

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

530  
A



**FROM:** Economic Development Agency/Facilities Management and Transportation Department


**SUBMITTAL DATE:**  
February 27, 2014


**SUBJECT:** Right of Way Acquisition Agreement for the Krameria Avenue Sidewalk Project – Woodcrest, District 1, [\$13,500] 100% Measure A Gas Tax Fund

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

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0535-003A, within a portion of Assessor's Parcel Number 274-110-011;
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and


(Continued)

  
\_\_\_\_\_  
Juan C. Perez, Director  
Transportation and Land Management

  
\_\_\_\_\_  
Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 13,500	\$ 0	\$ 13,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Measure A Gas Tax Fund – 100%  
Budget Adjustment: No  
For Fiscal Year: 2013/14


**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 11, 2014  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

FISCAL PROCEDURES APPROVED RAUL ANGULO, CPA, AUDITOR-CONTROLLER BY:  2/26/14  
 FORM APPROVED COUNTY COUNSEL 1/21/14 DATE BY: PATRICIA MUNROE

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

**RECOMMENDED MOTION:**

4. Authorize and allocate the sum of \$8,600 to acquire a fee simple interest of a portion of Assessor's Parcel Number 274-110-011 and \$4,900 to pay all related transaction costs.

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (RCTD) constructed a sidewalk project located on the north side of Krameria Avenue, between Gardner Street and Gamble Street, adjacent to the Miller Middle School in the Woodcrest area (Project).

The Notice of Exemption was filed and posted on April 7, 2011. RCTD staff conducted a review of the Project and determined that the Project is exempt for the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c).

On June 5, 2012, the Board approved Item 3.32, Right of Way Acquisition Agreement between the County and Dave and Tina Loudon (Loudon). During the escrow process, it was discovered that the property was no longer owned by Loudon. The property was conveyed to Shaun LaVenant (LaVenant). The escrow with Loudon did not close, Loudon did not receive any compensation for the right-of-way to be acquired, and the deed was not recorded. Since Loudon no longer owned the property, a new agreement with LaVenant is necessary.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 274-110-011 for the purchase price of \$8,600 from LaVenant. There are costs of \$4,900 associated with this transaction. LaVenant will execute a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 274-110-011, referenced as Parcel 0535-003A.

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

**Impact on Residents and Businesses**

Installation of the sidewalk will reduce the potential for vehicle and pedestrian conflicts; thus, improving public safety in the area.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 274-110-011:

Acquisition:	\$ 8,600
Estimated Title and Escrow Charges:	1,000
Preliminary Title Report:	400
EDA/FM Staff Time:	3,500
Total Estimated Acquisition Costs:	\$13,500

Attachment: Right of Way Acquisition Agreement (4)

1 PROJECT: KRAMERIA SIDEWALK PROJECT

2 PARCEL: 0535-003A

3 APN: 274-110-011 (PORTION)

4  
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, (Agreement), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 (County), and SHAUN LAVENANT, a married man as his sole and separate property  
9 (Grantor). County and Grantor are sometimes collectively referred to as "Parties".

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located in the Woodcrest  
12 area of the County of Riverside, State of California, as depicted on the Plat Map  
13 identified as Attachment "1," attached hereto and made a part hereof. The real property  
14 consists of 1.57 acres of land improved with a single family residence and is also  
15 known as Assessor's Parcel Number: 274-110-011 (Property); and

16 WHEREAS, Grantor desires to sell to the County and the County desires to  
17 purchase a portion of the Property (ROW), for the purpose of constructing the Krameria  
18 Sidewalk Project (Project) as follows: a fee simple interest in favor of the County  
19 referenced as Parcel 0535-003A and described on Attachment "2," attached hereto  
20 and made a part hereof; pursuant to the terms and conditions set forth herein; and

21 WHEREAS, the Effective Date is the date on which this Agreement is approved  
22 and fully executed by County and Grantor as listed on the signature page of this  
23 Agreement;

24 NOW, THEREFORE, in consideration of the payment and other obligations set  
25 forth below, Grantor and County mutually agree as follows:

26 **ARTICLE 1. AGREEMENT**

27 1. Recitals. All the above recitals are true and correct and by this reference  
28 are incorporated herein.

1           2.    Consideration. For good and valuable consideration, Grantor agrees to  
2 sell and convey to the County, and the County agrees to purchase from Grantor all of  
3 the Right-of-Way Property described herein, under the terms and conditions set forth in  
4 this Agreement. The full consideration for the Right-of-Way Property consists of the  
5 purchase price amount for the real property interests to be acquired by the County  
6 ("Purchase Price") The Purchase Price in the amount of Eight Thousand Six Hundred  
7 Dollars (\$8,600) is to be distributed to Grantor in accordance with this Agreement.  
8 Grantor will be responsible for any apportionment or allocation of the Purchase Price if  
9 required for any separately held interests that may exist.

