

373



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

**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**

March 12, 2015

**SUBJECT:** Resolution No. 2015-051, Authorization to Sell the Fee Interest in Real Property located in the City of Riverside, County of Riverside, California, Assessor's Parcel Number 215-202-003 by Grant Deed; CEQA Exempt; District 2, [\$7,000] 100% Sale Proceeds

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Finds that the sale of a 1,464 square foot single family residential dwelling situated at 4168 12th Street, in the City of Riverside, 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;
2. Adopt Resolution No. 2015-051, Authorization to Sell the Fee Interest in Real Property in the City of Riverside, County of Riverside, Assessor's Parcel Number 215-202 -003 by Grant Deed to Salem and Nader Furrha;

(Continued)

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	\$ 7,000	\$ 0	\$ 7,000	\$ 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

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL 2/27/15  
DATE  
BY: GREGORY P. PRIAMOS

Departmental Concurrence

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY:   
Esteban Hernandez

- 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. 2015-051, Authorization to Sell the Fee Interest in Real Property located in the City of Riverside, County of Riverside, California, Assessor's Parcel Number 215-202-003 by Grant Deed; CEQA Exempt; District 2, [\$7,000] 100% Sale Proceeds

**DATE:** March 12, 2015

**PAGE:** 2 of 2

## **RECOMMENDED MOTION: (Continued)**

3. Approve the Offer and Agreement to Purchase Real Property in the amount of \$200,000 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;
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 \$7,000, which includes \$2,300 for due diligence expenses and \$4,700 in staff time; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

## **BACKGROUND:**

### **Summary**

This property is located at 4168 12<sup>th</sup> Street, Riverside, County of Riverside, State of California, near the corner of Brockton Avenue and 12<sup>th</sup> Street, and is identified as Assessor's Parcel Number 215-202-003. This is a residential type dwelling situated on approximately 5,250 square feet of land, located in the Almond Street District. The dwelling is approximately 1,464 square feet, consisting of 3 bedrooms, 2 baths, and was built in 1936. An independent appraisal conducted by the Real Estate Division found the fair market value to be \$250,000 for this property. The buyer has inspected this property and deems the cost to rehabilitate the property is approximately \$60,000 dollars.

Pursuant to the California Environmental Quality Act (CEQA), the sale of the real property was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15312 – Surplus Government Property Sales. The proposed project is the sale of property involving of real property that is no longer needed for the use by or purposes of the County, does not have significant values for wildlife habitat or other environmental purposes and the use of the property and adjacent property has not change since the time of acquisition by the County. It can be seen with certainty that the project will not have a significant effect on the environment because it is merely the transfer of title to real property where there is an existing 1,464 square foot residential structure and does not involve construction activities or an increase in the intensity of use of the site.

The attached Offer and Agreement to Purchase Real Property Agreement and Resolution No. 2015-051 have 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 services to the community.

### **Attachments:**

Resolution No. 2015-051

Offer and Agreement to Purchase Real Property (4)

Grant Deed

Aerial Image

CEQA Notice of Exemption

2 **Resolution No. 2015-051**

3 **Authorization to Sell Fee Interest in Real Property**

4 **Located in the City of Riverside, County of Riverside, California,**

5 **Assessor's Parcel Number 215-202-003 by Grant Deed**

6  
7 **WHEREAS,** the County of Riverside ("County") is the owner of certain real property,  
8 consisting of approximately 5,250 square feet of land with a 1,464 square feet single family  
9 residence with 3 bedrooms, 2 baths situated thereon which was built in 1936, commonly known  
10 as 4168 12<sup>th</sup> Street, Riverside, California, located in the Almond Street District of the City of  
11 Riverside, County of Riverside, State of California, ("Property"), more particularly described in  
12 Exhibit "A", attached hereto and by this reference incorporated herein; and,

13 **WHEREAS,** on May 20, 2014 (M.O. 3-20), the Board of Supervisors adopted  
14 Resolution No. 2014-067, Notice of Intention to Sell Real Property to declare the Property as  
15 surplus and set a Public Hearing for June 17, 2014 to offer the property for sale pursuant to the  
16 public bidding process for County owned real property; and

