

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

757A



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
November 17, 2010

SUBJECT: Acquisition Agreement for the Michigan Avenue and Main Street Traffic Signalization Project


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Assessor's Parcel Number 255-031-015, and authorize the Chairman of the Board to execute this agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction;
3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2010/11 Real Property budget as outlined on Schedule A; and

(Continued)



Juan C. Perez, Director
Transportation Department



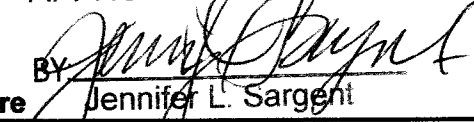
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 210,150	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Measure A Fund (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

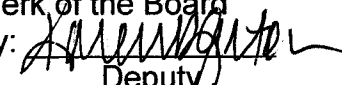
BY 
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 30, 2010
xc: EDA, Transp., Auditor, EO

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.: 3.71 of 8/10/10

District: 5

Agenda Number: **3.37**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: Samuel Wong 11/17/10
 SAMUEL WONG
 DATE: 10-28-10
 CONCURRENT: Cynthia M. Gunzel
 COUNTY COUNSEL: Cynthia M. Gunzel

Policy
 Consent
 Policy
 Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the sum of \$170,000 as a full settlement to purchase Assessor's Parcel Number 255-031-015, \$14,700 to pay all related transaction costs, and \$25,450 for relocation costs moving costs, incidental expenses, and a purchase price differential.

BACKGROUND:

The County of Riverside Transportation Department is preparing to improve the south half of the intersection of Main Street and Michigan Avenue in the Highgrove area. The proposed project consists of road widening, installation, and construction of traffic signals at Main Street and Michigan Avenue.

The Economic Development Agency (EDA) has negotiated the acquisition of Assessor's Parcel Number 255-031-015 for the purchase price of \$170,000 from Terrance Devries. There are \$14,700 in costs associated with this transaction.

EDA contracted with Epic Land Solutions, Inc., (EPIC) relocation consultants to prepare a Replacement Housing Plan and Relocation Plan. EPIC has estimated the relocation benefits to be approximately \$25,450 (which includes a purchase price differential, moving and incidental expenses).

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the purchase and relocation benefits to Assessor's Parcel Number 255-031-015.

Acquisition Purchase Price:	\$170,000
Estimated Title and Escrow Charges:	\$ 2,000
Preliminary Title Report:	\$ 500
Appraisal:	\$ 1,700
Relocation Consultant Fee	\$ 7,500
Estimated Relocation Costs, moving, incidentals, purchase price differential, and Relocation Consultant Fees:	\$ 25,450
Administration Costs:	\$ 3,000
Total Estimated Costs:	\$210,150

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition and relocation are fully funded in the Transportation Department's budget for FY 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

Schedule A attached.

SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-777520	Reimb. For Service	\$ 9,700
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 500
47220-7200400000-524550	Appraisal Services	\$ 1,700
47220-7200400000-523360	Maint-Tenant Relocation	\$ 7,500

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PROJECT: MICHIGAN AVENUE AND MAIN STREET
SIGNALIZATION PROJECT
APN: 255-031-015

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and TERRANCE ROY DEVRIES, herein called "Grantor".

Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent for the County or to the designated escrow company, a Grant Deed dated _____, identifying Assessor's Parcel Number 255-031-015, and described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of One Hundred Seventy Thousand Dollars (\$170,000) for the property, a fee simple interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or

1 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
2 regulations adopted in publications promulgated pursuant to said laws.

3 B. Be obligated hereunder to include without limitation, and whether
4 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
5 detoxification, or decontamination of the parcel, and the preparation and implementation of any
6 closure, remedial action, or other required plans in connection therewith, and such obligation
7 shall continue until the parcel has been rendered in compliance with applicable federal, state,
8 and local laws, statutes, ordinances, regulations, and rules.

9 3. Any and all moneys payable under this contract, and not demanded by
10 the beneficiary under the first or second Deed of Trust herein above referred to, up to and
11 including the total amount of the unpaid principal and interest on the note secured by **Deed of
12 Trust recorded June 4, 2007, as Instrument No. 2007-036565**, Official Records of Riverside
13 County, shall, upon demand be made payable to the beneficiary entitled thereunder; said
14 beneficiary to furnish Grantor with good and sufficient receipt showing said moneys credited
15 against the indebtedness secured by said Deed of Trust.

