

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

931A



**FROM:** Economic Development Agency and Transportation Department

**SUBMITTAL DATE:**

November 23, 2010

**SUBJECT:** Acquisition Agreement for the Clinton Keith Road Extension Project

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

1. Approve the attached Acquisition Agreement for Parcel 0472-003H within a portion of Assessor's Parcel Number 900-030-025 and authorize the Chairman of the Board to execute this document on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions to complete this transaction;

(Continued)

Juan C. Perez, Director  
Transportation Department

Robert Field  
Assistant County Executive Officer/EDA

**FINANCIAL  
DATA**

Current F.Y. Total Cost:	\$ 2,891	In Current Year Budget:	Yes
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:** Developer Contributions 10% and Transportation  
Uniform Mitigation Fee 90%

**Positions To Be  
Deleted Per A-30** ☐

**Requires 4/5 Vote** ☒

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

BY:

**County Executive Office Signature** Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit 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: December 14, 2010  
xc: EDA, Transp., Auditor(2), E.O.

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**Prev. Agn. Ref.:** 3.37 7/15/08; 3.21 3/18/08; 9.6 4/22/08 **District:** 3

**Agenda Number:** 3.32

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2010/11 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$1,641 to purchase Parcel 0472-003H within a portion of Assessor's Parcel Number 900-030-025 and \$1,250 to pay all related transaction costs.

**BACKGROUND:**

Clinton Keith Road is proposed to be constructed as a six-lane urban arterial between Antelope Road and State Route 79 in western Riverside County, in accordance with County General Plan Amendment (CGPA) 409, adopted December 19, 2000. The length of the proposed project, including the existing alignment and the extension of the alignment, is approximately 3.4 miles (5.5 kilometers).

The Clinton Keith Road Extension Supplemental Environmental Impact Report No. 398 was approved by the Board of Supervisors on February 7, 2006.

On July 15, 2008, the Board of Supervisors approved Item 3.37 approving the acquisition of the fee simple, permanent slope easement, drainage easement, and temporary construction easement for a portion of Assessor's Parcel Number 900-030-025, for the purpose of constructing the Clinton Keith Road Extension Project.

After July 15, 2008, it was determined that an additional property right in the form of a fee simple interest was also needed. The change of size is described below.

Fee Simple	0472-003H	0 SF	1,094 SF	+1,094 SF
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The Economic Development Agency (EDA) has negotiated the new acquisition of the additional fee simple interest affecting the portion of Assessor's Parcel Number 900-030-025 from Calvary Chapel of Murrieta for a purchase price of \$1,641. There are transaction costs of \$1,250 associated with this new acquisition. Calvary Chapel received compensation for the interests acquired in the July 2008 item through escrow.

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 acquisition of a portion of Assessor's Parcel Number 900-030-025:

Acquisition:	\$1,641
Estimated Title and Escrow Charges:	\$ 500
Preliminary Title Report:	\$ 250
Acquisition Administration:	\$ 500
Total Estimated Acquisition Costs:	\$2,891

While EDA will cover the cost for the due diligence service (Preliminary Title Report) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for this cost. 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 are fully funded in the FY 2010/2011 Transportation Department's budget. Thus, no net county cost will be incurred as a result of this transaction.

**Attachments:**

- Schedule A

## **SCHEDULE A**

### **Increase Estimated Revenues:**

47220-7200400000-778280	Interfund-Reimb for Service	\$250
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### **Increase Appropriations:**

47220-7200400000-525400	Title Company Services	\$250
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PROJECT: Clinton Keith Road Extension  
PARCEL(S): 0472-003H  
APN: 900-030-025 (Portion)

#### ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and CALVARY CHAPEL OF MURRIETA, A CALIFORNIA CORPORATION, herein called "Grantor".

Grantor has executed and will deliver to Stephi A. Villanueva, Senior Real Property Agent for the County or to the designated escrow company, a Grant Deed dated \_\_\_\_\_, identifying a portion of Assessor's Parcel Number 900-030-025 referenced as Parcel 0472-003H 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 Thousand Six Hundred Forty One Dollars (\$1,641) for the property, or interest therein, conveyed by said deeds, 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 from 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. Represent that, to the best of Grantor's current knowledge and belief, no hazardous substances or other potential soil or water contaminants have been dumped, buried, leaked, disposed of, or otherwise released into, upon, or under the Property such as would require remediation by any public agency under current law or guidelines. Grantor further represents that to Grantor's current knowledge Grantor has not, and Grantor has no current knowledge that any prior owner or tenant has, violated any law, regulation, or ordinance relating to the use, storage, or disposal of toxic or hazardous substances at the Property.