17 **WHEREAS,** on June 17, 2014 (M.O. 9-4), the Board of Supervisors conducted the  
18 public hearing for the public bidding for the sale of the Property by inviting bids, whereby no  
19 bids were received for the Property and the County continued to offer the Property for sale;  
20 and,

21 **WHEREAS,** the County has reviewed and determined the sale of the Property as  
22 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to  
23 CEQA Guidelines Sections 15312 and 15061(b)(3) because the proposed project is the sale of  
24 real property involving the transfer of title to the real property that is no longer needed for the  
25 use by or purposes of the County, does not have significant values for wildlife habitat or other  
26 environmental purposes, the use of the property and adjacent property has not change since  
27 the time of acquisition by the County and there is an existing 1,464 square foot residential  
28 structure and it does not involve construction activities or an increase in the intensity of use of

FORM APPROVED COUNTY COUNSEL  
BY: *Suzanne M. Gintel 8-27-15*  
DATE: \_\_\_\_\_  
SYNTZIA M. GUNZER

1 the site; and,

2       **WHEREAS**, County desires to sell the Property to Salem Furrha and Nader Furrha  
3 (“Buyers”) and the Buyers now desire to buy the Property from the County and enter into that  
4 certain Offer and Agreement to Purchase Real Property between the County and the Buyers  
5 (“Agreement”), to provide for all the terms and conditions of this sale; now, therefore,

6       **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Supervisors of the  
7 County of Riverside, California, (“Board”), in regular session assembled on March 24, 2015, at  
8 or after 9:00 a.m., in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of  
9 the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a  
10 review of the evidence and information presented on the matter, as it relates to this sale, that  
11 this Board has determined that the proposed sale is categorically exempt from CEQA pursuant  
12 to CEQA Guidelines Sections 15312 and 15061(b)(3) because it can be seen with certainty  
13 that there is no possibility that the activity in question will have a significant effect on the  
14 environment because the County is merely transferring title of this surplus Property pursuant to  
15 the Agreement that does not involve any construction activities or increase in the intensity of  
16 use of the Property.

17       **BE IT FURTHER RESOLVED AND DETERMINED** by a four-fifths vote, that this Board  
18 authorizes to sell the fee interest in real property by grant deed to Salem Furrha and Nader  
19 Furrha, as tenants in common, the following described real property: Certain real property  
20 located in the City of Riverside, County of Riverside, State of California, at 4168 12<sup>th</sup> Street,  
21 Riverside, California, more particularly described in Exhibit “A”, Legal Description, attached  
22 hereto and by this reference incorporated herein.

23       **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board  
24 approves the Offer and Agreement To Purchase Real Property between the County and Salem  
25 Furrha and Nader Furrha, as tenants in common, and that the Chairman of the Board is  
26 authorized to execute the Agreement on behalf of the County and the certificate of acceptance  
27 conveying the real property interest in favor of the County to complete the purchase and for  
28 recordation.

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.

4           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the  
5 Board has given notice hereof as provided in 6063 of the California Government Code.

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## **EXHIBIT "A"**

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Block 12, Range 11, in the City of Riverside, County of Riverside, State of California, as shown by the Map of Town of Riverside, recorded in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the Northwest corner of said Block 12;  
Thence Easterly on the Southerly line of 12<sup>th</sup> Street, 55 feet to the point of beginning;  
Thence continuing Easterly on said Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence at a right angle Southerly and parallel with the Easterly line of Locust Street; 103 feet;  
Thence at right angles Westerly and parallel with the Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence Northerly and parallel with the Easterly line of Locust Street, 103 feet to the point of beginning.