16 Grantor hereby authorizes and directs the disbursement of funds which
17 are demanded under the terms of said Deed of Trust.

18 4. Grantor hereby agrees and consents to the dismissal of any
19 condemnation action which has been or may commenced by County in the Superior Court of
20 Riverside County to condemn said land, and waives any and all claim to money that has been
21 or may be deposited in court in such case or to damages by reason of the filing of such action.

22 5. It is mutually understood and agreed by and between the parties hereto
23 that the right of possession and use of the subject property by County, including the right to
24 remove and dispose of improvements, shall commence upon the execution of this agreement
25 by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment
for such possession and use.

6. The performance by the County of its obligations under this agreement
shall relieve the County of any and all further obligations or claims on account of the
acquisition of the property referred to herein or on account of the location, grade, or
construction of the proposed public improvement.

7. This agreement shall not be changed, modified, or amended except
upon the written consent of the parties hereto.

8. This agreement is the result of negotiations between the parties and is
intended by the parties to be a final expression of their understanding with respect to the
matters herein contained. This agreement supersedes any and all other prior agreements and
December 20, 2002, as Instrument No. 2002-767096, Official Records of Riverside County,
shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary
to provide a partial reconveyance as Assessor's Parcel Number 466-050-012, and to furnish
Grantor with good and sufficient receipt showing said moneys credited against the
understandings, oral or written, in connection therewith. No provision contained herein shall
be construed against the County solely because it prepared this agreement in its executed
form.

1 9. Grantor, his assigns and successors in interest, shall be bound by all the
2 terms and conditions contained in this agreement, and all the parties thereto shall be jointly
3 and severally liable thereunder.


4
5 Dated: _____

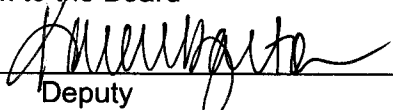
GRANTOR: Terrance Roy Devries

6 By: 
7 Terrance Roy Devries

8
9 **COUNTY OF RIVERSIDE**

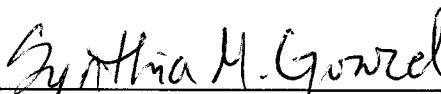
10 **ATTEST:**
11 Kecia Harper-Ihem
12 Clerk to the Board

By: 
Marion Ashley, Chairman
Board of Supervisors

13 By: 
14 Deputy

15 **APPROVED AS TO FORM:**

16 Pamela J. Walls
17 County Counsel

By: 
18 Synthia M. Gunzel
19 Deputy County Counsel

20 LGH:ra
21 9/14/10
22 304TR
23 13.660

EXHIBIT "A"

Legal Description:

The Easterly 165 feet of the Northerly 80 feet of Lot 5 of M. M. Kendals Sub-division as per map recorded in Book 8, Page 40 Records of San Bernardino, California.

Excepting therefrom the Easterly 15 feet thereof as measured from the center line of Michigan Avenue.