///

1 B. To the best of Grantor's knowledge, the value stated in Paragraph 1A.  
2 above, assumes the real property referred to herein is available for immediate use without  
extraordinary development costs resulting from subsurface conditions known to Grantor.

3 C. In the event any soil and/or water contamination is discovered on the  
4 Property, before the close of escrow, then either party may, in its sole, absolute and unfettered  
discretion, elect to terminate the Agreement immediately or fully remedy the situation at its sole  
5 cost.

6 D. ~~Agree as part of the consideration herein that Grantor will not, during any~~  
occupancy from the Effective Date of this Agreement to the date the Grant Deed as delivered  
7 to the County, use, generate, manufacture, store, dump, bury, leak or dispose of on or  
immediately adjacent to the Property any flammable, explosive or radioactive material toxic  
8 substances, hazardous waste, hazardous material, hazardous substance, or the equivalent, as  
those terms may now or in the future be defined by common practice or by any federal, state or  
9 local statute, ordinance or regulation or any governmental body or agency (hereinafter  
"Hazardous Substances"). In such event, Grantor will, at its sole expense, remove, cleanup or  
10 otherwise mitigate such problem and will further release and indemnify, defend, protect, and  
hold County, its officers, employees, agents, successors, and assigns free and harmless from  
11 and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including  
without limitation, attorney's fees, whatsoever, arising from or caused in whole or in part,  
12 directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of  
hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use,  
13 storage or generation of such materials or substances or (b) Grantor's failure to comply with  
any federal, state, or local laws relating to such Hazardous Substances.

14 3. Any and all moneys payable under this contract, up to and including the total  
amount of unpaid principal and interest on the note secured by Deed of Trust recorded May 12,  
15 2005, as Instrument No. 376139, Official Records of Riverside County, shall, upon demand, be  
made payable to the beneficiary entitled thereunder; said beneficiary to provide a  
16 reconveyance as the portion of Assessor's Parcel Number 900-030-025, and to furnish Grantor  
with good and sufficient receipt showing said moneys credited against the indebtedness  
17 secured by said Deed of Trust.

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

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

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

25 ///  
///

County

County

1           6. County shall indemnify, defend and hold Grantor, its agents, representatives,  
2 directors, officers, and employees harmless from and against any actions, claims, damages to  
3 persons or property, obligations or liabilities that may be asserted or claimed by any person or  
4 entity in connection with any of the rights granted to County under the Grant Deed dated  
5 \_\_\_\_\_, identifying a portion of Assessor's Parcel Number 900-030-025  
6 referenced as Parcel 0472-003H and described on Exhibits "A" and "B" attached hereto and made  
7 a part hereof; arising out of any negligent act or omission of County or any officer, employee,  
8 agent, representative, or contractor of County.

9           ~~Subject to County's indemnity obligations in favor of Grantor as set forth in the~~  
10 ~~Grant Deed, described above the performance by the County of its obligations under this~~  
11 ~~Agreement and that Grant Deed shall relieve the County of any and all further obligations to or~~  
12 ~~claims by Grantor on account of the following: (a) the compensation paid by County to Grantor for~~  
13 ~~the rights acquired pursuant to this Agreement; (b) any damages or compensation to which~~  
14 ~~Grantor might be entitled under the eminent domain laws of the State of California; and (c) the~~  
15 ~~effect of the location, grade or construction of the County's proposed improvement upon the value~~  
16 ~~or use of Grantor's larger parcel of which the property interests acquired by the County are a part.~~

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

19           8. This agreement is the result of negotiations between the parties and is intended  
20 by the parties to be a final expression of their understanding with respect to the matters herein  
21 contained. This agreement supersedes any and all other prior agreements and  
22 understandings, oral or written, in connection therewith. No provision contained herein shall be  
23 construed against the County solely because it prepared this agreement in its executed form.