Assessor's Parcel No: 215-202-003

## OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

### Table of Contents

1. TERM OF OFFER.....	1
2. REJECTION OR WITHDRAWAL OF OFFER. ....	2
3. ESCROW .....	2
4. DEPOSITS .....	2
5. BUYER'S COSTS.....	2
6. SELLER'S COSTS .....	3
7. DELIVERY OF DOCUMENTS AND FUNDS .....	3
8. TITLE.....	3
9. VESTING.....	4
10. PRORATIONS.....	4
11. TAXES.....	4
12. POSSESSION.....	4
13. PROPERTY SOLD IN "AS-IS" CONDITION.....	4
14. TRANSFER DISCLOSURE.....	5
15. LIQUIDATED DAMAGES .....	5
16. NON-DISCRIMINATION AND PROPERTY USE .....	5
17. PERMITS AND LICENSES.....	5
18. ASSIGNMENT.....	5
19. SUCCESSORS IN INTEREST.....	6
20. PARTIAL INVALIDITY.....	6
21. NOTICES.....	6
22. BROKER'S FEES.....	6

23. TIME.....	7
24. AMENDMENTS.....	7
25. ATTACHMENTS.....	7



Assessor's Parcel No.: 215-202-003

Property Location: 4168 12<sup>th</sup> St., Riverside, CA. 92501

## OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

### BUYERS:

Salem Furrha and Nader Furrha, as tenants in common

**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 vacant land, described in the Preliminary Report attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

**Two Hundred Thousand Dollars (\$200,000.00)**

BUYER shall give SELLER a Good Faith deposit in the amount of Six Thousand Dollars (\$6,000.00) payable to Lawyers Title within ten (10) days of Buyers execution of this agreement.

### 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 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).

\_\_\_\_\_/\_\_\_\_\_ (initial)

### 3. ESCROW

If this offer is accepted, BUYER and SELLER agree to execute escrow instructions reasonably required by Lawyers Title Company, 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 purchase amount hereby offered, in excess of the Good Faith deposit shall be paid in cash within sixty (60) days of the offer.

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 N/A

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 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 Lawyers Title Company.

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 (\_\_\_\_)

Salem Furrha and Nader Furrha, as tenants in common

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

\_\_\_\_/\_\_\_\_ (initial)

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**

\_\_\_\_\_/\_\_\_\_\_ (initial)

**ACTUALLY PAID BY BUYER, OR ANY AMOUNT THEREFROM, NOT EXCEEDING 3% 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 Grant 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.

\_\_\_\_\_/\_\_\_\_\_ (initial)

SELLER

County of Riverside  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA. 92501

(951) 955-4820

BUYER

Salem Furrha and Nader Furrha  
16622 Catalonia Drive  
Riverside, CA. 92504

(734) 368-4990

Escrow Holder

Lawyers Title Company  
3480 Vine Street, Suite 300  
Riverside, CA 92507  
Telephone: (951) 774-0825

**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

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

Signatures on the following page

\_\_\_\_\_/\_\_\_\_\_(initial)

**BROKER**     N/a

**BUYER**

Salem Furrha and Nader Furrha, as tenants in common

By:   
Salem Furrha

Its: Salem N. FURRHA

By:   
Nader Furrha

Its: NADER FURRHA

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



## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Block 12, Range 11, in the City of Riverside, County of Riverside, State of California, as shown by the Map of Town of Riverside, recorded in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the Northwest corner of said Block 12;  
Thence Easterly on the Southerly line of 12<sup>th</sup> Street, 55 feet to the point of beginning;  
Thence continuing Easterly on said Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence at a right angle Southerly and parallel with the Easterly line of Locust Street; 103 feet;  
Thence at right angles Westerly and parallel with the Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence Northerly and parallel with the Easterly line of Locust Street, 103 feet to the point of beginning.

Assessor's Parcel No: 215-202-003

Recorded at request of and return to:  
Economic Development Agency/  
Real Estate Division  
3403 10<sup>th</sup> 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:ra/012115/002PR/17.406

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

PROJECT: PROBATION SURPLUS  
APN: 215-202-003

## 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 Salem Furrha and Nader Furrha, as tenants in common interest in 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: PROBATION SURPLUS  
APN: 215-202-003

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

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"

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Block 12, Range 11, in the City of Riverside, County of Riverside, State of California, as shown by the Map of Town of Riverside, recorded in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the Northwest corner of said Block 12;  
Thence Easterly on the Southerly line of 12<sup>th</sup> Street, 55 feet to the point of beginning;  
Thence continuing Easterly on said Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence at a right angle Southerly and parallel with the Easterly line of Locust Street; 103 feet;  
Thence at right angles Westerly and parallel with the Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence Northerly and parallel with the Easterly line of Locust Street, 103 feet to the point of beginning.

