

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 12/17/15

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF COMMISSIONERS  
 HOUSING AUTHORITY  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

317



**FROM:** Housing Authority


**SUBMITTAL DATE:**  
 December 30, 2015

**SUBJECT:** Approve the Termination and Property Transfer Agreement with Joint Escrow Instructions for Mustang Lane Infill Project in the City of Jurupa Valley, District 2, [\$17,000], Low and Moderate Income Housing Asset Fund 100%, Project is Exempt Under CEQA

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

1. Find that the Termination and Property Transfer Agreement with Joint Escrow Instructions for Mustang Lane Infill Project in the City of Jurupa Valley, between the Redevelopment Agency for the County of Riverside and Mustang Affordable Homes Limited Liability Company is exempt under CEQA as the transfer of vacant property will not change the physical conditions and will not result in any adverse or significant effect on the environment pursuant to Section 15002 of the CEQA Guidelines;

(Continued)

  
 Robert Field  
 Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 17,000	\$ 0	\$ 17,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Low and Moderate Income Housing Asset Fund 100% (previously approved)				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2015/16	

**C.E.O. RECOMMENDATION:**

APPROVE  
 BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

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

**Prev. Agn. Ref.:** 4.1 of 11/08/11; 4.1 of 3/31/09; 4.8 of 3/25/2008; 4.2 of 2/06/07; 4.2 of 10/17/06

**District:** 2

**Agenda Number:**

10-2

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

Housing Authority

**FORM 11:** Approve the Termination and Property Transfer Agreement with Joint Escrow Instructions for Mustang Lane Infill Project in the City of Jurupa Valley, District 2, [\$17,000], Low and Moderate Income Housing Asset Fund 100%, Project is Exempt Under CEQA

**DATE:** December 30, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

2. Approve the attached Termination and Property Transfer Agreement with Joint Escrow Instructions for Mustang Lane Infill Project in the City of Jurupa Valley, including all attachments thereto, between the Housing Authority of the County of Riverside and Mustang Affordable Homes Limited Liability Company, terminating the proposed project for low-income family households in the City of Jurupa Valley and the Loan of former Redevelopment Low and Moderate-Income Housing Taxable Bond Proceeds in the amount of \$1,155,000; and transferring the vacant property acquired with the loan proceeds from Mustang Affordable Homes Limited Liability Company to the Housing Authority;
3. Authorize the Chairman of the Board of Commissioners to execute the attached Termination and Property Transfer Agreement with Joint Escrow Instructions and Acceptance of Grant Deed transferring the property to the Housing Authority;
4. Authorize the Executive Director, or designee, to take all necessary steps to implement the Termination and Property Transfer Agreement with Joint Escrow Instructions including, but not limited to, signing subsequent necessary and relevant documents, subject to approval by County Counsel; and
5. Direct the Riverside County Clerk of the Board to file the Notice of Exemption within five working days.

**BACKGROUND:**

**Summary**

On October 17, 2006, the former Redevelopment Agency for the County of Riverside (RDA) approved \$1,155,000 in Redevelopment Low and Moderate-Income Housing Taxable Bond proceeds (Loan) to Mustang Affordable Homes, LLC, a nonprofit developer (Developer), to acquire 1.12 acres of land for the development and construction of 7 single family homes for low-income first-time homebuyers in the former unincorporated area of the County of Riverside in the community of Jurupa Valley (Development Agreement), now in the City of Jurupa Valley. The land is located at the northeast corner of Larue Street and Mission Blvd, Assessor's Parcel Number 177-250-029 (Project Site).

On March 31, 2009, the RDA and Developer entered into a Memorandum of Understanding allowing use of loan proceeds in the amount of \$218,623 to explore the development of a multifamily rental housing complex on the Project Site. Of the \$1,155,000 loan from the Redevelopment Agency, the Developer had only expended \$681,000 for the acquisition of the Project Site, the balance of the funds were used to fund the \$218,623 predevelopment activities. Subsequently, on November 8, 2011, the predevelopment amount was increased by an additional \$187,624, to help pay for additional costs incurred to entitle a multifamily housing project on the Project Site. Of the \$406,247 that was approved for pre-development expenses a total of \$391,524 was drawn down. With the decline in the housing market and the loss of redevelopment the Project was slow to get off the ground and later deemed infeasible.

The Developer has not been able to meet the obligations under the Development Agreement. All options have been explored and ultimately The Housing Authority and the Developer have agreed that it is best to terminate the Development Agreement and accept the land back in lieu of forgiving the Loan.  
(Continued)

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

Housing Authority

**FORM 11:** Approve the Termination and Property Transfer Agreement with Joint Escrow Instructions for Mustang Lane Infill Project in the City of Jurupa Valley, District 2, [\$17,000], Low and Moderate Income Housing Asset Fund 100%, Project is Exempt Under CEQA

**DATE:** December 30, 2015

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary**

(Continued)

A total of \$681,000 of the Loan was used towards the acquisition of the land and \$391,524 was used towards predevelopment expenses; with an undisbursed Loan balance of \$82,475. The Developer has had to incur additional holding costs to maintain the property and has asked to be reimbursed a total of \$11,344. Staff is requesting that the Board allocate \$11,344 to cover the reimbursement of holding costs and an additional \$5,656 to pay for escrow costs to complete the real property conveyance to the Housing Authority.

The approval of this Termination and Property Transfer Agreement will not have an adverse or significant impact on the environment as stated in CEQA Guidelines Section 15002. It is simply a transfer of vacant lands and no other activities or actions are contemplated at this time. To the extent a project is proposed at some future date, any developer will be required to comply with CEQA.

County Counsel has reviewed and approved the attached Termination and Property Transfer Agreement with Joint Escrow Instructions as to form. Staff recommends the Board of Commissioners approve the Termination and Property Transfer Agreement with Joint Escrow Instructions.

**Impact on Citizens and Businesses**

Approving this item will preserve the County's investment to produce affordable housing for low-income households. The Housing Authority will continue to seek out an affordable housing project on the property which is expected to generate construction, permanent maintenance and property management jobs, and provide affordable housing for residents of the County of Riverside.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No impact upon the County's General Fund; the County's contribution to the project will be fully funded by Low and Moderate Income Housing Asset funds from the Housing Authority of the County of Riverside.

**ATTACHMENTS:**

Termination and Property Transfer Agreement with Joint Escrow Instructions  
Grant Deed  
Notice of Exemption



**Notice of Exemption**

To:

Office of Planning and Research

For U.S Mail:  
P.O. Box 3044  
Sacramento, CA 95812-3044

Street Address:  
1400 Tenth St.  
Sacramento, CA 95814

From:

Public

Agency: County of Riverside  
Address: 4080 Lemon Street, Suite 400  
Riverside, CA 92501

Contact: Mervyn Manalo  
Phone: (951) 343-5495

County Clerk

County of: Riverside  
2724 Gateway Drive  
P.O. Box 751  
Address: Riverside, CA 92502-0751

Lead Agency (if different from above):

Address: \_\_\_\_\_

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

**SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): \_\_\_\_\_

Project Title: Termination and Property Transfer Agreement with Joint Escrow Instructions for Mustang Lane Infill Project in the City of Jurupa Valley

Project Location (include county): County of Riverside-Assessor Parcel Number 177-250-029

Project Description: The Housing Authority of the County of Riverside and Mustang Lane Affordable Homes L.L.C. have agreed to terminate the Mustang Lane Infill Project development agreement. Additionally, the Housing Authority has agreed to forgive the loan and in lieu of forgiving the loan Mustang Lane Affordable Homes, L.L.C. has agreed to transfer what was supposed to be the project site to the Housing Authority of the County of Riverside. The approval of the Termination and Property Transfer Agreement with Joint Escrow Instructions for Mustang Lane Infill Project in the City of Jurupa Valley will not change the physical conditions of the site and will not result in any adverse or significant effect on the environment pursuant to Section 15002 of the CEQA Guidelines.

Project Sponsor: Housing Authority of the County of Riverside

This is to advise that the County of Riverside Board of Commissioners approved the above project on

Lead agency or  Responsible Agency

December 3, 2015 and has made the following determinations regarding the above described project:  
(tentative date)

1. Find that the Termination and Property Transfer Agreement with Joint Escrow Instructions for Mustang Lane Infill Project in the City of Jurupa Valley, between the Housing Authority of the County of Riverside and Mustang Lane Affordable Homes, L.L.C. is exempt under CEQA as the transfer of vacant property will not change the physical conditions and will not result in any adverse or significant effect on the environment pursuant to Section 15002 of the CEQA Guidelines.

Signature: (Public Agency)

John Aguilar

Title: Deputy Director

Date: \_\_\_\_\_

Date received for filing at OPR: \_\_\_\_\_

# Riverside County Clerk-Recorder

## Authorization to Bill by Journal Voucher

To be completed by submitting Agency

### ECONOMIC DEVELOPMENT AGENCY

Authorization # Mustang Lane Infill Housing Project

Date: \_\_\_\_\_

Agency/Division: Housing Authority - Attn: Jessica Ortega (951-343-5432)

Accounting String: FUND DEPT ID ACCT  
(Interfund) 537080/40610/1900400000  
(Non-Interfund)

**This authorizes the "County Clerk & Recorder Office" to issue a Journal Voucher for payment of all fees for the accompanying documents.**

Number of Documents Included: 1

Authorized by: Tom Fan, Principal Development Specialist

Presented by: Juan Garcia, Senior Development Specialist

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### To be completed by County Recorder

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Document no(s)/invoice no(s): \_\_\_\_\_

1 **TERMINATION AND PROPERTY TRANSFER AGREEMENT**  
2 **WITH JOINT ESCROW INSTRUCTIONS**  
3 **FOR MUSTANG LANE INFILL HOUSING PROJECT IN THE CITY OF JURUPA**  
4 **VALLEY**

5 This Termination and Property Transfer Agreement with Joint Escrow Instructions for  
6 Mustang Lane Infill housing project in the City of Jurupa Valley (“Agreement”) is made and  
7 entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and  
8 between the Housing Authority of the County of Riverside (“Authority”), a public entity,  
9 corporate and politic, in its capacity as housing successor to the former Redevelopment Agency  
10 for the County of Riverside (“RDA”) and Mustang Affordable Homes, L.L.C. , a California  
11 limited liability company, as successor in interest to Mary Erickson Community Housing, a  
12 California 501 (c) (3) nonprofit benefit corporation and Affordable Housing Clearinghouse, a  
13 California 501 (c) (3) nonprofit benefit corporation (“Developer”). Authority and Developer are  
14 collectively referred to herein as the “Parties” and individually as “Party.”