24       ///  
25       ///  
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County

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

4 Dated: 9/29/10

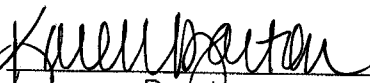
GRANTOR:

Calvary Chapel of Murrieta, a California  
corporation


6 By:   
7 Dan Effinger, Vice President

8 ATTEST:

9 Kecia Harper-Ihem  
10 Clerk of the Board

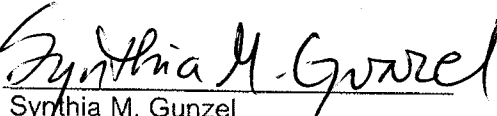
11 By:   
12 Deputy

COUNTY OF RIVERSIDE

13 By:   
14 Marion Ashley, Chairman  
15 Board of Supervisors

16 APPROVED AS TO FORM:

17 Pamela J. Walls  
18 County Counsel

19 By:   
20 Cynthia M. Gunzel  
21 Deputy County Counsel

22 SV:jw  
23 02/17/10  
24 220TR  
25 13.185



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 0472-003H**

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 2, SAID ONE-QUARTER CORNER BEING THE CENTERLINE INTERSECTION OF MEADOWLARK LANE (30.00 FOOT EASTERLY HALF-WIDTH) AND CLINTON KEITH ROAD (55.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN BY PARCEL MAP NUMBER 15,203, ON FILE IN BOOK 80, PAGES 99 AND 100 OF PARCEL MAPS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE S 89°42'13" E ALONG THE NORTHERLY LINE OF SAID SECTION 2, ALSO BEING THE CENTERLINE OF CLINTON KEITH ROAD, A DISTANCE OF 56.99 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED SEPTEMBER 3, 2008, AS INSTRUMENT NUMBER 2008-0483381, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 00°16'36" W, ALONG THE WESTERLY LINE OF SAID INSTRUMENT NUMBER 2008-0483381, A DISTANCE OF 55.00 FEET TO AN ANGLE POINT THEREIN;

THENCE S 46°29'19" W, CONTINUING ALONG SAID WESTERLY, A DISTANCE OF 9.68 FEET TO AN ANGLE POINT THEREIN, SAID ANGLE POINT BEING THE BEGINNING OF A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2, SAID ANGLE POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°16'36" W, CONTINUING ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 2008-0483381 AND SAID PARALLEL LINE, A DISTANCE OF 72.50 FEET TO THE MOST WESTERLY CORNER OF SAID INSTRUMENT NUMBER 2008-0483381;

THENCE N 89°43'24" W, A DISTANCE OF 17.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED AS, "PARCEL B", TO THE CITY OF MURRIETA FOR PUBLIC ROAD AND DRAINAGE PURPOSES BY EASEMENT RECORDED FEBRUARY 16, 1993, AS INSTRUMENT NUMBER 57937, RECORDS OF SAID RECORDER;

THENCE N 00°16'36" E, ALONG SAID EASTERLY LINE OF INSTRUMENT NUMBER 57937, A DISTANCE OF 56.20 FEET TO AN ANGLE POINT THEREIN;

THENCE N 46°29'19" E, CONTINUING ALONG SAID EASTERLY LINE OF INSTRUMENT NUMBER 57937, A DISTANCE OF 23.55 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,094 SQUARE FEET, OR 0.025 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 03/08/10



# EXHIBIT "B"

CITY OF MURRIETA

SECTION 35  
T.6S., R.3W., S.B.M.

PM 80/99-100  
PCL 1

ARENDT LANE  
C/L

CLINTON KEITH ROAD

N 89-42-13 W 2645.09' C/L TO NE COR SEC 2

SECTION LINE

R/W VARIES

72'

67'

55'

(NW COR INST. NO. 483381)

(N 1/4 COR SEC. 2) P.O.C.

MEADOWLARK LANE  
C/L

R/W CONVEYED TO CITY OF MURRIETA  
PER INST.NO. 57937, REC. 2-16-1993

- ① S 89-42-13 E - 56.99'
- ② S 00-16-36 W - 55.00'
- ③ S 46-29-19 W - 9.68'
- ④ S 00-16-36 W - 72.50'
- ⑤ N 89-43-24 W - 17.00'
- ⑥ N 00-16-36 E - 56.20'
- ⑦ N 46-29-19 E - 23.55'

GRANT DEED  
INST. NO. 676943,  
REC. 8-26-2004

T.P.O.B.

PARCEL  
0472-003H

1.094 SQ. FT.  
0.025 AC.

T.P.O.B.

DETAIL  
(N.T.S.)

N 00-16-36 E C/L

WHITEWATER RD  
(CALLE PAVON)

50' R/W QUITCLAIMED TO CITY  
OF MURRIETA PER INST.NO.  
2000-505348, REC. 12-20,2000

## NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES  
MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION  
FACTOR OF 1.000099080.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLINTON KEITH ROAD

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING  
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: 03/08/10

PAR. NO.: 0472-003H

PREPARED BY: DDD/TFR

SCALE: N.T.S.