Assessor's Parcel Number: 255-031-015

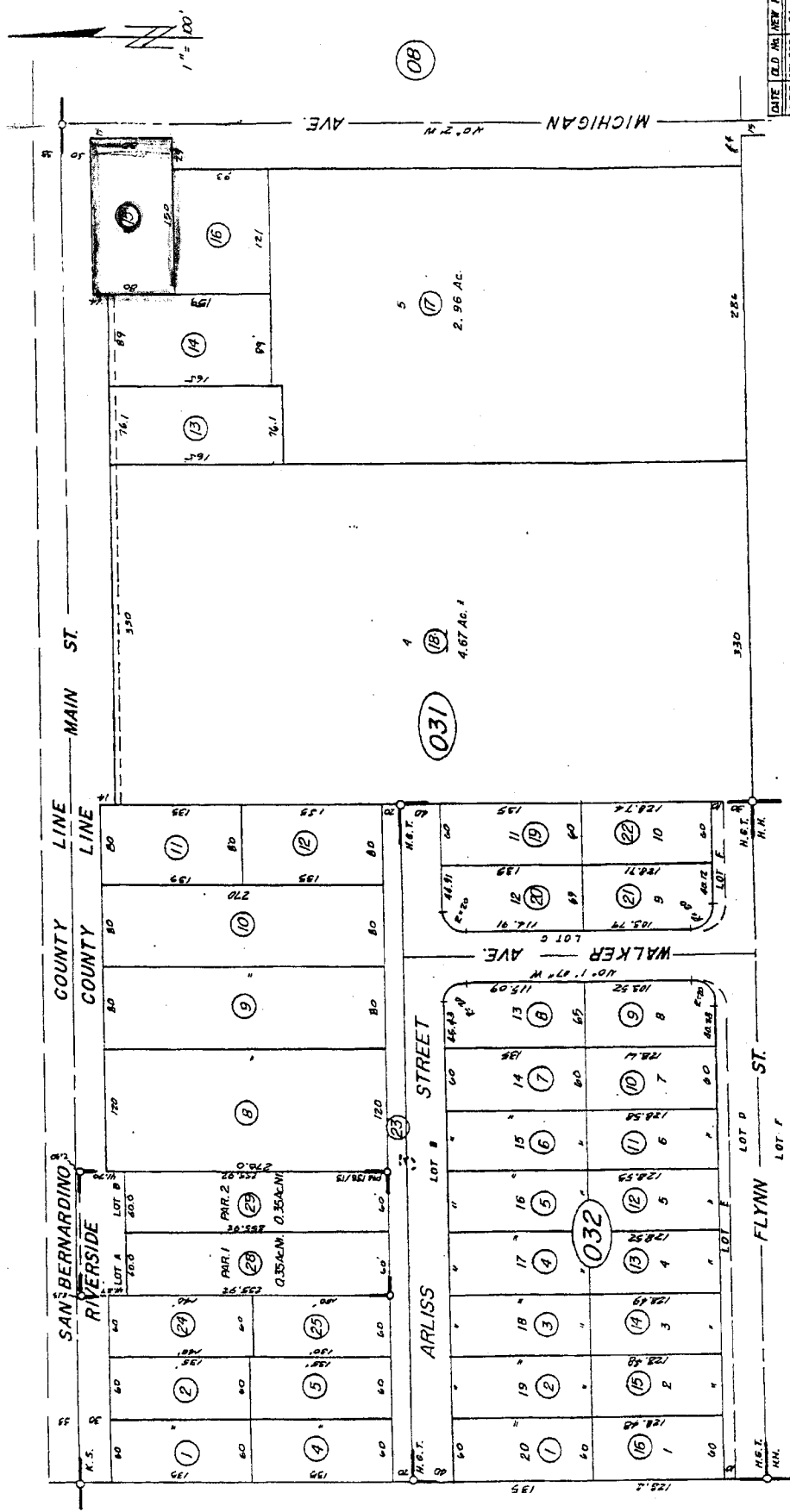
See Exhibit "B", attached hereto and made a part thereof.

255-03

TRA. 8801

FOR N 1/2 SEC 8, T2S R4W.

EXHIBIT "B"



DATE	OLD NO.	NEW NO.
2/77	031-003	24
2/77	031-004	25
2/73	031-07	26, 27
7/76	031-07	26, 27

MB. 840 SB. Kendalls Subdivision
 M.B. 29/26 Highgrove Gardens Tract
 P.M. 136/13-14 Parcel Map 19880

JAN 6 11:24
 NOV 1973

DATA: A.S. 8/89,
 4444: 90/03 7/85,
 46298 7/87,
 113898 11/86

ASSESSOR'S MAP BK. 255 PG. 03
 RIVERSIDE, CALIF.


**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY**



MEMORANDUM

DATE: September 26, 2011

TO: Sandy Schlemmer, Senior Board Assistant
Clerk of the Board

FROM: Sue Anna Schatz, Real Property Coordinator
Economic Development Agency
Real Estate Division 

RE: Original Documents for: Devries
Item No.: 3.37
Agenda Date November 30, 2010

For your records are the original documents for the above mentioned Item No. If you have any questions you can notify me by e-mail sschatz@rc-facilities.org or (951) 955-4817. Thank you

SS:
Attachment: Recorded Grant Deed
Title Policy

cc: File Copy- 304TR/14534

10-11-11 10:55:53 AM

2011-9-109711

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 SEP 27 AM 11:01

DOC # 2010-0626575

12/30/2010 01:04P Fee:NC

Page 1 of 6

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recorded at request of and return to:
Economic Development Agency
Real Estate Division
On behalf of Transportation Department
3403 10th Street, Suite 500
Riverside, California 92501

1129515-32

FREE RECORDING

This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.