15 **RECITALS**

16 A. WHEREAS, on October 17, 2006, the former RDA and Mary Erickson  
17 Community Housing, a California 501 (c)(3) nonprofit public benefit corporation, and  
18 Affordable Housing Clearinghouse, a California 501 (c)(3) nonprofit public benefit corporation  
19 (Developer), entered into that certain Agreement to Develop, dated as of October 17, 2006 and  
20 recorded February 27, 2008 as Document No. 2008-0094455 in the Official Records of  
21 Riverside County, California ("Agreement to Develop"), which provides for a loan of One  
22 Million One Hundred Fifty-Five Thousand Dollars (\$1,155,000) (the “RDA Loan”) for  
23 Developer to acquire 1.12 acres of land located in the City of Jurupa Valley (“Property”), more  
24 particularly described on Exhibit A, which is attached hereto and by this reference incorporated  
25 herein, for the development and construction of Mustang Lane Infill Project, seven (7) single  
26 family homes for first time homebuyers (“Project”);

27 B. WHEREAS, the former RDA and Developer entered into that certain First  
28 Amendment to the Agreement to Develop, dated as of February 6, 2007 and recorded on

1 February 27, 2008 as Document No. 2008-0094453 in the Official Records of Riverside  
2 County, California ;

3 C. WHEREAS, Developer entered into that certain Deed of Trust by and between  
4 the Developer and the former RDA, dated as of April 4, 2007 and recorded on August 13, 2007  
5 as Document No. 2007-0521587 in the Official Records of Riverside County, California (the  
6 "Deed of Trust"), which secures the RDA Loan, which is evidenced by a Promissory Note dated  
7 as of October 12, 2006 (the "Promissory Note");

8 D. WHEREAS, Developer entered into that certain Covenant Agreement by and  
9 between the Developer and the former RDA, dated as of October 12, 2006 and recorded  
10 February 27, 2008 as Document No. 2008-0094454 (the "Covenant Agreement");

11 E. WHEREAS, on March 25, 2008, Mary Erickson Community Housing and  
12 Affordable Housing Clearinghouse assigned all their rights and obligations under the  
13 Agreement to Develop, Deed of Trust, Promissory Note, and Covenant Agreement to Mustang  
14 Affordable Homes, L.L.C., a California limited liability company;

15 F. WHEREAS, \$681,000 of the RDA Loan fund proceeds was used to acquire the  
16 Property;

17 G. WHEREAS, on November 8, 2011 the Board of Directors of the former RDA  
18 approved a Memorandum of Understanding with the Developer, allowing the Developer to use  
19 RDA Loan funds for entitlement costs associated with the Project;

20 H. WHEREAS, \$391,524 of the RDA Loan funds was used for entitlement costs for  
21 the Project;

22 I. WHEREAS, the remaining balance of the \$1,155,000 RDA Loan is \$82,475;

23 J. WHEREAS, by no fault of the Developer or the Authority the Project was unable to  
24 proceed to development;

25 K. WHEREAS, pursuant to the Agreement to Develop, either Authority or  
26 Developer may elect to terminate the Agreement to Develop if the Project fails to proceed to  
27 development;

28 L. WHEREAS, upon such termination, the Agreement to Develop shall be null and void;

1 M. WHEREAS, Developer is waiving its right to notice and cure set as forth in **Section**  
2 **43** of the Agreement to Develop;

3 N. WHEREAS, Developer and Authority mutually desire to terminate the Agreement to  
4 Develop and request to be released and discharged from their obligations under the  
5 Agreement to Develop;

6 O. WHEREAS, Developer shall convey and transfer Property to Authority;

7 P. WHEREAS, Authority shall cancel the Promissory Note and relieve the Developer  
8 from any obligation to pay back any sum owed under the Promissory Note upon  
9 conveyance of the Property to the Authority;

10 Q. WHEREAS, the Authority agrees to reimburse the Developer \$11,344 for additional  
11 costs incurred to hold the Property from November 2013 through August 2015;

12 NOW, THEREFORE, in consideration of the mutual promises, covenants and  
13 agreements hereinafter contained, the Parties do hereby agree as follows:

14 **1. Termination.** Based on the foregoing, the Parties desire to terminate and cancel  
15 the Agreement to Develop. The Parties agree that the Agreement to Develop shall terminate as  
16 of the Effective Date, and that all rights and obligations of the Parties under the Agreement to  
17 Develop shall be of no further force or effect as of the close of escrow as set forth in Section 3  
18 below..

19 **2. No Prior Assignment.** The Parties each represent and warrant that, except as set  
20 forth herein, there has been no prior assignment of the Agreement to Develop.

21 **3. Escrow.** Due to the infeasibility to construct the Project and as consideration for  
22 the termination of the Agreement to Develop by the Authority, and the conveyance of the  
23 Property by the Developer, in accordance with the terms with this Agreement, Developer shall  
24 open an escrow for the conveyance of the Property to Authority consisting of one (1) parcel of  
25 land approximately 1.12 acres, located northeast corner of Larue Street and Mission Blvd in the  
26 city of Jurupa Valley with Assessor's Parcel Number 177-250-029, as legally described in  
27 **Exhibit A.** Authority agrees to accept Property from Developer under the terms and conditions  
28 of this Agreement and the instructions to Lawyers Title Company, or such other title or escrow



1 company mutually agreed to by the Parties (“Escrow Holder”) with regard to the escrow  
2 (“Escrow”) as set forth herein.

3 This Agreement shall constitute the joint escrow instructions of Developer and  
4 Authority with respect to the conveyance of the Property, and a duplicate original of this  
5 Agreement shall be delivered to the Escrow Holder upon the opening of the escrow.

6 Authority and Developer shall provide such additional escrow instructions as shall  
7 be necessary to close the escrow with respect to the conveyance of the Property, and consistent  
8 with this Agreement. The Escrow Holder hereby is empowered to act under such instructions,  
9 and upon indicating its acceptance thereof in writing, delivered to Authority and to Developer  
10 within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Holder  
11 hereunder.

12 **a. Opening of Escrow.** For purposes of this Agreement, the Escrow shall be  
13 deemed opened on the date Escrow Holder shall have received an executed counterpart of this  
14 Agreement from the Parties (“Opening Date”). Escrow Holder shall notify the Parties, in  
15 writing, of the Opening Date and the Closing Date, as defined below. In addition, the Parties  
16 agree to execute, deliver, and be bound by any reasonable or customary supplemental joint  
17 order escrow instructions of Escrow Holder, or other instruments as may reasonably be required  
18 by Escrow Holder, in order to consummate the transaction contemplated by this Agreement.  
19 Any such supplemental instructions shall not conflict with, amend, or supersede any portion of  
20 this Agreement. If there is any inconsistency between such supplemental instructions and this  
21 Agreement, then this Agreement shall control.

22 **b. Close of Escrow.** For purposes of this Agreement, “Close of Escrow”  
23 shall be defined as the date the Grant Deed, the form of which is attached hereto as **Exhibit B**  
24 and incorporated herein by this reference (“Grant Deed”) conveying the Property to Authority,  
25 is recorded in the Official Records of Riverside County, California. The Close of Escrow shall  
26 occur on or before thirty (30) days after the Opening Date, unless extended in writing by the  
27 mutual written agreement of the Parties (“Closing Date”). In the event the Close of Escrow  
28 does not occur thirty (30) days after the Opening Date, Escrow Holder shall deposit funds in an

1 interest bearing account. Any interest accrued in such account shall be applied toward payment  
2 of closing costs and any remaining balance shall be returned to Authority upon the Close of  
3 Escrow.

4 **c. Due Diligence Period.** Authority shall have ten (10) days from the  
5 Opening Date (the “Due Diligence Period”) to inspect the Property and Due Diligence Materials  
6 (as defined below). In the event Authority finds the Property unsatisfactory for any reason,  
7 Authority at its sole discretion, shall notify Developer and Escrow Holder in writing prior to  
8 expiration of the Due Diligence Period. Thereafter, the Parties shall have no obligation to each  
9 other (except as otherwise set forth herein) and Authority shall be entitled to the return of its  
10 Escrow Deposit. In the event of a cancellation of Escrow, Authority shall bear any Escrow  
11 cancellation fees.

12 **4. Closing Funds.**

13 **a. Authority’s Deposit.** Authority shall deposit Seventeen Thousand  
14 Dollars (\$17,000.00.) towards the closing and related costs as set forth in Section 12, and to pay  
15 escrow and title fees, as well as land carrying costs attributable to the Project for the following:  
16 Land carrying costs not to exceed in the amount of \$11,344.00.

17 Escrow fees and costs not to exceed in the amount of \$5,656.00, related to the conveyance of the  
18 Property from the Developer to the Authority.

19 **5. Conditions of Title.** It shall be a condition to the Close of Escrow and a  
20 covenant of Developer that Developer shall convey good and marketable fee simple title to the  
21 Property by the Grant Deed, subject only to the following approved conditions of title  
22 (“Approved Condition of Title”):

- 23 a. A lien to secure payment of real estate taxes, not delinquent.
- 24 b. Matters created by or with the written consent of Authority.
- 25 c. Exceptions which are disclosed by the Title Report described hereof and  
26 which are approved or deemed approved by Authority in accordance with  
27 **Section 7** hereof.

28 Developer covenants and agrees during the term of this Escrow, Developer will

1 not cause or permit title to the Property to differ from the Approved Condition of Title  
2 described in this **Section 5**. Any liens, encumbrances, easements, restrictions, conditions,  
3 covenants, rights, rights-of-way, or other matters affecting the Approved Condition of Title  
4 which may appear of record or be revealed after the date of the Title Report described in  
5 **Section 7** below, shall also be subject to Authority's approval and must be eliminated or  
6 ameliorated to Authority's satisfaction by Developer prior to the Close of Escrow as a condition  
7 to the Close of Escrow for Authority's benefit.

8 **6. Condition of Property.** Developer, at its expense, shall maintain, or cause to be  
9 maintained, the Property (i.e., weed abatement, clearance of debris and illegal dumping, if  
10 applicable, throughout the Property and within right-of-way adjacent to Property), prior to  
11 conveyance to Authority, so that it is in substantially the same condition as of the Effective  
12 Date. Except as expressly set forth in this Agreement, the Property shall be conveyed in its  
13 current "as is" conditions with all faults, if any, and without any warranty (either express or  
14 implied).

15 **7. Title Policy.** Title shall be evidenced by the willingness of the title company to  
16 issue its ALTA Policy of Title Insurance, or a CLTA Policy of Title Insurance ("Title Policy")  
17 in the amount of \$681,000 showing title to the Property vested in Authority subject only to the  
18 Approved Condition of Title. Authority shall pay for all premiums for all title insurance policies  
19 and coverage and special endorsements, if any, with respect to the Property.

20 **8. Conditions to Close of Escrow.**

21 a. **Conditions to Authority's Obligations.** The Close of Escrow and  
22 Authority's obligation to consummate the transaction contemplated by this Agreement are  
23 subject to the satisfaction of the following conditions for Authority's benefit on or prior to the  
24 dates designated below for the satisfaction of such conditions:

25 i. **No Outstanding Liens or Obligations.** Developer represents and  
26 warrants that all outstanding liens, including mechanics liens or obligations against the Property  
27 shall be removed upon transfer and that Developer shall defend, indemnify and hold harmless  
28 Authority and its officers, Boards, Districts, Special Districts, agencies, Holders, employees and

1 independent contractors free and harmless from any and all claims by any third party against  
2 Authority or the Property for any outstanding liens or obligations related to Developer's use of  
3 the Property, should they exist as of the Effective Date.

4           ii.     **Due Diligence Materials/Title.** Within ten (10) days of the  
5 Opening Date, Developer will deliver to Authority copies of the following items, if and to the  
6 extent such items are in Developer's possession (collectively referred to herein as the "Due  
7 Diligence Materials"): (i) a current Preliminary Title Report ("Title Report") for the Property  
8 and legible copies of all documents, whether recorded or unrecorded, referred to in the Title  
9 Report; and (ii) any and all environmental reports relating to the Property.