DATE: MARCH, 2010

W.D. NO.: B2-0472

SHEET 1 OF 1 SHEET

SECTION 2

T.7S., R.3W., S.B.M. APN 900-030-025 CITY OF MURRIETA

**COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY**



**MEMORANDUM**

**DATE:** January 3, 2012

**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: Calvary Chapel of Murrieta  
Item No. 3.32  
Agenda Date: December 14, 2010

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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](mailto:sschatz@rc-facilities.org) or (951) 955-4817. Thank you

**SS:**  
**Attachment:** Recorded Grant Deed  
Title Policy

**cc:** File Copy-220TR/1006601

2012 JAN - 11 10: 11

2012-1-110990

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2012 JAN -4 AM 10:47



Lawyers Title Company  
4100 Newport Place Drive  
Suite 120  
Newport Beach, CA 92660  
Phone: (949) 724-3170

January 3, 2012

**County of Riverside  
3403 10<sup>TH</sup> Street Suite 500  
Riverside, California 92501**

**YOUR REF: Parcel 0472-003H  
OUR NO.: 11890833  
Property: Vacant Land, Murrieta, CA**

Dear Customer:

Attached is your CLTA Standard Coverage Policy of title insurance, per your instructions.

NOTE: Your policy is a computer generated product. Although lacking color and "live" signatures, it is the original of your policy.

Thank you for selecting **Lawyers Title Company** for your transactional management needs.

Enclosure

This policy has been issued through the offices of



Lawyers Title Company  
4100 Newport Place Drive  
Suite 120  
Newport Beach, CA 92660  
Phone: (949) 724-3170

We wish to take this opportunity to thank you for allowing us to assist you in your recent real estate transaction. We appreciate your confidence in us and take pride in our ability to service all your title needs.

The enclosed title policy was carefully prepared in accordance with your agent's instruction and should be kept in a safe place with your other important documents as it continues to protect you as long as you have an interest in the subject real property.

We hope we can be of assistance to you in all your future real estate transactions.

Cordially,

A handwritten signature in cursive script, appearing to read 'James M. John'.

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James M. John

Effective Date: 5/1/2008

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

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

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

**Disclosure to Affiliated Companies** - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties** - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access To Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



# STANDARD COVERAGE POLICY OF TITLE INSURANCE

Issued by **Lawyers Title Insurance Corporation**



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Nebraska 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 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.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**LAWYERS TITLE INSURANCE CORPORATION**

By

A handwritten signature in dark ink, appearing to read 'Robert A. ...', written over a horizontal line.

President

Attest

A handwritten signature in dark ink, appearing to read 'Natalie Bombardie', written over a horizontal line.

Secretary

A handwritten signature in dark ink, appearing to read 'Natalie Bombardie', written over a horizontal line.

Countersignature



## 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 regulations (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 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.

## 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 a 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 stated 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 others 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.

Conditions and Stipulations Continued

## 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 an 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: P.O. Box 45023, Jacksonville, Florida 32232-5023 Attn: Claim's Department.

**STANDARD COVERAGE  
POLICY OF TITLE  
INSURANCE - 1990**

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Issued by  
**Lawyers Title  
Insurance Corporation**



**Lawyers Title Insurance Corporation**  
P.O. Box 45023  
Jacksonville, Florida 32232-5023  
Attn: Claims Department

Form B 1183-12Z

**THANK YOU.**

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Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

We thank you for choosing to do business with Lawyers Title Insurance Corporation, and look forward to meeting your future title insurance needs.

**POLICY OF TITLE INSURANCE**  
**Issued by**  
**Lawyers Title Insurance Corporation**  
**SCHEDULE A**

Policy/File No.: **11890833**

Amount of Insurance: **\$1,641.00**

Premium: **\$396.00**

Endorsement Fees: **\$0.00**

Date of Policy: **September 27, 2011 at 8:00 A.M.**

1. Name of Insured:  
**County of Riverside, a political subdivision of the State of California**
2. The estate or interest in the land described herein and which is covered by this policy is:  
**A FEE**
3. The estate or interest referred to herein is at the Date of Policy vested in:  
**County of Riverside, a political subdivision of the State of California**
4. The land referred to in this policy is situated in the County of Riverside, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