(Govt. Code 6103)

13.659\09182010\304TR\LGH

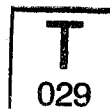
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PROJECT: MICHIGAN AVENUE AND MAIN STREET
SIGNAL PROJECT

APN: 255-031-015

040

GRANT DEED



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TERRANCE ROY DEVRIES

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision, the real property
in the County of Riverside, State of California, described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

PROJECT: MICHIGAN AVENUE AND MAIN STREET SIGNALIZATION PROJECT
APN: 255-031-015

Dated: 10-2-2010

GRANTOR:

By: Terrance Roy Devries
Terrance Roy Devries

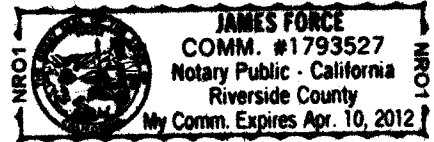
State of California)
County of Riverside) ss

On OCTOBER 2, 2010, before me, James Force, Notary, Public Notary Public personally appeared Terrance Roy Devries proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 James Force



[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 12/21/10 By: Lisa Brandl

Lisa Brandl, Managing Director for
Robert Field
Assistant County Executive Officer/EDA

NOTARY PUBLIC
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
My Comm. Expires 01/15/10





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

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

<http://riverside.asrclkrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: JAMES FORCE

Commission #: 1793527

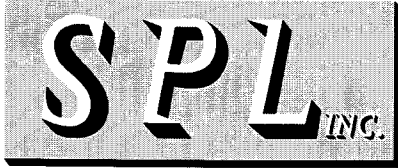
Place of Execution: RIVERSIDE COUNTY
STATE OF CALIFORNIA

Date Commission Expires: April 10, 2012

Date: December 2, 2010

Signature: James Force

Print Name: JAMES FORCE



Government Code 27361.7

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

Terrence Roy Devries
James Force, Notary Public

Place of Execution : **Riverside**

SPL, Inc. as agent

J. Fitch
Signature

Date: *12, 30, 10*

EXHIBIT "A"

Legal Description:

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Excepting therefrom the Easterly 15 feet thereof as measured from the center line of Michigan Avenue.

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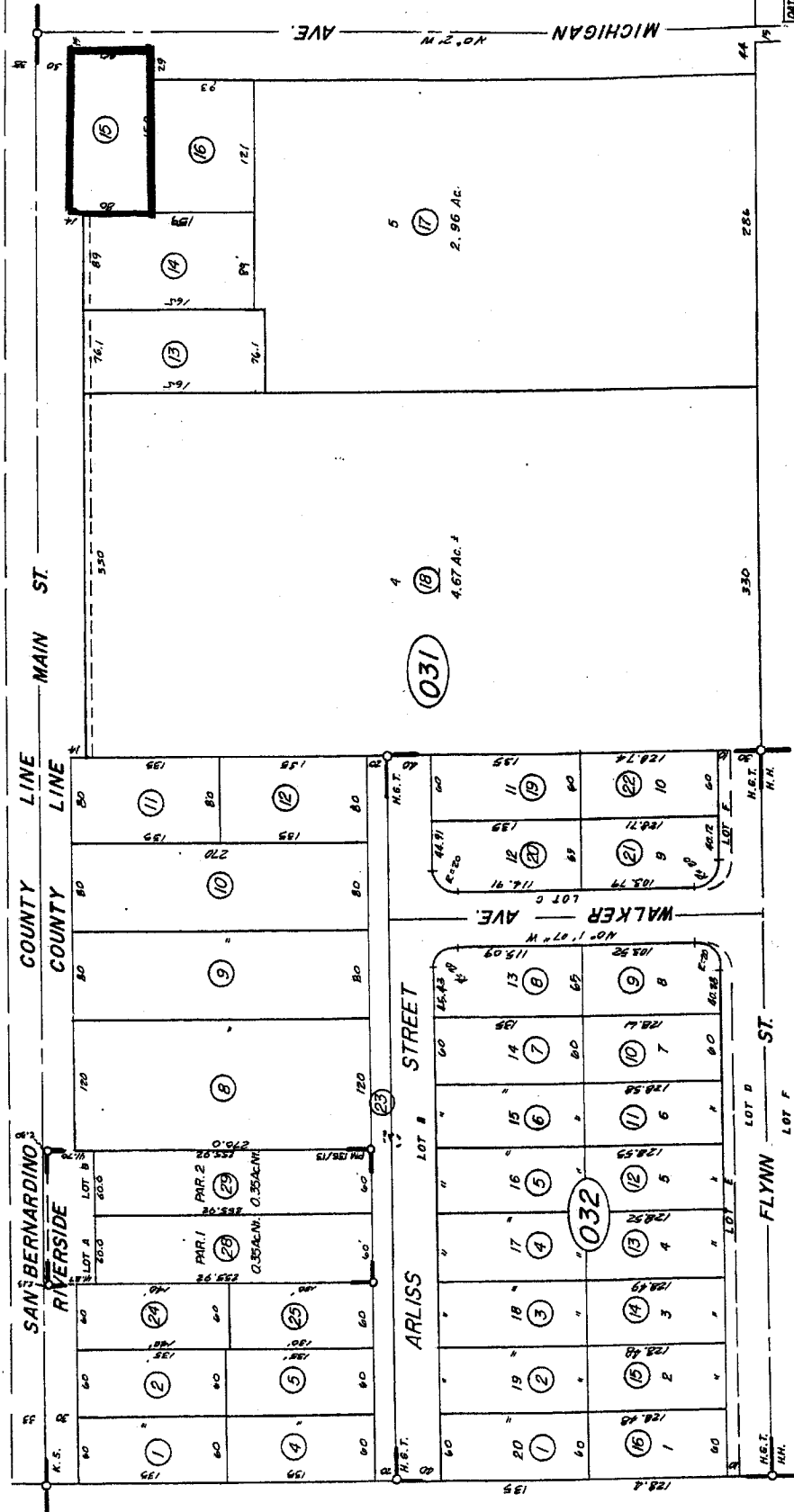
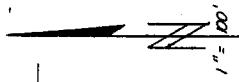
See Exhibit "B", attached hereto and made a part thereof.