10           iii.    **Review and Approval of Due Diligence Materials.** Prior to the  
11 expiration of the Due Diligence Period, Authority shall have the right to review and approve or  
12 disapprove, in its discretion, at Authority's sole cost and expense, the Due Diligence Materials.  
13 Failure of Authority to give disapproval of the Due Diligence Materials, in a writing delivered  
14 by Authority to Developer on or before the expiration of the Due Diligence Period, shall be  
15 deemed to constitute Authority's approval of all Due Diligence Materials. If Authority  
16 disapproves or conditionally approves any matters of title shown in the Title Report, then  
17 Developer may, within five (5) days after its receipt of Authority's notice of disapproval of the  
18 Due Diligence Materials, elect to eliminate or ameliorate to Authority's satisfaction the  
19 disapproved or conditionally approved title matters. Developer shall thereupon give Authority  
20 written notice of those disapproved or conditionally approved title matters, if any, which  
21 Developer covenants and agrees to either eliminate from the Title Policy as exceptions to title to  
22 the Property or to ameliorate to Authority's satisfaction by the Closing Date as a condition to  
23 the Close of Escrow for Authority's benefit. If Developer does not elect to eliminate or  
24 ameliorate to Authority's satisfaction any disapproved or conditionally approved title matters,  
25 or if Authority disapproves of Developer's notice, or if, despite its reasonable efforts, Developer  
26 is unable to eliminate or ameliorate to Authority's satisfaction all such disapproved matters  
27 prior to the Closing Date, then Authority shall have the right to, by a writing delivered to  
28 Developer and Escrow Holder: (i) waive its prior disapproval, in which event the disapproved

1 matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created  
2 pursuant thereto, in which event Authority shall be entitled to the return of all monies  
3 previously deposited with Escrow Holder or released to Developer pursuant to this Agreement,  
4 and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

5 **iv. Representations, Warranties, and Covenants of Developer.**

6 Developer shall have duly performed each and every agreement to be performed by Developer  
7 hereunder and Developer's representations, warranties, and covenants set forth in **Section 14**  
8 shall be true and correct in all material respects as of the Closing Date.

9 **v. No Material Changes.** At the Closing Date, there shall have been  
10 no material adverse changes in the physical condition of the Property.

11 **vi. Inspections and Studies.** Prior to the expiration of the Due  
12 Diligence Period, Authority shall have approved the results of any and all inspections,  
13 investigations, tests and studies (including, without limitation, investigations with regard to  
14 zoning, building codes and other governmental regulations, architectural inspections,  
15 engineering tests, economic feasibility studies and soils, seismic and geologic reports) with  
16 respect to the Property (including all structural and mechanical systems and leased areas) as  
17 Authority may elect to make or obtain. The failure of Authority to disapprove the results of said  
18 inspections, investigations, tests and studies in writing on or prior to the expiration of the Due  
19 Diligence Period shall be deemed to constitute Authority's approval of the results. The cost of  
20 any such inspections, tests and studies shall be borne by Developer. During the term of this  
21 Escrow, Authority, its Holders, contractors and subcontractors shall have the right to enter upon  
22 the Property, at reasonable times during ordinary business hours, to make any and all  
23 inspections and tests as may be necessary or desirable in Authority's sole judgment and  
24 discretion. Authority shall use care and consideration in connection with any of its inspections.  
25 Authority hereby indemnifies Developer and Developer's directors, officers, shareholders,  
26 employees and Holders from and against any and all personal injuries, damage to the Property  
27 and mechanics' liens, arising out of any such entry by Authority or its Holders, designees,  
28 contractors, subcontractors, or representatives onto the Property. From and after the Opening

1 Date, Authority and Authority's representatives, Holders and designees shall have the right to  
2 (a) consult with any party for any purpose relating to the Property, and (b) enter upon the  
3 Property during normal business hours, at Authority's sole cost and expense, for any reasonable  
4 purpose in connection with Authority's proposed purchase, development or operation of the  
5 Property, including, without limitation, to examine all books, records and files of Developer (or  
6 its Holders) relating to the Property and to make such inspections, investigations and tests as  
7 Authority may elect to make.

8           b.     **Conditions Precedents to Developer's Obligation.** For the benefit of  
9 Developer, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of  
10 each of the following conditions (or Developer's waiver thereof, it being agreed Developer may  
11 waive any or all of such conditions):

12                     i. Authority's Obligations. Authority shall have timely performed all of  
13                     the obligations required by the terms of this Agreement to be  
14                     performed by Authority; and

15                     ii. Authority's Representations. All representations and warranties made  
16                     by Authority to Developer in this Agreement shall be true and correct  
17                     in all material respects as of the Close of Escrow.

18           **9. Deposits by Developer.** At least three (3) business days prior to the Close of  
19 Escrow, Developer shall deposit or cause to be deposited with Escrow Holder the following  
20 documents and instruments:

21                     a. **Developer's Nonforeign Affidavit.** A Certificate of Nonforeign Status  
22                     (Developer's Certificate), duly executed by Developer.

23                     b. **Grant Deed.** The Grant Deed conveying the Property to Authority duly  
24                     executed by Developer, acknowledged and in recordable form,  
25                     substantially similar to **Exhibit B**. Upon receiving said executed Grant  
26                     Deed, escrow holder is instructed to forward a copy of Grant Deed to  
27                     Authority so that an original Certificate of Acceptance can be attached.

28           **10. Deposits by Authority.** At least three (3) business days prior to the Close of

1 Escrow, Authority shall deposit or cause to be deposited with Escrow Holder the following  
2 documents and instruments:

- 3 a. **Closing funds.** The amount identified in **Section 4(a)** of this Agreement.
- 4 b. **Certificate of Acceptance to Grant Deed.** An original Certificate of  
5 Acceptance, acknowledged and in recordable form, substantially similar to  
6 **Exhibit C.**
- 7 c. **Reconveyances of all recorded documents and promissory note**

8 **11. Recordation of Documents.** Upon receipt by the Escrow Holder of all executed  
9 and acknowledged documents, as required by this Agreement, the Escrow Holder shall record  
10 all documents when the Property can be vested in Authority in accordance with the terms and  
11 provisions of this Agreement. The Escrow Holder shall buy, affix and cancel any transfer  
12 stamps required by law. Any insurance policies governing the Property or any portion thereof  
13 are not to be transferred. All documents to be recorded shall be recorded in the Official Records  
14 of the County of Riverside.

15 **12. Costs and Expenses.**

16 a. The cost and expense of the Title Policy plus the cost attributable to an  
17 endorsement insuring Authority's title against any mechanics' liens as of the Closing Date shall  
18 be paid by Authority.

19 b. In addition, the Authority shall pay in escrow to the Escrow Holder the  
20 following fees, charges and costs promptly after the Escrow Holder has notified Authority of  
21 the amount of such fees, charges and costs within two (2) weeks after the Closing Date for  
22 conveyance of the Property from the Developer to Authority:

- 23 i. Escrow fees;
- 24 ii. Escrow Holder's customary charges to Authority and Developer  
25 for document drafting, recording, and miscellaneous charges;
- 26 iii. Notary fees;
- 27 iv. Ad valorem taxes and any other taxes, assessments or impositions  
28 of any kind, if any, attributable to Developer's ownership of the

1 Property prior to conveyance of the Property; and

- 2 v. State, county, city or other documentary stamps and transfer taxes,
- 3 if any, payable in connection with the recordation of the Grant
- 4 Deed. The amount of such transfer taxes shall not be posted on the
- 5 Grant Deed, but shall be supplied by separate affidavit.
- 6 vi. Carrying cost invoices due to Developer
- 7 vii. Any additional costs or fees associated with the transfer.

8 **13. Disbursements and Other Actions by Escrow Holder.** The Escrow Holder is  
9 authorized to:

- 10 a. Pay, and charge Authority, for any fees, charges and costs payable under
- 11 **Section 12.** Before such payments are made, the Escrow Holder shall
- 12 notify Authority and Developer of the fees, charges and costs necessary to
- 13 clear title and convey the Property;
- 14 b. Disburse funds and deliver documents to the parties entitled thereto when the
- 15 conditions of the escrow have been fulfilled by Authority and Developer;
- 16 c. Record any instruments delivered through the escrow if necessary or proper
- 17 to vest the applicable interests in Developer and Authority in accordance
- 18 with the terms and provisions of this Agreement. Cause the Grant Deed and
- 19 any other documents which the parties hereto may mutually direct, to be
- 20 recorded in the Official Records of Riverside County, California (“Official
- 21 Records”). Escrow Holder is instructed not to affix the amount of
- 22 documentary transfer tax on the face of the Deed, but to supply same by
- 23 separate affidavit.
- 24 d. Prorate all matters referenced herein, based upon the statement delivered
- 25 into Escrow signed by the parties.
- 26 e. From funds deposited by Authority with Escrow Holder, disburse balance,
- 27 after deduction for all items chargeable to the account of Authority, to
- 28 Authority.



- 1 f. Deliver the Developer's Certificate, executed by Developer, and, when  
2 issued, the Title Policy, to Authority.
- 3 g. Authority and Developer hereby acknowledge and agree that the Escrow  
4 Holder is designated as the "Reporting Person" for the transaction which is  
5 the subject of this Agreement pursuant to Section 6045(e) of the Internal  
6 Revenue Code.

7 All funds received in the escrow shall be deposited by the Escrow Holder in an interest  
8 bearing account for the benefit of the depositing party as directed by the depositing party.

9 If any escrow is not in condition to close on or before the Closing Date, either party who  
10 then shall have fully performed the acts to be performed before the Closing Date may, in  
11 writing, demand the return of its money, papers or documents. By mutual agreement executed  
12 in writing, which shall not be unreasonably withheld, escrow can be extended for an additional  
13 30 days. No demand for return shall be recognized until ten (10) days after the Escrow Holder  
14 shall have mailed copies of such demand to the other party at the address of its principal place  
15 of business. Objections, if any, shall be raised by written notice to the Escrow Holder and to the  
16 other party within the ten- (10) day period. If any objections are raised within the ten- (10) day  
17 period, the Escrow Holder is authorized to hold the money, paper and documents until  
18 instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent  
19 jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible.

20 The Escrow Holder shall not be obligated to return any such money, papers or documents  
21 except upon the written instructions of both Authority and Developer affected thereby, or until  
22 the party entitled thereto has been determined by a final decision of a court of competent  
23 jurisdiction.

24 Any amendments to these escrow instructions shall be in writing and signed by both  
25 Authority and Developer. At the time of any amendment, the Escrow Holder shall agree to  
26 carry out its duties as Escrow Holder under such amendment.

27 All communications from the Escrow Holder to Authority or Developer shall be directed  
28 to the addresses and in the manner established under Notices, **Section 23**.

1           **14. Developer's Representations and Warranties.** In consideration of Authority  
2 entering into this Agreement, and as an inducement to Authority to accept the Property,  
3 Developer makes the following representations and warranties, each of which is material and is  
4 being relied upon by Authority (and the continued truth and accuracy of which shall constitute a  
5 condition precedent to Authority's obligations hereunder).

- 6           a. **Authorization.** This Agreement has been duly and validly authorized,  
7           executed and delivered by Developer, and no other action is requisite to the  
8           execution and delivery of this Agreement by Developer.
- 9           b. **Threatened Actions.** There are no actions, suits or proceedings pending  
10           against, or, to the best of Developer's knowledge, threatened or affecting  
11           the Property in law or equity.
- 12           c. **Third Party Consents.** No consents or waivers of, or by, any third party  
13           are necessary to permit the consummation by Developer of the transactions  
14           contemplated pursuant to this Agreement.
- 15           d. **Violations of Law.** Developer has not received notice of any outstanding  
16           violations, past or present, of any governmental laws, ordinances, rules,  
17           requirements or regulations of every governmental agency, body or  
18           subdivision thereof bearing on the Property, and Developer has no  
19           knowledge or reason to have knowledge of any condition which constitutes  
20           such a violation.
- 21           e. **Condemnation.** There are no pending, or, to the best of Developer's  
22           knowledge, threatened proceedings in eminent domain or otherwise, which  
23           would affect the Property or any portion thereof.
- 24           f. **Compliance with Law.** To the best of Developer's knowledge, all laws,  
25           ordinances, rules, and requirements and regulations of every governmental  
26           agency, body, or subdivision thereof bearing on the Property have been  
27           complied with by Developer.
- 28           g. **Agreements.** There are no agreements (whether oral or written) affecting

1 or relating to the right of any party with respect to the possession of the  
2 Property, or any portion thereof, which are obligations which will affect the  
3 Property or any portion thereof subsequent to the recordation of the Grant  
4 Deed, except as may be reflected in the Title Report, which shall have been  
5 approved by Authority pursuant to the terms of this Agreement.