Assessor's Parcel No: 215-202-003



Lawyers Title Company  
3480 Vine Street Suite 300  
Riverside, CA 92507  
Phone: (951) 774-0825  
Fax: ( )

Economic Development Agency for the County  
of Riverside  
3403 10th Street 5th Floor  
Riverside, CA 92501

Title Officer: Special Projects/ Joe Lardieri-So

email: jlardieri@ltic.com

Phone No.:

Fax No.:

File No.: 614600090

Attn: Bonnie Perez

Your Reference No: 215-202-003

Property Address: 4168 12<sup>th</sup> Street, City of Riverside, California

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## PRELIMINARY REPORT

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Dated as of June 19, 2014 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company 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 referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One 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 hereto) 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.

## **SCHEDULE A**

The form of policy of title insurance contemplated by this report is:

ALTA Owners 2006

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

**A FEE**

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

County of Riverside

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

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

## **EXHIBIT "A"**

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Block 12, Range 11, in the City of Riverside, County of Riverside, State of California, as shown by the Map of Town of Riverside, recorded in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the Northwest corner of said Block 12;  
Thence Easterly on the Southerly line of 12<sup>th</sup> Street, 55 feet to the point of beginning;  
Thence continuing Easterly on said Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence at a right angle Southerly and parallel with the Easterly line of Locust Street; 103 feet;  
Thence at right angles Westerly and parallel with the Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence Northerly and parallel with the Easterly line of Locust Street, 103 feet to the point of beginning.

Assessor's Parcel No: 215-202-003

## **SCHEDULE B – Section A**

The following exceptions will appear in policies when providing standard coverage as outlined below:

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 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.



## SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.
- B. There were no taxes levied for the fiscal year 2013-2014 as the property was vested in a public entity.
- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
  - 1. Water rights, claims or title to water, whether or not disclosed by the public records.
  - 2. A right of entry upon and right of way over said land for all water pipes, ditches and other conduits that may be required by the Riverside Water Company, a Corporation; the exact location and extent of said easement is not disclosed of record.
  - 3. A financing statement as follows:

Debtor:	County of Riverside
Secured Party:	LaSalle Bank National Association
Recording Date:	September 18, 2003
Recording No:	as <u>Instrument No. 2003-727288</u> of Official Records

Affects: The herein described Land and other land.

A change to the above financing statement was filed

Nature of Change:	Continuation
Recording Date:	August 21, 2008
Recording No:	as <u>Instrument No. 2008-0462210</u> of Official Records
  - 4. A Resolution of the City Council of the City of Riverside, California, Approving the Application Under Historic Designation Case No. P04-0247

Recording Date:	June 22, 2004
Recording No.:	as <u>Instrument No. 2004-0478259</u> of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.
  - 5. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

6. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
7. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

8. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
9. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

**REQUIREMENTS SECTION:**

NONE

## INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: 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 deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company 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 such financial institution, and the company 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 the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

**For wiring Instructions please contact your Title Officer or Title Company Escrow officer.**

Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

- Note No. 4: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
- Note No. 5: The following information will be included in the CLTA Form 116 or ALTA Form 22-06 Endorsement to be issued pursuant to this order:
- There is located on said Land: A single family residence  
Known as: 4168 12<sup>th</sup> Street, City of Riverside, California
- Note No. 6: There are no conveyances affecting said Land recorded within 24 months of the date of this report.
- Note No. 7: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
  - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
  - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: cph  
Date Typed: June 30, 2014

**ATTACHMENT ONE**  
**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 (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.
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, state insolvency, or similar creditors' rights laws.

**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:	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$ 10,000.00</u>
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$ 5,000.00</u>

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.  
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records
  - on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**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.
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.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)  
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, 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, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
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, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. 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 27(b) of this policy.