**EXHIBIT "A"**

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

PARCEL 0472-003H

BEING A PORTION OF THE NORTHEAST ONE-QUART OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 2, SAID ONE-QUARTER CORNER BEING THE CENTERLINE INTERSECTION OF MEADOWLARK LANE (30.00 FOOT EASTERLY HALF-WIDTH) AND CLINTON KEITH ROAD (55.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN BY PARCEL MAP NUMBER 15,203 ON FILE IN BOOK 80, PAGES 99 AND 100 OF PARCEL MAPS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89°42'13" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 2, ALSO BEING THE CENTERLINE OF CLINTON KEITH ROAD, A DISTANCE OF 56.99 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED SEPTEMBER 3, 2008, AS INSTRUMENT NUMBER 2008-0483381, OFFICIAL RECORDS OF SAID RECORDER;

THENCE SOUTH 00°16'36" WEST, ALONG THE WESTERLY LINE OF SAID INSTRUMENT NUMBER 2008-0483381, A DISTANCE OF 55.00 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 46°29'19" WEST, CONTINUING ALONG SAID WESTERLY, A DISTANCE OF 9.68 FEET TO AN ANGLE POINT THEREIN, SAID ANGLE POINT BEING THE BEGINNING OF A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2, SAID ANGLE POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°16'36" WEST, CONTINUING ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 2008-0483381 AND SAID PARALLEL LINE, A DISTANCE OF 72.50 FEET TO THE MOST WESTERLY CORNER OF SAID INSTRUMENT NUMBER 2008-0483381;

THENCE NORTH 89°43'24" WEST, A DISTANCE OF 17.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED AS, "PARCEL B". TO THE CITY OF MURRIETA FOR PUBLIC ROAD AND DRAINAGE PURPOSES BY EASEMENT RECORDED FEBRUARY 16, 1993, AS INSTRUMENT NO. 57937, RECORDS OF SAID RECORDER;

THENCE NORTH 00°16'36" EAST, ALONG SAID EASTERLY LINE OF INSTRUMENT NUMBER 57937, A DISTANCE OF 56.20 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 46°29'19" EAST, CONTINUING ALONG SAID EASTERLY LINE OF INSTRUMENT NUMBER 57937, A DISTANCE OF 23.55 FEET TO THE TRUE POINT OF BEGINNING.

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

**PART I**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**END OF SCHEDULE B - PART I**

**SCHEDULE B  
PART II**

1. Water rights, claims or title to water, whether or not shown by the public records.
2. An easement in favor of the public over any existing roads lying within said land.
3. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded                                      in Book 11, Page(s) 69, Records of Survey

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to:                      Southern California Edison Company, a Corporation  
Purpose:                              public utilities  
Recorded:                          October 23, 1969 as Instrument No. 101967 of Official Records  
Affects:                                said land more particularly described therein.

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to:                      Southern California Edison Company, a Corporation  
Purpose:                              anchorage purposes  
Recorded:                          December 13, 1976 as Instrument No. 191089 of Official Records  
Affects:                                said land more particularly described therein.

6. The matters contained in a document entitled "Agreement Granting Permission to Grade and Construct Improvements Associated with the Development of Tract 23342-2 and Construction of That Public Road Calle Pavon" recorded April 15, 1992 as Instrument No. 134897 of Official Records of Official Records.

Reference is made to said document for full particulars.

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to:                      City of Murrieta  
Purpose:                              public road and drainage  
Recorded:                          February 16, 1993 as Instrument No. 57937 of Official Records  
Affects:                                said land more particularly described therein.

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to:                      County of Riverside, a political subdivision of the State of California  
Purpose:                              slope and drainage  
Recorded:                          September 3, 2008 as Instrument No. 2008-0483382 of Official Records  
Affects:                                said land more particularly described therein.