6 h. **Documents.** To the best of Developer's knowledge, all documents  
7 delivered to Authority pursuant to this Agreement are true and correct  
8 copies of originals, and any and all information supplied to Authority by  
9 Developer in accordance **Section 9** hereof is true and correct.

10 i. **Occupancy Agreements.** There are no leases, subleases, occupancies or  
11 tenancies in effect pertaining to the Property, and Developer has no  
12 knowledge of any oral agreements with anyone, with respect to the  
13 occupancy of the Property.

14 Developer's representations and warranties made in this **Section 14** shall be continuing  
15 and shall be true and correct as of the Close of Escrow with the same force and effect as if  
16 remade by Developer in a separate certificate at that time and shall not merge into the Close of  
17 Escrow and the recording of the Grant Deed in the Official Records.

18 **15. Authority's Representations and Warranties.** In consideration of Developer  
19 entering into this Agreement, and as an inducement to Developer to convey the Property to  
20 Authority, Authority makes the following representations and warranties, each of which is  
21 material and is being relied upon by Developer:

22 a. This Agreement has been duly and validly authorized, executed and  
23 delivered by Authority, and no other action is requisite to the execution and  
24 delivery of this Agreement by Authority.

25 b. This Agreement has been, and all documents executed by Authority under  
26 this Agreement which are to be delivered to Developer at the time of Close  
27 of Escrow will be, duly authorized, executed, and delivered by Authority,  
28 and is, or, as to all documents to be executed by Authority at the Close of

1 Escrow, will be, legal, valid, and binding obligations of Authority, and do  
2 not, and at the Close of Escrow will not violate any provisions of any  
3 agreement or judicial order to which Authority is a party or to which it is  
4 subject.

- 5 c. Authority's representations and warranties made in this Paragraph 15 shall  
6 be continuing and shall be true and correct as of the Close of Escrow with  
7 the same force and effect as if remade by Authority in a separate certificate  
8 at that time.

9 **16. Indemnification.** Developer shall indemnify and hold harmless Authority,  
10 County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their  
11 respective directors, officers, Board of Commissioners, elected and appointed officials,  
12 employees, Holders and representatives from any liability whatsoever, based or asserted upon  
13 any services of Developer, its officers, employees, subcontractors, Holders or representatives  
14 arising out of their performance under this Agreement, including but not limited to property  
15 damage, bodily injury, or death or any other element of any kind or nature whatsoever arising  
16 from the performance of Developer, its officers, Holders, employees, subcontractors, Holders or  
17 representatives under this Agreement that occur or otherwise arise prior to the Close of Escrow.  
18 Developer shall defend, at its sole expense, all costs and fees including, but not limited, to  
19 attorney fees, cost of investigation, defense and settlements or awards, Authority, County of  
20 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,  
21 officers, Board of Commissioners, elected and appointed officials, employees, Holders and  
22 representatives in any claim or action based upon such alleged acts or omissions.

23 With respect to any action or claim subject to indemnification herein by  
24 Developer, Developer shall, at their sole cost, have the right to use counsel of their own choice  
25 and shall have the right to adjust, settle, or compromise any such action or claim subject to the  
26 prior consent of Authority which shall not unreasonably be withheld; provided, however, that  
27 any such adjustment, settlement or compromise in no manner whatsoever limits or  
28 circumscribes Developer's indemnification to Authority as set forth herein.

1 Developer's obligation hereunder shall be satisfied when Developer has provided  
2 to Authority the appropriate form of dismissal relieving Authority from any liability for the  
3 action or claim involved.

4 In the event there is conflict between this clause and California Civil Code  
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
6 interpretation shall not relieve Developer from indemnifying Authority to the fullest extent  
7 allowed by law.

8 **17. Indemnification of Escrow Holder.**

9 a. If this Agreement or any matter relating hereto shall become the subject of  
10 any litigation or controversy, Authority and Developer agree, jointly and severally, to hold  
11 Escrow Holder free and harmless from any loss or expense, including attorney's fees, that may  
12 be suffered by it by reason thereof except for losses or expenses as may arise from Escrow  
13 Holder's negligent or willful misconduct. If conflicting demands are made or notices served  
14 upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow  
15 Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring  
16 the parties to interplead and litigate their several claims and rights among themselves. Upon the  
17 filing of the action in interpleader, Escrow Holder shall be fully released and discharged from  
18 any obligations imposed upon it by this Agreement, and

19 b. Escrow Holder shall not be liable for the sufficiency or correctness as to  
20 form, manner, execution, or validity of any instrument deposited with it, nor as to the identity,  
21 authority or rights of any person executing such instrument, nor for failure of Authority or  
22 Developer to comply with any of the provisions of any agreement, contract or other instrument  
23 filed with Escrow Holder, or referred to herein. Escrow Holder's duties hereunder shall be  
24 limited to the safekeeping of all monies, instruments, or other documents received by it as  
25 Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

26 **18. Binding Agreement.** This Agreement is and shall be binding upon and shall inure  
27 to the benefit of the predecessors, affiliates, subsidiaries, successors, assigns, parties, Holders,  
28 officers, employees, shareholders, associates, legal representatives, heirs, executives and/or

1 administrators of both Authority and Developer.

2 **19. Paragraph Headings and Captions.** Paragraph headings are for reference only  
3 and shall not affect the interpretation of any paragraph hereto. Any captions to, or headings of,  
4 the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties  
5 hereto, are not a part of this Agreement, and shall not be used for the interpretation or  
6 determination of the validity of this Agreement or any provision hereof.

7 **20. Authority to Enter Agreement.** This Agreement is based on the mutual  
8 agreement of the Parties. The Parties represent and warrant to the other that the persons  
9 executing this Agreement on behalf of Authority and Developer are duly and fully authorized  
10 to do so, and that each is acting pursuant to the power and authority granted by their respective  
11 principals, and that no further approvals are required to be obtained from any persons or  
12 entities.

13 **21. Additional Documents.** The Parties agree to cooperate fully to take any and all  
14 steps, perform any acts, and execute any documents consistent with the terms and conditions of  
15 this Agreement, which may be needed or required to effectuate the terms, intent, conditions,  
16 covenants, and provisions hereof.

17 **22. Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the  
18 full and entire agreement of the terms between the Parties and both Authority and Developer  
19 acknowledge that there is no other agreement, oral and/or written, between Authority and  
20 Developer hereto.

21 **23. Notices.** All notices or other communications required or permitted hereunder  
22 shall be in writing, and shall be personally delivered or sent by registered or certified mail,  
23 postage prepaid, return receipt requested, delivered, or sent by facsimile, and shall be deemed  
24 received upon the earlier of (a) if personally delivered, the date of delivery to the address of the  
25 person to receive such notice, (b) if mailed, four (4) business days after the date of posting by  
26 the United States post office, or (c) if given by facsimile, when sent. Any notice, request,  
27 demand, direction, or other communication sent by facsimile must be confirmed within forty-  
28 eight (48) hours by letter mailed or delivered in accordance with the foregoing:

1           **To Authority:** Attention: Assistant Director  
2                                   Housing Authority of the County of Riverside  
3                                   5555 Arlington Avenue, Riverside, CA 92504

4           **To Developer:** Mustang Affordable Homes, LLC  
5                                   c/o Mary Erickson Community Housing  
6                                   1291 Puerta del Sol, Ste 200, San Clemente, CA 92673  
7                                   Attn: President/Chief Executive Officer  
8                                   c/o Affordable Housing Clearinghouse  
9                                   23861 El Toro Rd, Suite 401, Lake Forest, CA 92630  
10                                  Attn: President/Chief Executive Officer

11  
12           Notice of change of address shall be given by written notice in the manner detailed  
13 in this paragraph. Rejection or other refusal to accept, or the inability to deliver because of  
14 changed address of which no notice was given, shall be deemed to constitute receipt of the  
15 notice, demand, request, or communication sent.

16           **24. Interpretative Law.** This Agreement is made and entered into in the State of  
17 California and in all respects shall be interpreted, enforced and governed by and under the laws  
18 of the State of California. If any provision of this Agreement is held by a court of competent  
19 jurisdiction to be invalid, void, or unenforceable for whatever reason, the remaining provisions  
20 not so declared shall nonetheless continue in full force and effect without being impaired in any  
21 manner whatsoever.

22           **25. Jurisdiction and Venue.** Any action at law or in equity brought by either of the  
23 parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall  
24 be tried in the Superior Court, Central Division of the County of Riverside, State of California  
25 and Authority and Developer hereby waive all provision of law providing for a change of venue  
26 in such proceedings to any other County.

27           **26. Incorporation by Reference.** Each of the attachments and exhibits attached  
28 hereto is incorporated herein by this reference.

1           **27. Survival of Covenants.** The covenants, representations and warranties of both  
2 Authority and Developer set forth in this Agreement shall survive the recordation of the Grant  
3 Deed and the Close of Escrow, and shall remain in effect until six (6) months after the Close of  
4 Escrow.

5           **28. Required Actions of Authority and Developer.** Authority and Developer agree  
6 to execute such instruments and documents and to diligently undertake such actions as may be  
7 required in order to consummate the transfer of Property herein contemplated, and shall use  
8 their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

9           **29. Time of Essence.** Time is of the essence of each and every term, condition,  
10 obligation, and provision hereof.

11           **30. Broker.** Authority and Developer each represent and warrant to the other party  
12 that neither has dealt with or engaged a broker in connection with this transaction, and agrees to  
13 indemnify and save harmless the other party from and against all claims, costs, liabilities and  
14 expense (including court costs and reasonable attorneys' fees) incurred by the other party as a  
15 result of a breach of this representation.

16           **31. No Obligations to Third Parties.** Except as otherwise expressly provided  
17 herein, the execution and delivery of this Agreement shall not be deemed to confer any rights  
18 upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

19           **32. Amendment to this Agreement.** The terms of this Agreement may not be  
20 modified or amended except by an instrument in writing executed by each of the Parties hereto.

21           **33. Modification of Agreement.** Parties may consider it in its best interest to  
22 change, modify or extend a term or condition of this Agreement, provided such change,  
23 modification or extension is agreed to in writing by the other party. Any such change, extension  
24 or modification, which is mutually agreed upon by Parties shall be incorporated in written  
25 amendments to this Agreement. Such amendments shall not invalidate this Agreement, nor  
26 relieve or release the Parties from any obligations under this Agreement, except for those parts  
27 thereby amended. No amendment to this Agreement shall be effective and binding upon the  
28 Parties, unless it expressly makes reference to this Agreement, is in writing and is signed and



1 acknowledged by duly authorized representatives of each Party.

2       **34. Ministerial Acts.** Authority's Executive Director or designee(s) are authorized to  
3 take such ministerial actions as may be necessary or appropriate to implement the terms,  
4 provisions, and conditions of this Agreement as it may be amended from time to time by both  
5 parties.

6       **35. Waiver.** The waiver or failure to enforce any provision of this Agreement shall  
7 not operate as a waiver of any future breach of any such provision or any other provision hereof.

8       **36. Applicable Law.** This Agreement shall be governed by and construed in  
9 accordance with the laws of the State of California.

10       **37. Fees and Other Expenses.** Except as otherwise provided herein, each of the  
11 Parties shall pay its own fees and expenses in connection with this Agreement.

12       **38. Severability.** In the event that any provision of this Agreement or the application  
13 thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or  
14 unenforceable, the remainder of this Agreement will continue in full force and effect and the  
15 application of such provision to other persons or circumstances will be interpreted so as  
16 reasonably to effect the intent of the parties hereto. The parties further agree to replace such  
17 void or unenforceable provision of this Agreement with a valid and enforceable provision that  
18 will achieve, to the extent possible, the economic, business and other purposes of such void or  
19 unenforceable provision.