Lawyers Title Company  
3480 Vine Street Suite 300  
Riverside, CA 92507  
Phone: (951) 774-0825  
Fax: ( )

Order No. 614600090

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

**FNF Underwritten Title Company**  
LTC – Lawyers Title Company

**FNF Underwriter**  
CLTIC – Commonwealth Land Title Insurance Co.

### **Available Discounts**

#### **DISASTER LOANS (CLTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **EMPLOYEE RATE (LTC and CLTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### **Collection and Use of Information**

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### **Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language,

browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

#### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non- Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We

do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### **Information from Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers

whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

#### **European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

#### **Choices with Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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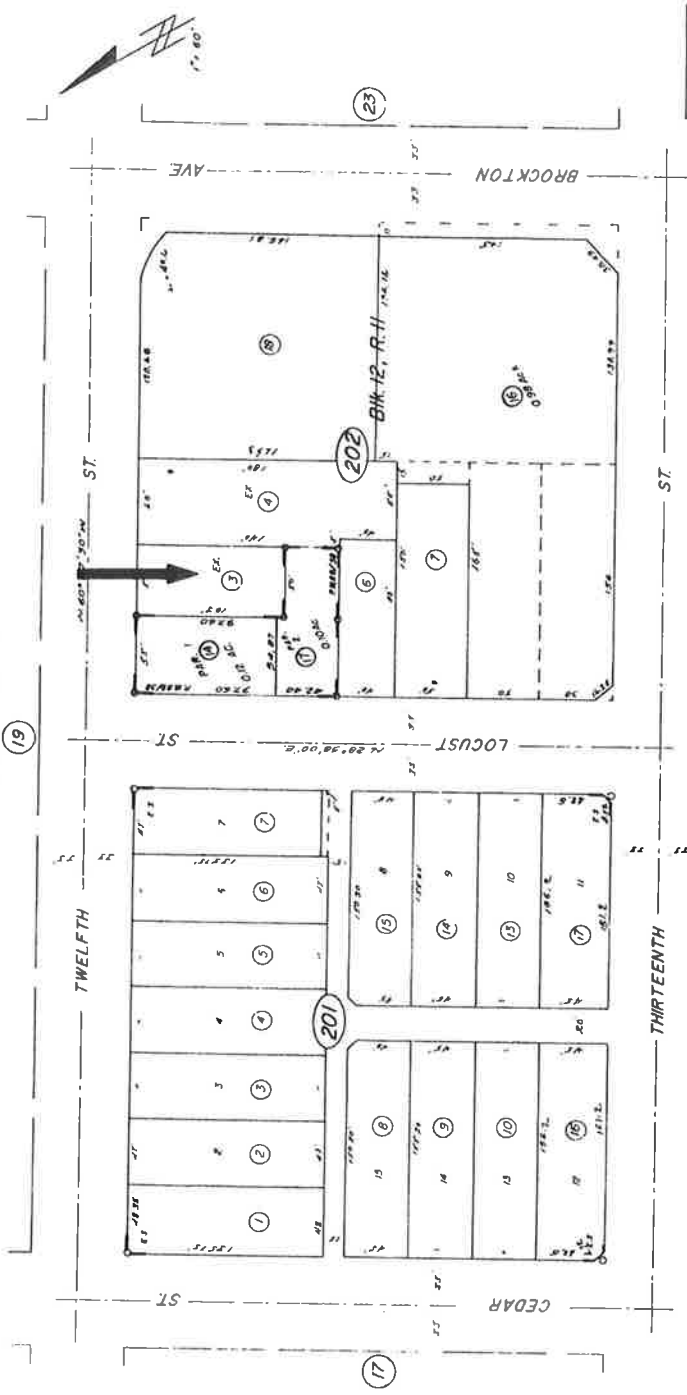
EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