**SCHEDULE B – PART II**  
**Continued**

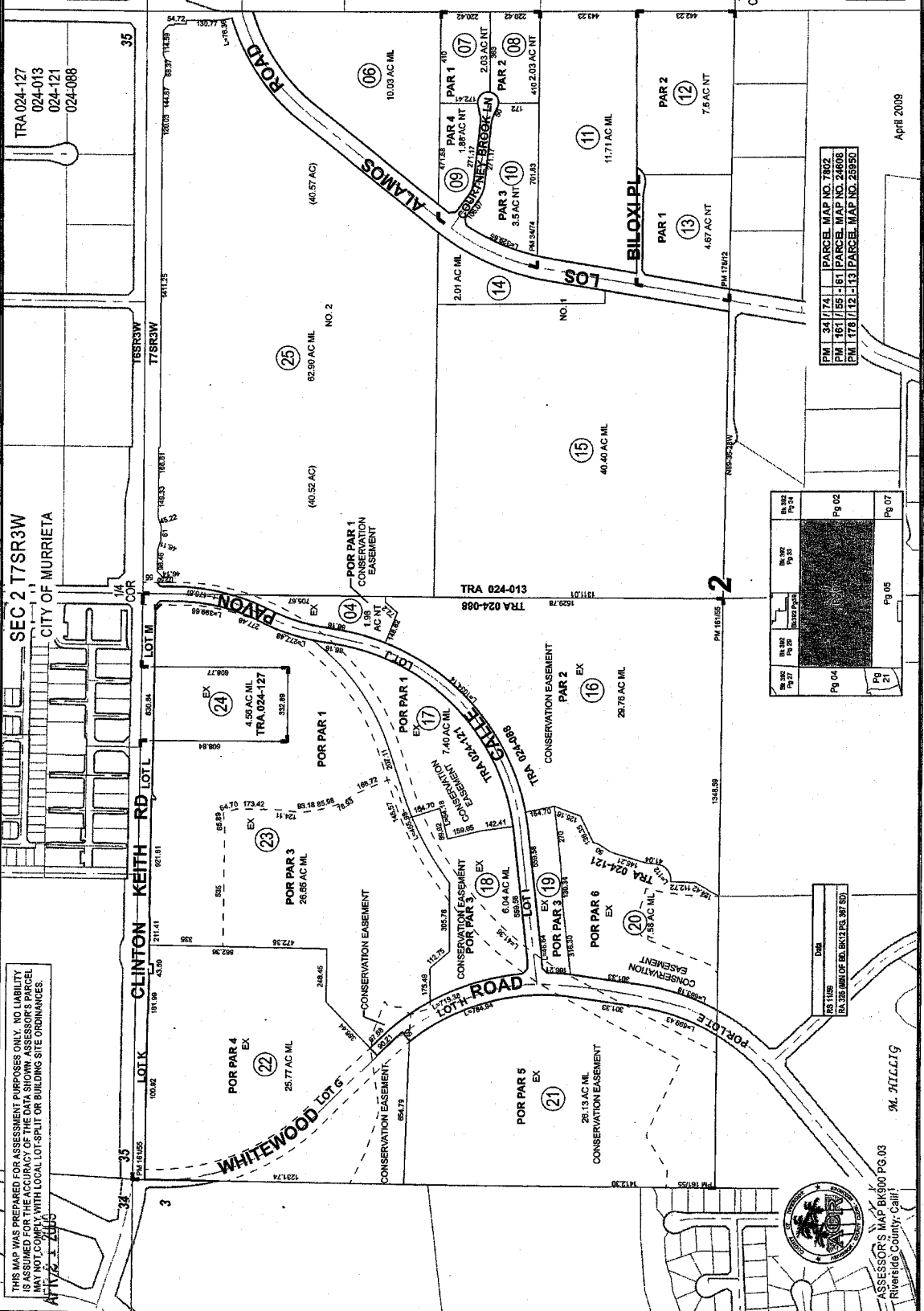
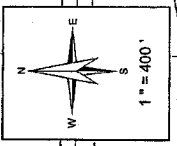
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: County of Riverside, a political subdivision of the State of California  
Purpose: slope  
Recorded: September 3, 2008 as Instrument No. 2008-0483383 of Official Records  
Affects: said land more particularly described therein.
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: County of Riverside, a political subdivision of the State of California  
Purpose: drainage  
Recorded: September 3, 2008 as Instrument No. 2008-0483384 of Official Records  
Affects: said land more particularly described therein.
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: County of Riverside, a political subdivision  
Purpose: temporary construction  
Recorded: September 3, 2008 as Instrument No. 2008-0483385 of Official Records  
Affects: said land more particularly described therein.

**END OF SCHEDULE B - PART II**

Endorsements: NONE

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

900-03  
956-02



Date	Old Number	New Number
2/14/2008	1	22.57
2/14/2008	2	23.57
2/14/2008	3	24.57
2/14/2008	4	25.57

PM 34/174 | PARCE MAP NO. 7002  
PM 165/155-81 | PARCE MAP NO. 24608  
PM 178/112-113 | PARCE MAP NO. 29950

Pg 02	Pg 07
PM 34/174	PM 34/174
PM 165/155-81	PM 165/155-81
PM 178/112-113	PM 178/112-113

April 2009



ASSESSOR'S MAP EX-900 PG.03  
Riverside County, Calif.