20       **39. Counterparts.** This Agreement and any attachment to be executed by the parties  
21 may be executed by each party on a separate signature page, and when the executed signature  
22 pages are combined, shall constitute one single instrument.

23       **40. Effective Date.** The effective date of this Agreement shall be the date this  
24 Agreement is fully executed by both parties ("Effective Date"). If the parties execute this  
25 Agreement on separate dates, then the last date this Agreement was executed by a party shall be  
26 the Effective Date.

27 /// [signatures on following page]

1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective  
2 Date of this Agreement.

3  
4 **AUTHORITY:**

5 Housing Authority of the County of  
6 Riverside, a public entity, corporate and  
7 politic, in its capacity as housing successor  
8 to the former Redevelopment Agency for  
9 the County of Riverside

10 By: \_\_\_\_\_  
11 John J. Benoit, Chairman  
12 Board of Commissioners

13 Date: \_\_\_\_\_

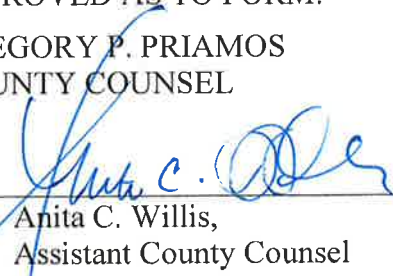
14 **ATTEST:**

15 **KECIA HARPER-IHEM**  
16 Clerk of the Board

17  
18 By: \_\_\_\_\_  
19 Deputy

20 **APPROVED AS TO FORM:**

21 **GREGORY P. PRIAMOS**  
22 **COUNTY COUNSEL**

23 By:  \_\_\_\_\_  
24 Anita C. Willis,  
25 Assistant County Counsel

**DEVELOPER:**

Mustang Affordable Homes, LLC,  
a California limited liability Company

By: \_\_\_\_\_  
Susan McDevitt,  
Managing Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brenda Rodriguez,  
Managing Member

Date: \_\_\_\_\_

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2 Date of this Agreement.

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5 Housing Authority of the County of  
6 Riverside, a public entity, corporate and  
7 politic, in its capacity as housing successor  
8 to the former Redevelopment Agency for  
9 the County of Riverside

10 By: \_\_\_\_\_  
11 John J. Benoit, Chairman  
12 Board of Commissioners

13 Date: \_\_\_\_\_

**DEVELOPER:**

Mustang Affordable Homes, LLC,  
a California limited liability Company

By: Susan McDevitt  
Susan McDevitt,  
Managing Member

Date: 12/21/15

14 **ATTEST:**

15 **KECIA HARPER-IHEM**  
16 Clerk of the Board

17 By: \_\_\_\_\_  
18 Deputy

By: \_\_\_\_\_  
Brenda Rodriguez,  
Managing Member

Date: \_\_\_\_\_

20 **APPROVED AS TO FORM:**

21 **GREGORY P. PRIAMOS**  
22 **COUNTY COUNSEL**

23 By: \_\_\_\_\_  
24 Anita C. Willis,  
25 Assistant County Counsel

1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective  
2 Date of this Agreement.

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5 Housing Authority of the County of  
6 Riverside, a public entity, corporate and  
7 politic, in its capacity as housing successor  
8 to the former Redevelopment Agency for  
9 the County of Riverside

10 By: \_\_\_\_\_  
11 John J. Benoit, Chairman  
12 Board of Commissioners

13 Date: \_\_\_\_\_

14 **ATTEST:**

15 KECIA HARPER-IHEM  
16 Clerk of the Board

17 By: \_\_\_\_\_  
18 Deputy

19  
20 APPROVED AS TO FORM:  
21 GREGORY P. PRIAMOS  
22 COUNTY COUNSEL

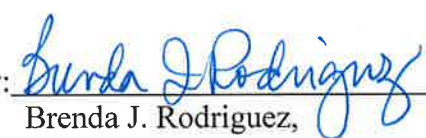
23 By: \_\_\_\_\_  
24 Anita C. Willis,  
25 Assistant County Counsel  
26  
27  
28

**DEVELOPER:**

Mustang Affordable Homes, LLC,  
a California limited liability Company

By: \_\_\_\_\_  
Susan McDevitt,  
Managing Member

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Brenda J. Rodriguez,  
Managing Member

Date: \_\_\_\_\_

# EXHIBIT A

## Property

### Legal Description:

PROPERTY "B" OF THAT CERTAIN LOT LINE ADJUSTMENT NO. 4193, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AS DOCUMENT NO. 2000-069289, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, TOGETHER WITH A PORTION OF LOT 5 OF HORD'S GARDEN ACRES, IN THE UNINCORPORATED TERRITORY OF SAID RIVERSIDE COUNTY. AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE MOST SOUTHERLY CORNER OF SAID PROPERTY "B" AND THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 5; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY LINE, ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY BOUNDARY LINE OF SAID PROPERTY "B", SOUTH 59'10'00" EAST 66.00 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 5; THENCE LEAVING SAID SOUTHEASTERLY PROLONGATION AND ALONG SAID SOUTHEASTERLY LINE, NORTH 30'50'00" EAST 247.00 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MUSTANG LANE AS DESCRIBED IN THE DEED RECORDED APRIL 13, 1966 AS INSTRUMENT NO. 38775, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE LEAVING SAID SOUTHEASTERLY LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, NORTH 59'10'00" WEST 198.00 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF SAID PROPERTY "B"; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID NORTHWESTERLY LINE, SOUTH 30'50'00" WEST 247.00 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF SAID PROPERTY "B"; THENCE LEAVING SAID NORTHWESTERLY LINE AND ALONG SAID SOUTHWESTERLY LINE, SOUTH 59'10'00" EAST 132.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.123 ACRES (48,906 SQUARE FEET)

Assessor's Parcel No: 177-250-029

# **Exhibit B**

Grant Deed

OFFICIAL BUSINESS

Document entitled to free recording  
Per Government Code Section 6103 and 27383

WHEN RECORDED MAIL TO

Housing Authority of the  
County of Riverside  
5555 Arlington Avenue  
Riverside, CA 92504  
Attn: Juan Garcia

APN: 177-250-029

---

SPACE ABOVE LINE FOR RECORDERS USE

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MUSTANG LANE AFFORDABLE HOMES, LIMITED LIABILITY COMPANY (“Grantor”), hereby grants to the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside (“Grantee”), the real property located in the City of Jurupa Valley, County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as **Exhibit A** and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records (“Property”).

Said Property is conveyed in accordance with and subject to the Termination and Property Transfer Agreement with Joint Escrow Instructions entered into by and between Grantor and Grantee, dated as of \_\_\_\_\_, 2016.

SEE **EXHIBIT A** ATTACHED

[remainder of page intentionally blank]

[signatures on following page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf.

**“GRANTOR”**

Mustang Affordable Homes, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Susan McDevitt,  
Managing Member

Date: \_\_\_\_\_

By: Brenda J. Rodriguez  
Brenda J. Rodriguez,  
Managing Member

Date: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Oran )

On December 22, 2015 before me, Kathy Jo Bonney, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Brenda J Rodriguez  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Kathy Jo Bonney  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf.

**“GRANTOR”**

Mustang Affordable Homes, LLC,  
a California limited liability company

By: Susan McDevitt  
Susan McDevitt,  
Managing Member

Date: 12/23/15

**PLEASE SEE ATTACHED  
CALIFORNIA CERTIFICATE**

By: \_\_\_\_\_  
Brenda Rodriguez,  
Managing Member

Date: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 12, 23, 2015 before me, Hamid Emadian Naeini-Notary Public  
(Here insert name and title of the officer)

personally appeared SUSAN EILEEN MCDEVITT

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]*  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESCRIPTION OF THE ATTACHED DOCUMENT**

GRANT DEED

(Title or description of attached document)

---

(Title or description of attached document continued)

Number of Pages 2 Document Date 12, 23, 15

---

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf.

**“GRANTOR”**

Mustang Affordable Homes, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Susan McDevitt,  
Managing Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brenda Rodriguez,  
Managing Member

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Legal Description:

PROPERTY "B" OF THAT CERTAIN LOT LINE ADJUSTMENT NO. 4193, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AS DOCUMENT NO. 2000-069289, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, TOGETHER WITH A PORTION OF LOT 5 OF HORD'S GARDEN ACRES, IN THE UNINCORPORATED TERRITORY OF SAID RIVERSIDE COUNTY. AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE MOST SOUTHERLY CORNER OF SAID PROPERTY "B" AND THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 5; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY LINE, ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY BOUNDARY LINE OF SAID PROPERTY "B", SOUTH 59'10"00" EAST 66.00 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 5; THENCE LEAVING SAID SOUTHEASTERLY PROLONGATION AND ALONG SAID SOUTHEASTERLY LINE, NORTH 30'50"00" EAST 247.00 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MUSTANG LANE AS DESCRIBED IN THE DEED RECORDED APRIL 13, 1966 AS INSTRUMENT NO. 38775, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE LEAVING SAID SOUTHEASTERLY LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, NORTH 59'10"00" WEST 198.00 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF SAID PROPERTY "B"; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID NORTHWESTERLY LINE, SOUTH 30'50"00" WEST 247.00 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF SAID PROPERTY "B"; THENCE LEAVING SAID NORTHWESTERLY LINE AND ALONG SAID SOUTHWESTERLY LINE, SOUTH 59'10"00" EAST 132.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.123 ACRES (48,906 SQUARE FEET)

Assessor's Parcel No: 177-250-029

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated as of \_\_\_\_\_, 2016 from the Grantor, MUSTANG LANE AFFORDABLE HOUSING, LIMITED LIABILITY COMPANY, granted to the Grantee, the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside, is hereby accepted by that certain Termination and Property Transfer Agreement with Joint Escrow Instructions entered into by and between Grantor and Grantee, dated as of \_\_\_\_\_, 2016.

**“GRANTEE”**

Housing Authority of the County of Riverside, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Commissioners

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Anita C. Willis,  
Assistant County Counsel

# **Exhibit C**

Preliminary Title Report

# TITLE SNAPSHOT GRADE

TITLE365

7095 Indiana Ave, Suite 120, Riverside, CA 92506  
Toll Free: (877)365-9365 | Direct: (951)616-2337 | Fax: (855)861-4197

# A

## What does this grade mean?

A = No title curative issues

B = Issues to pay or clear

C = Liens to clear

D = Title curative issues

## REO transactions only:

E = REO curative issues

R = IRS curative issues

## Title is Vested in

- Affordable Housing Clearinghouse, a Non Profit Corporation and Mary Erickson Community Housing, a Non Profit Corporation

## No Curative Issues or All Curative Issues Were Resolved

## Prepared On

August 18, 2015

## Order Number

510-1503914-50

## Loan Number

## Property Address

Vacant

Jurupa Valley, CA 92506

## Questions

For questions regarding this

Title Snapshot, please contact:

Margo Sweet

(951)616-2337

Margo.Sweet@title365.com

The Title Snapshot is intended for informational purposes only. It is not intended as a guaranty, affirmation, indemnification, or certification of any fact, insurance coverage or conclusion of law to any insured or party to a transaction. No liability for reliance thereon is inferred, implied or expressed.



# TITLE365

7095 Indiana Ave, Suite 120, Riverside, CA 92506  
Toll Free: (877)365-9365 | Direct: (951)616-2337 | Fax: (855)861-4197

## PRELIMINARY REPORT

Cornerstone Escrow  
110 N. Lincoln #303  
Corona, CA 92882  
Attn: Cathi Reilly

Our Order: 510-1503914-50  
Escrow Ref: Vacant  
Lender Ref:  
**When Replying Please Contact:**  
Title365 Company Inc.  
7095 Indiana Ave, Suite 120  
Riverside, CA 92506  
Attn: Margo Sweet  
(951)616-2337

Today's Date: August 18, 2015

**Property Address: Vacant, Jurupa Valley, CA 92506**

In response to the application for a Policy of Title Insurance, Title365 Company Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein and/or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

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

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Exhibit B 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 Policy or Policies of Title Insurance 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 or Policies of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy or Policies of Title Insurance, a Binder or Commitment should be requested.

