIF.

BK 435

Parcel No.	Area (Acres)	Assessed Value	Market Value
1	0.12	12,000	15,000
2	0.15	15,000	18,000
3	0.18	18,000	22,000
4	0.20	20,000	25,000
5	0.22	22,000	27,000
6	0.25	25,000	30,000
7	0.28	28,000	35,000
8	0.30	30,000	37,000
9	0.32	32,000	39,000
10	0.35	35,000	42,000
11	0.38	38,000	45,000
12	0.40	40,000	47,000
13	0.42	42,000	49,000
14	0.45	45,000	52,000
15	0.48	48,000	55,000
16	0.50	50,000	57,000
17	0.52	52,000	59,000

IMPORTANT: This is not a plat or survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Stewart Title Co.