EXHIBIT "B"

TRA. 8801

255-03

FOR N 1/2 SEC. 8, T.2S. R.4W.



DATE	OLD MAP	NEW MAP
8/77	200-003	84
8/77	200-004	25
8/83	203-07	26, 27
7/86	200-003/27	28, 29

M.B. 840 S.B. Kendall's Subdivision
M.B. 29/26 Highgrove Gardens Tract
P.M. 136/13-14 Parcel Map 19880

JUN 6 1974
NOV 1973

05

031

03

032

DATA: A.S. 8/79
88005 7/85,
88006 11/86,
118888 11/86

ASSESSOR'S MAP BK. 255 PG. 03
RIVERSIDE CALIF.

POLICY OF TITLE INSURANCE ISSUED BY



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

Countersigned by:

John L. Marcom
Authorized Signature
Orange Coast Title Company
Company
Ontario, CA
City, State



Stewart Morris Jr.
Senior Chairman of the Board
Malcolm S. Morris
Chairman of the Board
Nehal Stalks
President

Serial Number **O-2228-000405426**

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or 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) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or 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.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes
 - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
 - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
 - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any

right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty

made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A:

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all

appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to other unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and

convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as

insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not

be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

CLTA Standard Policy

Schedule A

Liability: \$ 170,000.00

Premium: \$674.00

Order No.: 140-1129515-32

Policy: O-2228-000405426

Loan No.: 255-031-015

Date of Policy: December 30, 2010 ✓

Time: 8:00 A.M.

1. Name of insured:

County of Riverside ✓

2. The estate or Interest in the Land Described in Schedule "A" and which is covered by this policy is:

A fee. ✓

3. The estate or interest referred to herein, is at date of policy vested in:

County of Riverside, a political subdivision ✓

CLTA Standard Policy

Schedule A (continued)

4. The land referred to in this report is situated in the state of California county of Riverside and is described as follows:

The Easterly 165 feet of the Northerly 80 feet of Lot 5 of M. M. Kendals Sub-division as per map recorded in Book 8, Page 40 Records of San Bernardino, California.

Excepting therefrom the Easterly 15 feet thereof as measured from the center line of Michigan Avenue.

Assessor's Parcel Number(s): 255-031-015

CLTA Standard Policy

Schedule B – Part I

Exceptions From Coverage

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easement, claims of easement or encumbrances, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage of area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims or title to water.
6. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

CLTA Standard Policy

Schedule B - Part II

- 1 The fact that said land is within the boundaries of the Highgrove Sub-Area redevelopment area, as disclosed by an instrument recorded December 18, 1998 as Instrument No. 98-549221, Official Records.