**Dated as of August 7, 2015, at 07:30AM.**

Margo Sweet  
Title Officer  
Margo.Sweet@title365.com

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

CLTA Owners Policy (1/1/08) CLTA Standard Coverage Policy 1990 Underwritten by: Westcor Land Title Insurance Company

## SCHEDULE A

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:

Affordable Housing Clearinghouse, a Non Profit Corporation and Mary Erickson Community Housing, a Non Profit Corporation

The land hereinafter referred to is situated in the City of Jurupa Valley, County of Riverside, State of CA, and is described as follows:

Parcel 1

Property "B" of that certain Lot Line Adjustment No. 4193, in the unincorporated territory of the County of Riverside, State of California, recorded as Document No. 2000-069289, Official Records of said Riverside County, together with a portion of Lot 5 of Hord's Garden Acres, in the unincorporated territory of said Riverside County, as shown on a map recorded in Book 11, Page 11 of Maps, in the Office of the County Recorder of said Riverside County, more particularly described as a whole as follows:

Beginning at the intersection of the most Southerly corner or said Property "B" and the Northwesterly boundary line or said Lot 5; thence leaving said Northwesterly boundary line, along the Southeasterly prolongation of the Southwesterly boundary line of said Property "B", South 59 degrees 10 minutes 00 seconds East 66.00 feet to a point on the Southeasterly boundary line of said Lot 5; thence leaving said Southeasterly prolongation and along said Southeasterly line, North 30 degrees 50 minutes 00 seconds East 247.00 feet to its intersection with the Southwesterly right-of-way line of Mustang Lane as described in the Deed recorded April 13, 1966 as Instrument No. 38775, Official Records of said Riverside County; thence leaving said Southeasterly line and along said Southwesterly right-of-way line, North 59 degrees 10 minutes 00 seconds West 198.00 feet to a point on the Northwesterly boundary line or said Property "B"; thence leaving said right-of-way Line and along said Northwesterly line, South 30 degrees 50 minutes 00 seconds West 247.00 feet to the Southwesterly boundary line of said Property "B"; thence leaving said Northwesterly line and along said Southwesterly line, South 59 degrees 10 minutes 00 seconds East 132.00 feet to the point of beginning.

Containing an Area of 1.123 acres (48,906 square feet)

APN: 177-250-029-1

## SCHEDULE B

At the date hereof, Exceptions to coverage, in addition to the printed Exception and Exclusions contained in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2015 - 2016 which are a lien not yet payable.

2. Property taxes for the fiscal year shown below are paid. For proration purposes the amounts are:

Fiscal year:	2014-2015
1st Installment:	\$2,942.62
2nd Installment:	\$2,942.62
Exemption:	\$0.00
Land:	\$526,719.00
Improvements:	\$0.00
Personal Property:	\$0.00
Code Area:	028-054
Assessment No:	177-250-029-1

3. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.

5. An easement for the purpose shown below and rights incidental thereto as granted in a document:

Granted to: Southern Sierras Power Co.  
Purpose: Either or both pole lines, conduits  
Recorded: May 10, 1929 in Book 813 of Deeds and Page 12.  
Affects: A portion of Lot 4

6. An easement for the purpose shown below and rights incidental thereto as granted in a document:

Granted to: Sunny Slope Mutual Water Company, a Corporation  
Purpose: Pipelines  
Recorded: November 21, 1955 as Instrument Number 73950, of Official Records.  
Affects: Said Land

Reference is made to said document for full particulars.

7. An easement for the purpose shown below and rights incidental thereto as granted in a document:

Granted to: Southern Sierras Power Co.  
Purpose: Either or both pole lines, conduits  
Recorded: May 10, 1929 in Book 468 and Page 297, of Official Records.  
Affects: A portion of Lot 3

8. An easement for the purpose shown below and rights incidental thereto as granted in a document:

Granted to: Sunny Slope Mutual Water Company, A corporation  
Purpose: Pipelines  
Recorded: November 21, 1955 as Instrument Number 73938 in Book 1823 and Page 181, of Official Records.  
Affects: A portion of Lot 5

9. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:  
Amount: \$1,155,000.00  
Dated: April 4, 2007  
Trustor: Mary Erickson Community Housing a Non Profit Corporation and Affordable Housing Clearinghouse  
Trustee: Riverside County Economic Development Agency  
Beneficiary: Redevelopment Agency for the County of Riverside  
Recorded: August 13, 2007 as Instrument Number 2007-0521587 of Official Records.
10. The matters contained in an instrument entitled First Amendment to the Agreement to Develop  
Dated: February 6, 2007  
By and Between:  
Redevelopment Agency for the County of Riverside; Mary Erickson Community Housing, a California 501(c)(3) nonprofit corporation and Affordable Housing Clearinghouse, a California 501(c)(3) nonprofit corporation upon the terms therein provided.  
Recorded: February 27, 2008 at Instrument Number 2008-0094453, of official records.
11. The matters contained in an instrument entitled Agreement Containing Covenants Affecting Real Property  
Dated: October 12, 2006  
By and Between:  
Redevelopment Agency for the County of Riverside, a public body, corporate and politic; Mary Erickson Community Housing, a California 501(c)(3) nonprofit corporation and Affordable Housing Clearinghouse, a California 501(c)(3) nonprofit corporation upon the terms therein provided.  
Recorded: February 27, 2008 at Instrument Number 2008-0094454, of official records.
12. The matters contained in an instrument entitled Agreement to Develop and Affordable Housing Clearinghouse for Infill Housing Program in Rubidoux  
Dated: October 17, 2006  
By and Between:  
Redevelopment Agency for the County of Riverside, a public body, corporate and politic; Mary Erickson Community Housing, a California 501(c)(3) nonprofit corporation and Affordable Housing Clearinghouse, a California 501(c)(3) nonprofit corporation upon the terms therein provided.  
Recorded: February 27, 2008 at Instrument Number 2008-0094455, of official records.
13. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company, or by inquiry of the parties in possession thereof.
14. An inspection of said land has been ordered; upon its completion we will advise you of our findings.
15. This Company will require the following documents in order to insure a conveyance or encumbrance by the corporation or unincorporated association named below:  
Corporation: Affordable Housing Clearinghouse  
(a) A copy of the corporation By-Laws or Articles.  
(b) An original or certified copy of the Resolution authorizing the subject transaction.  
(c) If the Articles or By-Laws require approval by a "parent" organization, we will also require a copy of those By-Laws or Articles.  
(d) If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002). The right is reserved to add requirements or additional items after completion of such review.
16. This Company will require the following documents in order to insure a conveyance or encumbrance by the corporation or unincorporated association named below:  
Corporation: Mary Erickson Community Housing  
(a) A copy of the corporation By-Laws or Articles.  
(b) An original or certified copy of the Resolution authorizing the subject transaction.  
(c) If the Articles or By-Laws require approval by a "parent" organization, we will also require a copy of those By-Laws or Articles.  
(d) If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002). The right is reserved to add requirements or additional items after completion of such review.

17. In order to complete this report, this Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.

18. There are NO conveyances affecting said land, recorded with the County Recorder within twenty-four (24) months of the date of this report.

**END OF SCHEDULE B**

# TITLE365

7095 Indiana Ave, Suite 120, Riverside, CA 92506  
Toll Free: (877)365-9365 | Direct: (951)616-2337 | Fax: (855)861-4197

Attn:

**Borrower: County of Riverside**

**Lenders Supplemental Report**

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance . This report discloses nothing, which would preclude the issuance of said American Land Title Association loan policy of title insurance with endorsement No. 100 attached thereto.
- B. The improvements on said land are designated as:  
Vacant Land (*Unknown*)  
Vacant, in the City of Jurupa Valley, County of Riverside, State of California.
- C. Pursuant to information provided to Title365 Company Inc. as of the date hereinabove, the proposed insured loan amount is \$0.00 with the proposed insured lender being .
- D. The only conveyance(s) affecting said land recorded with 24 months of the date of this report are as follows:  
NONE

# TITLE 365

7095 Indiana Ave, Suite 120, Riverside, CA 92506  
Toll Free: (877)365-9365 | Direct: (951)616-2337 | Fax: (855)861-4197

## Notes and Requirements Section

Note 1: On July 1, 1985, Assembly Bill 3132 became effective. Assembly Bill 3132 adds and repeals portions of Sections 480.3 and 480.4 of the Revenue and Taxation Code of the State of California.

The act requires the County Assessor and/or Recorder to make available a statutorily prescribed form entitled "Preliminary Change of Ownership Report". Said report must be completed by the buyer and filed concurrently with the recordation of the documents evidencing the change of ownership. Failure to present the Change of Ownership Report at the time of recordation will cause the County Recorder to charge an additional \$20.00 penalty recording fee. The fee cannot be charged if the transfer document is accompanied by the affidavit stating that the buyer/transferee is not a resident of the State of California. This report is for official use only and is not open to public inspection.

For further information, contact the Change of Ownership Section in the Assessor's Office located in the County of said property or the County Recorder's Office located in the County of said property.

Note 2: Attached are Privacy Policy Notices in compliance with the Gramm-Leach-Bliley Act (GLBA) effective July 1, 2001. Please review said Notices regarding personal information.

Note 3: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. This company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Note 4: The RESPA Rule to simplify and improve of obtaining mortgages and reduce consumer settlement cost includes a provision for average charges, allowing settlement service providers to establish an average recording fee. The average recording charge for all residential refinance transactions is \$93.00 and the average recording charge for all residential resale transactions with financing is \$89.00. The average charge is applied regardless of the number of documents recorded in the transaction, the number of pages in each document or the actual recording charges. If your transaction is not a residential loan or sale with a new loan, please contact your title provider for actual recording charges. These average recording charges are subject to change in the future without notice.

Note 5: Part of the RESPA Rule to simply and improve the process of obtaining mortgages and reduce consumer settlement costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows:

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Title365 Company Inc. retains 88% of the total premium and endorsements.

Line 1108 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Westcor Land Title Insurance Company retains 12% of the total premium and endorsements.

# TITLE365

7095 Indiana Ave, Suite 120, Riverside, CA 92506  
Toll Free: (877)365-9365 | Direct: (951)616-2337 | Fax: (855)861-4197

## Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent 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 the 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 such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on 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. If funds are to be deposited with **Title365 Company Inc.** by wire transfer, they should be wired to the following bank/account:

### Wiring Instructions for this Office

**Wire To:** City National Bank  
1801 West Olympic Blvd.  
Los Angeles, CA 90006-\_\_\_\_  
Attn: Wire Department

**ABA/Routing No.:** 122016066

**Bank Account:** 555035969

**Amount:** \$ \_\_\_\_\_

**Reference Order No.:** 510-1503914-50

**Attention:** Margo Sweet



# TITLE365

7095 Indiana Ave, Suite 120, Riverside, CA 92506  
Toll Free: (877)365-9365 | Direct: (951)616-2337 | Fax: (855)861-4197

## WIRE INSTRUCTIONS

For incoming wire transfers please use the following information for the transfer of funds to **Title365 Company Inc. - Inland Empire Sub-Escrow Trust- IE:**

**Wire To:** City National Bank  
1801 West Olympic Blvd.  
Los Angeles, CA 90006-\_\_\_\_  
Attn: Wire Department

**ABA/Routing No.:** 122016066

**Bank Account:** 555035969

**Amount:** \$ \_\_\_\_\_

**Reference Order No.:** 510-1503914-50

**Attention:** Margo Sweet

**PLEASE NOTE: OUR OFFICE DOES NOT ACCEPT ACH TRANSFERS, THESE INSTRUCTIONS ARE FOR THE PURPOSE OF SENDING WIRE TRANSFERS ONLY.**

**ALL INCOMING WIRE TRANSFERS MUST CONTAIN OUR ORDER NUMBER, PROPERTY ADDRESS OR PRINCIPAL'S NAME FOR IDENTIFICATION PURPOSES.**

Do not hesitate to contact the undersigned should you or your financial institution have any questions with regards to the information provided above.