10           3.    County Responsibilities.

11           A.    Upon the mutual execution of this Agreement, County will open  
12 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the  
13 Escrow Holder's request the Parties shall execute such additional Escrow instructions  
14 as are reasonably required to consummate the transaction contemplated by this  
15 Agreement and are not inconsistent with this Agreement. In the event of any conflict  
16 between the terms of this Agreement and any additional Escrow instructions, the terms  
17 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
18 County in an escrow account ("Escrow Account") that is interest bearing and at a bank  
19 approved by County with interest accruing for the benefit of County. The Escrow  
20 Account shall remain open until all charges due and payable have been paid and  
21 settled; any remaining funds shall be refunded to the County.

22           B.    Upon the opening of Escrow, the County shall deposit the  
23 Consideration as follows:

24                   i.    Purchase Price. Deposit into Escrow the Purchase Price in  
25 the amount of Eight Thousand Six Hundred Dollars (\$8,600) ("Deposit").

26           C.    On or before the date that Escrow is to close ("Close of Escrow"):

27                   i.    Closing Costs. County will deposit to Escrow Holder  
28 amounts sufficient for all escrow, recording and reconveyance fees incurred in this

1 transaction, and if title insurance is desired by County, the premium charged therefore.  
2 Said escrow and recording charges shall not include documentary transfer tax as  
3 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and  
4 Taxation Code section 11922.

5                   ii. County will deposit all other such documents consistent with  
6 this Agreement as are reasonably required by Escrow Holder or otherwise to close  
7 Escrow.

8                   D. County will authorize the Escrow Holder to close Escrow and  
9 release the Deposit, in accordance with the provisions herein, to Grantor conditioned  
10 only upon the satisfaction by County.

11                   i. The deposit of the following documents into Escrow for  
12 recordation in the Official Records of the County Recorder of Riverside County  
13 ("Official Records") upon Close of Escrow:

14                   a. The grant deed executed, acknowledged and delivered  
15 to Lorie G. Houghlan, Real Property Agent for the County or to Escrow Holder,  
16 substantially in the form attached hereto as Attachment "3," (Grant Deed) granting the  
17 portion of the Property, subject to the following:

18                                   1. Free and clear of all liens, encumbrances,  
19 easements, leases (recorded or unrecorded), and taxes except those encumbrances  
20 and easements which, in the sole discretion of the County, are acceptable, except:

21   2. Current fiscal year, including personal  
22 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue  
23 and Taxation Code of the State of California;

24   3. Easement or right of way of record over said  
25 land for public or quasi-public utility or public street purposes, if any;

26   4. Any items on the Preliminary Title Report  
27 (PTR) not objected to by County in a writing provided to Escrow Holder before the  
28 Close of Escrow;

1                                   5. Any other taxes owed whether current or  
2 delinquent are to be made current .

3                   E. At closing or Close of Escrow, County is authorized to deduct and  
4 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all  
5 real property taxes, bonds, and assessments in the following manner:

6                                   a. All real property taxes shall be prorated, paid, and canceled  
7 pursuant to the provisions of section 5081 et. seq., of the Revenue and Taxation Code.

8                                   b. Pay any unpaid liens or taxes together with penalties, cost  
9 and interest thereon, and any bonds or assessments that are due on the date title is  
10 transferred.

11                   F. County shall direct Escrow Holder to disburse purchase price  
12 minus any and all charges due upon Close of Escrow in accordance with the escrow  
13 instructions contained in this Agreement.

14                   G. County shall pay Grantor for Items 1 and 2 listed in Attachment "4."  
15 The amount is included in Paragraph 2 above.

16                   H. County shall not oversee nor bear responsibility for ensuring  
17 whether Grantor expends the compensation tendered to Grantor to replace Items 1  
18 and 2 described in Attachment "4."

19           2. Grantor Responsibilities.

20                   A. Execute and acknowledge Grant Deed in favor of the County of  
21 Riverside dated \_\_\_\_\_ identified as Parcel Number 0535-003A; and deliver deed  
22 to Lorie G. Houghlan, Real Property Agent for the County or to the Escrow Holder.