1-12  
 215-20  
 T.R.A. 900

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



DATE	NO.	BY	REVISION
10/10/00	1	MC	12.37
5/21/01	2	MC	11.28
4/20/01	3	MC	11.28
11/11/02	4	MC	11.28
11/11/02	5	MC	11.28
11/11/02	6	MC	11.28
11/11/02	7	MC	11.28
11/11/02	8	MC	11.28
11/11/02	9	MC	11.28
11/11/02	10	MC	11.28
11/11/02	11	MC	11.28
11/11/02	12	MC	11.28
11/11/02	13	MC	11.28
11/11/02	14	MC	11.28
11/11/02	15	MC	11.28
11/11/02	16	MC	11.28

MB 7/17 SB Town of Riverside  
 MB 7/18 Erdice's Sub  
 PM 89/38 Parcel Map 15892

FEB. 1974 MC /JSS

ASSESSOR'S MAP BK 215 PG 20  
 RIVERSIDE COUNTY, CALIF

DATE: 08/04/08

Recorded at request of and return to:  
Economic Development Agency/  
Real Estate Division  
3403 10<sup>th</sup> 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:ra/012115/002PR/17.406

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

PROJECT: PROBATION SURPLUS  
APN: 215-202-003

## 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 Salem Furrha and Nader Furrha, as tenants in common interest in 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: PROBATION SURPLUS  
APN: 215-202-003

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

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]

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 2-27-11  
SYNTHIA M. GUNZEL DATE

## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Block 12, Range 11, in the City of Riverside, County of Riverside, State of California, as shown by the Map of Town of Riverside, recorded in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the Northwest corner of said Block 12;  
Thence Easterly on the Southerly line of 12<sup>th</sup> Street, 55 feet to the point of beginning;  
Thence continuing Easterly on said Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence at a right angle Southerly and parallel with the Easterly line of Locust Street; 103 feet;  
Thence at right angles Westerly and parallel with the Southerly line of 12<sup>th</sup> Street, 50 feet;  
Thence Northerly and parallel with the Easterly line of Locust Street, 103 feet to the point of beginning.

Assessor's Parcel No: 215-202-003





## NOTICE OF EXEMPTION

February 20, 2015

**Project Name:** County of Riverside, 12th Street Surplus Conveyance

**Project Number:** FM0412600002

**Project Location:** 4168 12th Street, Riverside, California 92501  
Assessor Parcel Number 215-202-003 (See attached exhibits)

**Description of Project:** This property is located at 4168 12th Street, Riverside, County of Riverside, State of California, near the corner of Brockton Avenue and 12th Street, and is identified as Assessor's Parcel Number 215-202-003. This is a residential type dwelling situated on approximately 5,250 square-foot lot, located in the Almond Street District. The dwelling is approximately 1,464 square feet, consisting of 3 bedrooms, 2 baths, and was built in 1936. An independent appraisal conducted by the Real Estate Division found the fair market value to be \$250,000 for this property. The real property is no longer necessary to be retained by the County for public purposes, and on June 17, 2014 the Board of Supervisors approved the sale of this property inviting bids, along with another property, however no bids were presented for this property, and now the Board of Supervisors is considering the authorization of the conveyance of this property by grant deed to Salem Furrha and Nader Furrha, as tenants in common. 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.

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6486

[www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

- Section 15312 – Sale of Surplus Government Property Exemption. The project as proposed is the sale of real property consisting of approximately 5,250 square feet of land with an existing 1,464 square-foot residential structure. On June 17, 2014 the Board of Supervisors approved the sale of this property inviting bids; however no bids were presented for this property. The Board of Supervisors is now considering the authorization of the conveyance of this property by grant deed. 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.
- 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 Riverside. 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: 2/20/15  
VINCENT COFFEEN for  
John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency



**4168 12<sup>th</sup> Street, Riverside, CA 92501**  
**Assessor's Parcel Number 215-202-003**

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** 12th Street Surplus– 4168 12th Street, Riverside, California 92501

**Accounting String:** 524830-47220-7200400000- FM0412600002

DATE: February 20, 2015

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: February 20, 2015

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 # FM0412600002**  
12th Street Surplus – 4168 12th Street, Riverside, California 92501  
Assessor Parcel Number: 215-202-003

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 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file