Sincerely,  
Title365 Company Inc.

Margo Sweet  
Title Officer  
Margo.Sweet@title365.com  
(951)616-2337

## PRIVACY POLICY NOTICE

We are committed to safeguarding customer information;

When we request information from you or about you, it is for our own legitimate business purposes and not for the benefit of any unaffiliated party;

We use personal consumer information only for legitimate business purposes in a manner consistent with title insurance and escrow practices in compliance with applicable laws and regulations;

We will obey the laws governing the collection, use, and dissemination of personal data; and

We will endeavor to educate our employees on the responsible collection and use of personal information.

## PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act ("GLBA") generally requires a financial institution (which term includes title insurers, underwritten title companies and those providing real estate settlement services) to disclose to all its customers the privacy policies and practices with respect to information sharing of consumer nonpublic personal information with both affiliates and non-affiliated third parties. In compliance with GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Title365 Company Inc. This disclosure does not apply to business, commercial or agricultural transactions.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent, lender, surveyor or appraiser.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law. This includes, but is not limited to, financial service providers (e.g., banks, consumer finance lenders, securities and insurance companies, etc.), non-financial companies (e.g., settlement or fulfillment service providers, or title plant operated by a third party vendor).

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

**EXHIBIT A**  
Legal Description

The land hereinafter referred to is situated in the City of Jurupa Valley, County of Riverside, State of CA, and is described as follows:

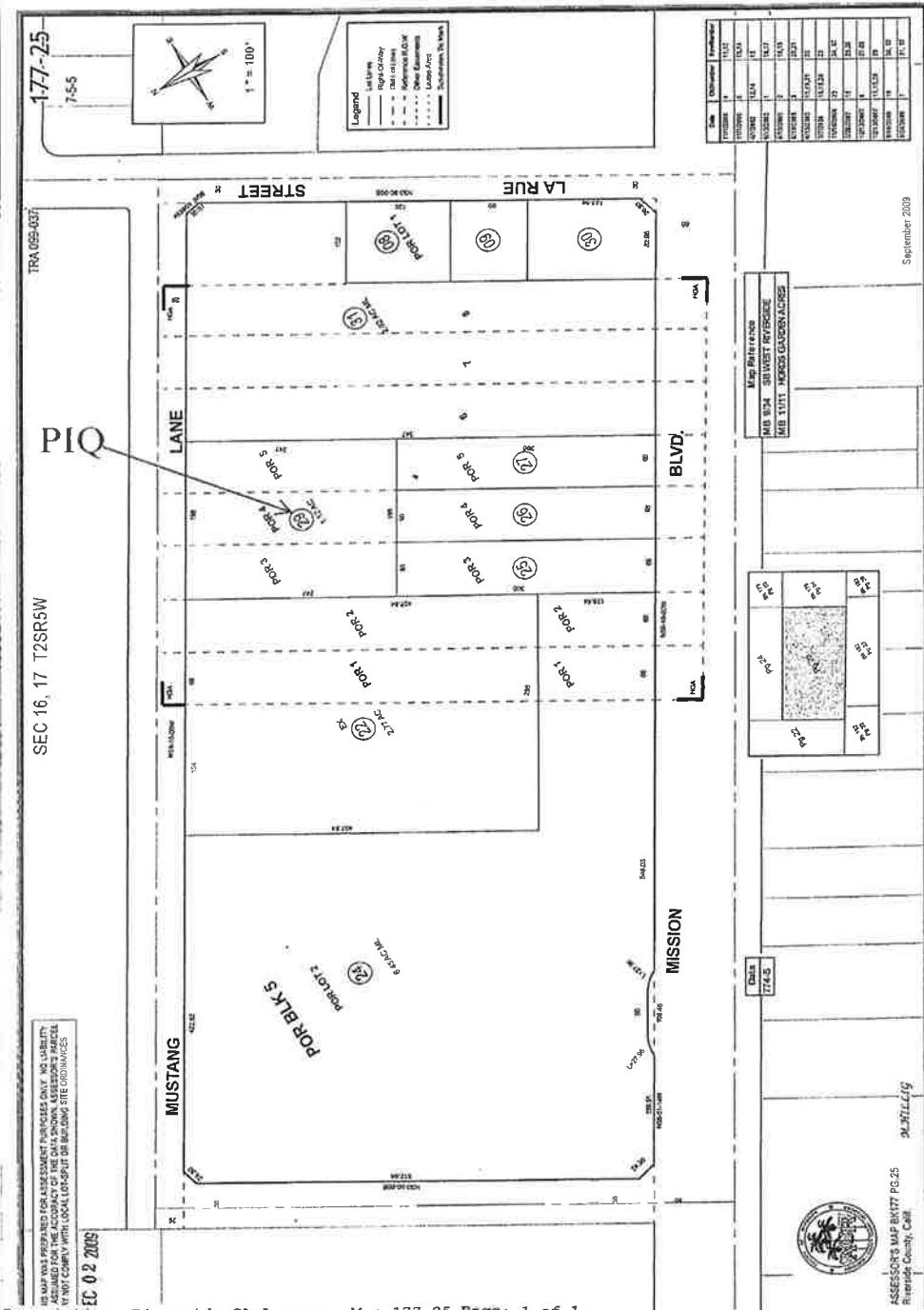
Parcel 1

Property "B" of that certain Lot Line Adjustment No. 4193, in the unincorporated territory of the County of Riverside, State of California, recorded as Document No. 2000-069289, Official Records of said Riverside County, together with a portion of Lot 5 of Hord's Garden Acres, in the unincorporated territory of said Riverside County, as shown on a map recorded in Book 11, Page 11 of Maps, in the Office of the County Recorder of said Riverside County, more particularly described as a whole as follows:

Beginning at the intersection of the most Southerly corner of said Property "B" and the Northwesterly boundary line of said Lot 5; thence leaving said Northwesterly boundary line, along the Southeasterly prolongation of the Southwesterly boundary line of said Property "B", South 59 degrees 10 minutes 00 seconds East 66.00 feet to a point on the Southeasterly boundary line of said Lot 5; thence leaving said Southeasterly prolongation and along said Southeasterly line, North 30 degrees 50 minutes 00 seconds East 247.00 feet to its intersection with the Southwesterly right-of-way line of Mustang Lane as described in the Deed recorded April 13, 1966 as Instrument No. 38775, Official Records of said Riverside County; thence leaving said Southeasterly line and along said Southwesterly right-of-way line, North 59 degrees 10 minutes 00 seconds West 198.00 feet to a point on the Northwesterly boundary line of said Property "B"; thence leaving said right-of-way Line and along said Northwesterly line, South 30 degrees 50 minutes 00 seconds West 247.00 feet to the Southwesterly boundary line of said Property "B"; thence leaving said Northwesterly line and along said Southwesterly line, South 59 degrees 10 minutes 00 seconds East 132.00 feet to the point of beginning.

Containing an Area of 1.123 acres (48,906 square feet)

APN: 177-250-029-1



Description: Riverside, CA Assessor Map 177.25 Page: 1 of 1  
 Order: 510-1503914-50 Comment:

This map is for your aid in locating the subject property with reference to streets and other parcels. While this map is believed to be correct, Title365 Company Inc.. and subsequent insurance companies, assume no liability for any loss occurred by reason of reliance thereon.

## EXHIBIT B (REVISED 11-17-06)

### 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:
- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - 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.
  - Defects, liens, encumbrances, adverse claims or other matters (a) whether or not recorded in the public records at Date of Policy, but known to 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.
  - 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.
  - 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.
  - 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:
- 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.
  - 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.
  - Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  - 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.
  - (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.
  - 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 (10/22/03) 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:
- Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning: a. building, b. zoning, c. Land use d. improvements on the Land, e. Land division, f. environmental protection. This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
  - The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
  - The right to take the Land by condemning it, unless: a. a notice of exercising the right appears in the Public Records at the Policy Date, or b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.
  - Risks: a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records, b. that are known to You at the Policy Date, but not to Us, unless they appear 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, d. 22, 23, 24 or 25.
  - Failure to pay value for Your Title.
  - 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 18.

### LIMITATIONS ON COVERED RISKS

- Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:  
• For Covered Risk 14, 15, 16 and 18, 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

### 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:
- 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.
  - 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.
  - 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.
  - Failure to pay value for your title.
  - 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.

### ALTA LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE 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:
- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or 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.
  - 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.
  - 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
  - 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 applicable doing business laws of the state in which the land is situated.
  - 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.
  - Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
  - Any claim, which arises out of the transaction creating the interest of the insured mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the interest of the insured mortgage being deemed a fraudulent conveyance or fraudulent transfer, or (ii) the subordination of the interest of the insured mortgage as a result of the application of the doctrine of equitable subordination, or (iii) the transaction creating the interest of the insured mortgage being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor. 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) which arise by reason of:
- 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.
  - 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.
  - Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  - 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.
  - (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.
  - Any lien or right to a lien for services, labor or material not shown by the public records.

### 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:
- (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.
  - Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  - 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 create

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 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 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 OWNER'S POLICY (10-17-92) 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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or 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.
- 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) 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 estate or interest insured by this policy.
- 4 Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer, or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor. 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) which 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 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 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 (10/13/01) 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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law
- 6 Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26
- 7 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 limit the coverage provided in Covered Risk 8
- 8 Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are known to the Insured at (a) The time of the advance, or (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8
- 9 The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy

For large print please view at [www.title365.com](http://www.title365.com) under menu option Resources.



## Notice of Privacy Policy

of

### **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

#### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

#### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

#### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

#### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

#### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

Prepared By:

Return To:  
County of Riverside

**OWNER'S AFFIDAVIT  
(INDIVIDUAL)**

**THIS IS AN AFFIDAVIT MADE UNDER OATH. THE MAKING OF A FALSE STATEMENT WILL SUBJECT THE  
AFFIANT TO SEVERE CRIMINAL PENALTIES.**

BEFORE ME, the undersigned authority, personally appeared Affiant, Mary Erickson Community Housing, who being by me first duly sworn on oath, disposes and says:

1. Affiant is the owner of the following described property:

Parcel 1

Property "B" of that certain Lot Line Adjustment No. 4193, in the unincorporated territory of the County of Riverside, State of California, recorded as Document No. 2000-069289, Official Records of said Riverside County, together with a portion of Lot 5 of Hord's Garden Acres, in the unincorporated territory of said Riverside County, as shown on a map recorded in Book 11, Page 11 of Maps, in the Office of the County Recorder of said Riverside County, more particularly described as a whole as follows:

Beginning at the intersection of the most Southerly corner or said Property "B" and the Northwesterly boundary line or said Lot 5; thence leaving said Northwesterly boundary line, along the Southeasterly prolongation of the Southwesterly boundary line of said Property "B", South 59 degrees 10 minutes 00 seconds East 66.00 feet to a point on the Southeasterly boundary line of said Lot 5; thence leaving said Southeasterly prolongation and along said Southeasterly line, North 30 degrees 50 minutes 00 seconds East 247.00 feet to its intersection with the Southwesterly right-of-way line of Mustang Lane as described in the Deed recorded April 13, 1966 as Instrument No. 38775, Official Records of said Riverside County; thence leaving said Southeasterly line and along said Southwesterly right-of-way line, North 59 degrees 10 minutes 00 seconds West 198.00 feet to a point on the Northwesterly boundary line or said Property "B"; thence leaving said right-of-way Line and along said Northwesterly line, South 30 degrees 50 minutes 00 seconds West 247.00 feet to the Southwesterly boundary line of said Property "B"; thence leaving said Northwesterly line and along said Southwesterly line, South 59 degrees 10 minutes 00 seconds East 132.00 feet to the point of beginning.