**RECORDED BY L.T.C.**

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

**FREE RECORDING**

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

13.184\021710\220TR\SVjw

**DOC # 2011-0426690**

**09/27/2011 08:51A Fee:NC**

**Page 1 of 4**

**Recorded in Official Records**

**County of Riverside**

**Larry W. Ward**

**Assessor, County Clerk & Recorder**



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHG CC						T:	CTY	UNI	029

**PROJECT: CLINTON KEITH ROAD WIDENING**

**PARCEL: 0472-003H**

**APN: 900-030-025 (portion)**

## GRANT DEED

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

CALVARY CHAPEL OF MURRIETA, A CALIFORNIA CORPORATION

GRANT(S) to the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, the real property in the County of Riverside, State of California, of a portion of Assessor's Parcel Number 900-030-025 in the County of Riverside, State of California as more particularly described in Exhibits "A" and "B", attached hereto and by this reference incorporated herein.

**T**  
**029**

PROJECT: CLINTON KEITH ROAD WIDENING PROJECT  
PARCEL: 0472-003H  
APN: 900-030-025 (portion)

Dated: 9/29/10

GRANTOR:

Calvary Chapel of Murrieta, a California Corporation

By: Dan Effinger  
Dan Effinger, Vice-President

STATE OF CALIFORNIA

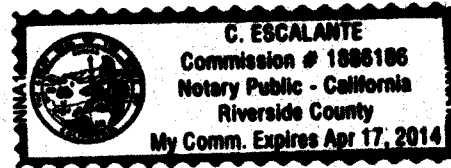
COUNTY OF Riverside )  
 ) ss.

On Sept. 29, 2010, before me, C. Escalante, a Notary Public in and for said County and State, personally appeared Dan Effinger, 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 C. Escalante



[SEAL]

#### CERTIFICATE OF ACCEPTANCE

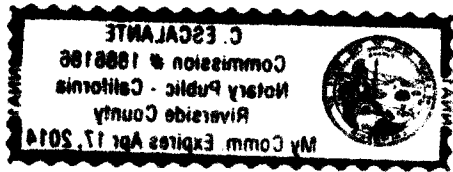
This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 12/23/10

By: Lisa Brandl

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

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 11-1-10  
SYNTHIA M. GUNZEL DATE



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 0472-003H**

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 2, SAID ONE-QUARTER CORNER BEING THE CENTERLINE INTERSECTION OF MEADOWLARK LANE (30.00 FOOT EASTERLY HALF-WIDTH) AND CLINTON KEITH ROAD (55.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN BY PARCEL MAP NUMBER 15,203, ON FILE IN BOOK 80, PAGES 99 AND 100 OF PARCEL MAPS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE S 89°42'13" E ALONG THE NORTHERLY LINE OF SAID SECTION 2, ALSO BEING THE CENTERLINE OF CLINTON KEITH ROAD, A DISTANCE OF 56.99 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED SEPTEMBER 3, 2008, AS INSTRUMENT NUMBER 2008-0483381, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 00°16'36" W, ALONG THE WESTERLY LINE OF SAID INSTRUMENT NUMBER 2008-0483381, A DISTANCE OF 55.00 FEET TO AN ANGLE POINT THEREIN;

THENCE S 46°29'19" W, CONTINUING ALONG SAID WESTERLY, A DISTANCE OF 9.68 FEET TO AN ANGLE POINT THEREIN, SAID ANGLE POINT BEING THE BEGINNING OF A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2, SAID ANGLE POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°16'36" W, CONTINUING ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 2008-0483381 AND SAID PARALLEL LINE, A DISTANCE OF 72.50 FEET TO THE MOST WESTERLY CORNER OF SAID INSTRUMENT NUMBER 2008-0483381;

THENCE N 89°43'24" W, A DISTANCE OF 17.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED AS, "PARCEL B", TO THE CITY OF MURRIETA FOR PUBLIC ROAD AND DRAINAGE PURPOSES BY EASEMENT RECORDED FEBRUARY 16, 1993, AS INSTRUMENT NUMBER 57937, RECORDS OF SAID RECORDER;

THENCE N 00°16'36" E, ALONG SAID EASTERLY LINE OF INSTRUMENT NUMBER 57937, A DISTANCE OF 56.20 FEET TO AN ANGLE POINT THEREIN;