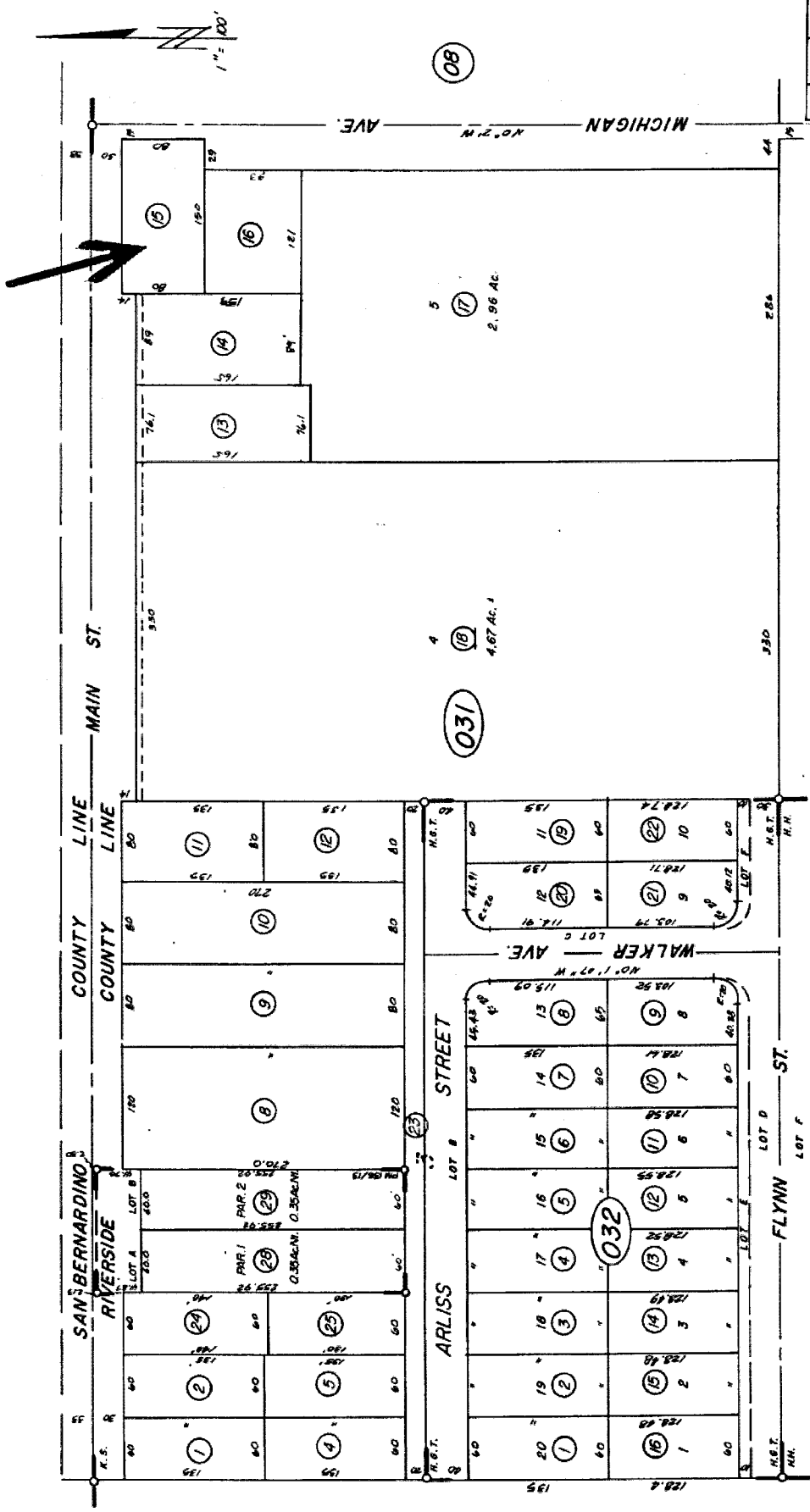
End of Exceptions

/RG

12-30
255-03

TRA. 8801

FOR N 1/2 SEC. 8, T.2S. R.4W.



DATE	OLD NO.	NEW NO.
2/77	032-003	24
5/77	034-004	28
6/83	031-027	25, 27
7/88	032-003/031-027	

MB 840 SB Kendall's Subdivision
 M.B. 29/26 Highgrove Gardens Tract
 P.M. 136/13-14 Parcel Map 19880

JAN 6 1988
 NOV 1973

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

DATA: S.S. B/W/S
 PLAN: MARS T/85,
 82288 T/87,
 112888 N/86

ASSESSOR'S MAP BK. 255 PG. 03
 RIVERSIDE CALIF.