Containing an Area of 1.123 acres (48,906 square feet)

2. Affiant is in exclusive, full, complete and undisputed possession of the above described property and any personal property included therewith; there are no leases, options, claims, unpaid taxes, assessments or interests of any kind held thereon; title has not been transferred; and said property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description, except for real property taxes for the current year, and except as shown in Title Commitment Number **#510-1503914-50**.
3. There have been no improvements, alterations or repairs to the above described property for which costs thereof remain unpaid. There are no claims for labor, material or services furnished or performed for repairing or improving the same which remain unpaid; there are no mechanics', material men's or laborers' liens against the above described property; and no labor has been performed within the last 90 days which has not been paid in full in regards to said premises or personal property.

510-1503914-50



4. The personal property, if any, on said property or contained in the buildings thereon, which is to be sold with the property or premises, is free and clear of all liens, encumbrances, claims or demands whatsoever.
5. No judgments or decrees have been entered in any Court of this State or of the United States of America against Affiant which remain unsatisfied or unpaid; there exist no funds due to the Internal Revenue Service which remain unpaid which may result in a lien against the above described real property; and Affiant is not a non-resident alien for United States Income Tax purposes and Affiant's Federal Income Tax Payer I.D. number (SS#) is as shown below.
6. This Affidavit is made for the purpose of inducing **County of Riverside** to purchase the above described property, inducing to accept the mortgage loan being given to purchase the above described property and inducing **Westcor Land Title Insurance Company** to authorize **Title365 Company Inc.** (hereinafter "Policy Issuing Agent"), to issue **Westcor Land Title Insurance Company** Policies of Title Insurance insuring either the conveyance to the purchaser or the Lien of the mortgage or both.
7. Affiant agrees to indemnify and hold Policy Issuing Agent and **Westcor Land Title Insurance Company** harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which Policy Issuing Agent and **Westcor Land Title Insurance Company** shall sustain or become liable for under its policies of title insurance now to be issued on account of or in reliance upon any statements made herein, including but not limited to, any matters that may be recorded between the effective date of the Commitment referenced above and the time of the recording of the instruments described in said Commitment.
8. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of California for falsely swearing to statements in an instrument of this nature. Affiant affirms he has read the foregoing affidavit and fully understands the facts contained herein. For the purposes of this affidavit, the use of the word "he" is intended and understood to mean all persons executing this affidavit be it "he", "she" or "they", and singular shall include plural, when indicated.

Further, Affiants sayeth naught.

Mary Erickson Community Housing

SSN/TIN: \_\_\_\_\_

BY: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me,

\_\_\_\_\_, Notary Public,

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)

### Statement of Information (Confidential)

Note: This form is needed in order to eliminate judgments and liens against people with similar names

The street address of the property in this transaction is: (if none, leave blank)

Address \_\_\_\_\_ City \_\_\_\_\_

Occupied by:  Owner  Tenants  Lessee  Single Residence  Multiple Residence  Commercial  Vacant Land

Any construction/improvements in last 6 months?  Yes  No Is any portion of new loan to be used for improvements?  Yes  No

If yes, state nature of work done or contemplated \_\_\_\_\_

**Party 1** \_\_\_\_\_ **Party 2** \_\_\_\_\_

First Middle Last First Middle Last

Former last name(s), if any Former last name(s), if any

Birthplace Birth Date Birthplace Birth Date

Social Security No. Driver's License No. Social Security No. Driver's License No.

I  am single  am married  Have a domestic partner I  am single  am married  Have a domestic partner

Name of current spouse or domestic partner (if other than Party 2) Name of current spouse or domestic partner (if other than Party 1)

Name of former spouse/domestic partner (if none, write "none") Name of former spouse/domestic partner (if none, write "none")

#### Marriage or Domestic Partnership Between Parties 1 and 2

Are Parties 1 & 2: Married? \_\_\_\_\_ Domestic Partners? \_\_\_\_\_ Date of Marriage/Domestic Partnership: \_\_\_\_\_

#### Party 1 – Occupations for Last 10 Years

Present Occupation Firm Name Address No. of Years

Prior Occupation Firm Name Address No. of Years

#### Party 1 – Residences for Last 10 Years

Number and Street City and State From To

#### Party 2 – Occupations for Last 10 Years

Present Occupation Firm Name Address No. of Years

Prior Occupation Firm Name Address No. of Years

#### Party 2 – Residences for Last 10 Years

Number and Street City and State From To

Have any of the above parties owned or operated a business?  Yes  No If so, please list names \_\_\_\_\_

I have never been adjudged, bankrupt nor are there any unsatisfied judgments or other matters pending against me which might affect my title to this property, except as follows: \_\_\_\_\_

The undersigned declare under penalty of perjury that the above information is true and correct. (all parties must sign)

Date \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Email Address \_\_\_\_\_

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE  
(Make necessary corrections to the printed name and mailing address)

County of Riverside  
Vacant  
Jurupa Valley, CA 92506

ASSESSOR'S PARCEL NUMBER

177-250-029-1

SELLER/TRANSFEROR

Mary Erickson Community Housing

BUYER'S DAYTIME TELEPHONE NUMBER

( )

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

Vacant, Jurupa Valley, CA 92506

MAIL PROPERTY TAX INFORMATION TO (NAME)

County of Riverside

ADDRESS

Vacant

CITY

Jurupa Valley

STATE

CA

ZIP CODE

92506

MO

DAY

YEAR

YES  NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

**PART 1. TRANSFER INFORMATION**

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- \*C. This is a transfer:  between parent(s) and child(ren)  from grandparent(s) to grandchild(ren).
- \*D. This transfer is the result of a cotenant's death. Date of death \_\_\_\_\_
- \*E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county?  YES  NO
- \*F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county?  YES  NO
- G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: \_\_\_\_\_
- H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: \_\_\_\_\_
- J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
  - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of  the transferor, and/or  the transferor's spouse  registered domestic partner.
  - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
  - 3. to/from an irrevocable trust for the benefit of the  creator/grantor/trustor and/or  grantor's/trustor's spouse  grantor's/trustor's registered domestic partner.
- L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- \*O. This transfer is to the first purchaser of a new building containing an active solar energy system.

\* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**

**PART 2. OTHER TRANSFER INFORMATION**

*Check and complete as applicable.*

- A. Date of transfer, if other than recording date: \_\_\_\_\_
- B. Type of transfer:  
 Purchase     Foreclosure     Gift     Trade or exchange     Merger, stock, or partnership acquisition (Form BOE-100-B)  
 Contract of sale. Date of contract: \_\_\_\_\_     Inheritance. Date of death: \_\_\_\_\_  
 Sale/leaseback     Creation of a lease     Assignment of a lease     Termination of a lease. Date lease began: \_\_\_\_\_  
 Original term in years (including written options): \_\_\_\_\_ Remaining term in years (including written options): \_\_\_\_\_  
 Other. Please explain: \_\_\_\_\_
- C. Only a partial interest in the property was transferred.  YES  NO    If YES, indicate the percentage transferred: \_\_\_\_\_%

**PART 3. PURCHASE PRICE AND TERMS OF SALE**

*Check and complete as applicable.*

- A. Total purchase price. \$ \_\_\_\_\_
- B. Cash down payment or value of trade or exchange excluding closing costs    Amount \$ \_\_\_\_\_
- C. First deed of trust @ \_\_\_\_\_% interest for \_\_\_\_\_ years. Monthly payment \$ \_\_\_\_\_    Amount \$ \_\_\_\_\_  
 FHA (\_\_\_\_ Discount Points)     Cal-Vet     VA (\_\_\_\_ Discount Points)     Fixed rate     Variable rate  
 Bank/Savings & Loan/Credit Union     Loan carried by seller  
 Balloon payment \$ \_\_\_\_\_ Due date: \_\_\_\_\_
- D. Second deed of trust @ \_\_\_\_\_% interest for \_\_\_\_\_ years. Monthly payment \$ \_\_\_\_\_    Amount \$ \_\_\_\_\_  
 Fixed rate     Variable rate     Bank/Savings & Loan/Credit Union     Loan carried by seller  
 Balloon payment \$ \_\_\_\_\_ Due date: \_\_\_\_\_
- E. Was an Improvement Bond or other public financing assumed by the buyer?  YES  NO    Outstanding balance \$ \_\_\_\_\_
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price    \$ \_\_\_\_\_
- G. The property was purchased:  Through real estate broker. Broker name: \_\_\_\_\_ Phone number: (\_\_\_\_) \_\_\_\_\_  
 Direct from seller     From a family member-Relationship \_\_\_\_\_  
 Other. Please explain: \_\_\_\_\_
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.  
 \_\_\_\_\_

**PART 4. PROPERTY INFORMATION**

*Check and complete as applicable.*

- A. Type of property transferred  
 Single-family residence     Co-op/Own-your-own     Manufactured home  
 Multiple-family residence. Number of units: \_\_\_\_\_     Condominium     Unimproved lot  
 Other. Description: (i.e., timber, mineral, water rights, etc.)     Timeshare     Commercial/Industrial
- B.  YES  NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.  
 If YES, enter the value of the personal/business property: \$ \_\_\_\_\_ Incentives \$ \_\_\_\_\_
- C.  YES  NO A manufactured home is included in the purchase price.  
 If YES, enter the value attributed to the manufactured home: \$ \_\_\_\_\_  
 YES  NO The manufactured home is subject to local property tax. If NO, enter decal number: \_\_\_\_\_
- D.  YES  NO The property produces rental or other income.  
 If YES, the income is from:  Lease/rent     Contract     Mineral rights     Other: \_\_\_\_\_
- E. The condition of the property at the time of sale was:  Good     Average     Fair     Poor  
 Please describe: \_\_\_\_\_

**CERTIFICATION**

*I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.*

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	E-MAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. -- --
Property Address: \_\_\_\_\_

I declare that the documentary transfer tax for this transaction is: \$ \_\_\_\_\_.

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 11 and 12 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".

- 1. Section 11921. The conveyance was given to secure a debt.
2. Section 11922. The conveyance is to a governmental entity or political subdivision.
3. Section 11923. The conveyance is under a reorganization or adjustment plan.
4. Section 11924. The conveyance is under order of the Securities and Exchange Commission.
5. Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
6. Section 11926. The conveyance is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
7. Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
8. Section 11928. The conveyance is by a governmental entity with an agreement by purchaser to reconvey.
9. Section 11929. The conveyance is by a governmental entity to an authorized nonprofit corporation.
10. Section 11930. The conveyance is an inter vivos gift\* or a transfer by death.
11. Section 8. The easement is not perpetual, permanent, or for life.
12. Section 9. The document is a lease for a term of less than (35) years (including written options).
13. Other (Include explanation and authority) \_\_\_\_\_

\*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ City \_\_\_\_\_ State

Signature of Affiant \_\_\_\_\_

Printed Name of Affiant \_\_\_\_\_

Name of Firm (if applicable) \_\_\_\_\_

Address of Affiant (including City, State, and Zip Code) \_\_\_\_\_

Telephone Number of Affiant (including area code) \_\_\_\_\_

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

## Exhibit D

### Authority's Deposit

Escrow fees	\$	5,656.00
Ad valorem taxes and any other taxes, assessments or impositions of any kind, if any, attributable to Developer's ownership of the Property prior to conveyance of the Property	\$	11,344.00
Sub-Total deposit	\$	17,000.00
Additional deposit	\$	0.00
<b>Total deposit</b>	<b>\$</b>	<b>17,000.00</b>