THENCE N 46°29'19" E, CONTINUING ALONG SAID EASTERLY LINE OF INSTRUMENT NUMBER 57937, A DISTANCE OF 23.55 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,094 SQUARE FEET, OR 0.025 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

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

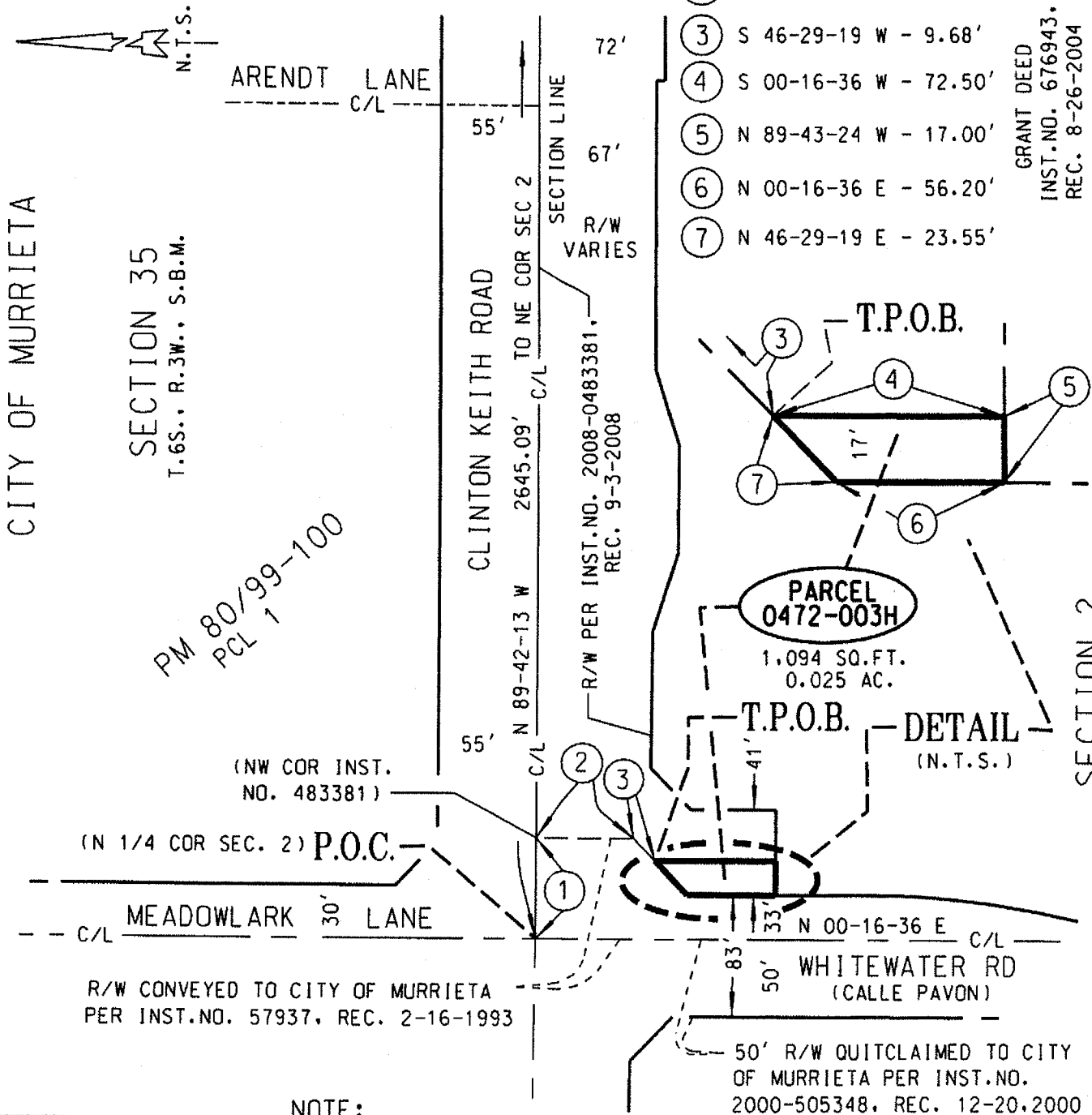
*Timothy F. Rayburn*

DATE: \_\_\_\_\_

*03/08/10*



# EXHIBIT "B"



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.	PAR. NO.: 0472-003H
PROJECT: CLINTON KEITH ROAD	PREPARED BY: DDD/TFR
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: MARCH, 2010
	W.O. NO.: 82-0472
APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 03/08/10	SHEET 1 OF 1 SHEET