23                   B. Retain the contractor(s) to complete the necessary work listed as  
24 Items 1 and 2 in Attachment "4" and directly compensate each contractor for all costs,  
25 fees, and expenses. The County is not responsible for any payment to the  
26 contractor(s) selected by Grantor and Grantor shall indemnify, defend, and hold  
27 harmless the County, its officers, employees, officials, representatives or agents free  
28 from and against any and all claims, liabilities, penalties, forfeitures, losses or

1 expenses, including reasonable attorneys' fees, whatsoever arising from or caused by  
2 any actions or omissions of Grantor in connection with Grantor's selection and use of  
3 any of the contractors.

4 C. Grantor shall indemnify, defend, protect, and hold the County of  
5 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
6 Supervisors, elected and appointed officials, employees, agents, representatives,  
7 successors, and assigns free and harmless from and against any and all claims,  
8 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
9 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or  
10 indirectly, by either (a) the presence in, within, under, or about the parcel for the  
11 presence of hazardous materials, toxic substances, or hazardous substances as a  
12 result of Grantor's use, storage, or generation of such materials or substances or (b)  
13 Grantor's failure to comply with any federal, state, or local laws relating to such  
14 materials or substances. For the purpose of this Agreement, such materials or  
15 substances shall include without limitation hazardous substances, hazardous  
16 materials, or toxic substances as defined in the Comprehensive Environmental  
17 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section  
18 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to  
19 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87  
20 (1988); and those substances defined as hazardous wastes in section 25117 of the  
21 California Health and Safety Code or hazardous substances in section 25316 of the  
22 California Health; and in the regulations adopted in publications promulgated pursuant  
23 to said laws.

24 D. Grantor shall be obligated hereunder to include without limitation,  
25 and whether foreseeable or unforeseeable, all costs of any required or necessitated  
26 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation  
27 and implementation of any closure, remedial action, or other required plans in  
28 connection therewith, and such obligation shall continue under the parcel has been

1 rendered in compliance with applicable federal, state, and local laws, statutes,  
2 ordinances, regulations, and rules.

3 **ARTICLE II. MISCELLANEOUS**

4 1. It is mutually understood and agreed by and between the Parties hereto  
5 that the right of possession and use of the subject property by County, including the  
6 right to remove and dispose of improvements, shall commence upon the execution of  
7 this Agreement by all parties. The Purchase Price includes, but is not limited to, full  
8 payment for such possession and use.

9 2. This Agreement embodies all of the considerations agreed upon between  
10 the County and Grantor. This Agreement was obtained without coercion, promises  
11 other than those provided herein, or threats of any kind whatsoever by or to either  
12 party.

13 3. The performance of this Agreement constitutes the entire consideration  
14 for the acquisition of the Property and shall relieve the County of all further obligations  
15 or claims pertaining to the acquisition of the Property or pertaining to the location,  
16 grade or construction of the proposed public improvement.

17 4. This Agreement is made solely for the benefit of the Parties to this  
18 Agreement and their respective successors and assigns, and no other person or entity  
19 may have or acquired any right by virtue of this Agreement.

20 5. This Agreement shall not be changed, modified, or amended except upon  
21 the written consent of the Parties hereto.

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

28



1           7. Any action at law or in equity brought by either of the Parties for the  
2 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a  
3 court of competent jurisdiction in the County of Riverside, State of California, and the  
4 Parties hereby waive all provisions of law providing for a change of venue in such  
5 proceedings to any other county.

6           8. Grantor and its assigns and successors in interest shall be bound by all  
7 the terms and conditions contained in this Agreement, and all the Parties thereto shall  
8 be jointly and severally liable thereunder.

9                           (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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1 In Witness Whereof, the Parties have executed this Agreement the day and year below  
2 written.

3  
4 Dated: 1/2/14

5 COUNTY:  
6  
7 COUNTY OF RIVERSIDE, a political  
8 subdivision of the State of California

GRANTOR:  
9  
10 SHAUN LAVENANT, a married man as  
11 his sole and separate property

12 By: Jeff Stone  
13 Jeff Stone, Chairman  
14 Board of Supervisors

By: Shaun Lavenant  
Shaun Lavenant

15 ATTEST:  
16 Kecia Harper-Ihem  
17 Clerk of the Board

18 By: Paula [Signature]  
19 Deputy

20 APPROVED AS TO FORM:  
21 Pamela J. Walls  
22 County Counsel

23 By: [Signature]  
24 Patricia Munroe  
25 Deputy County Counsel

26  
27 LGH:s/121813/316TR/16.564 S:\Real Property\TYPING\Docs-16.000 to 16.500\16.564.doc  
28

ATTACHMENT "1"

Assessor's Plat Map

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THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

POR. SW 1/4 NE 1/4 SEC. 25 T. 3S. R. 5 W.

T.R.A. 8897

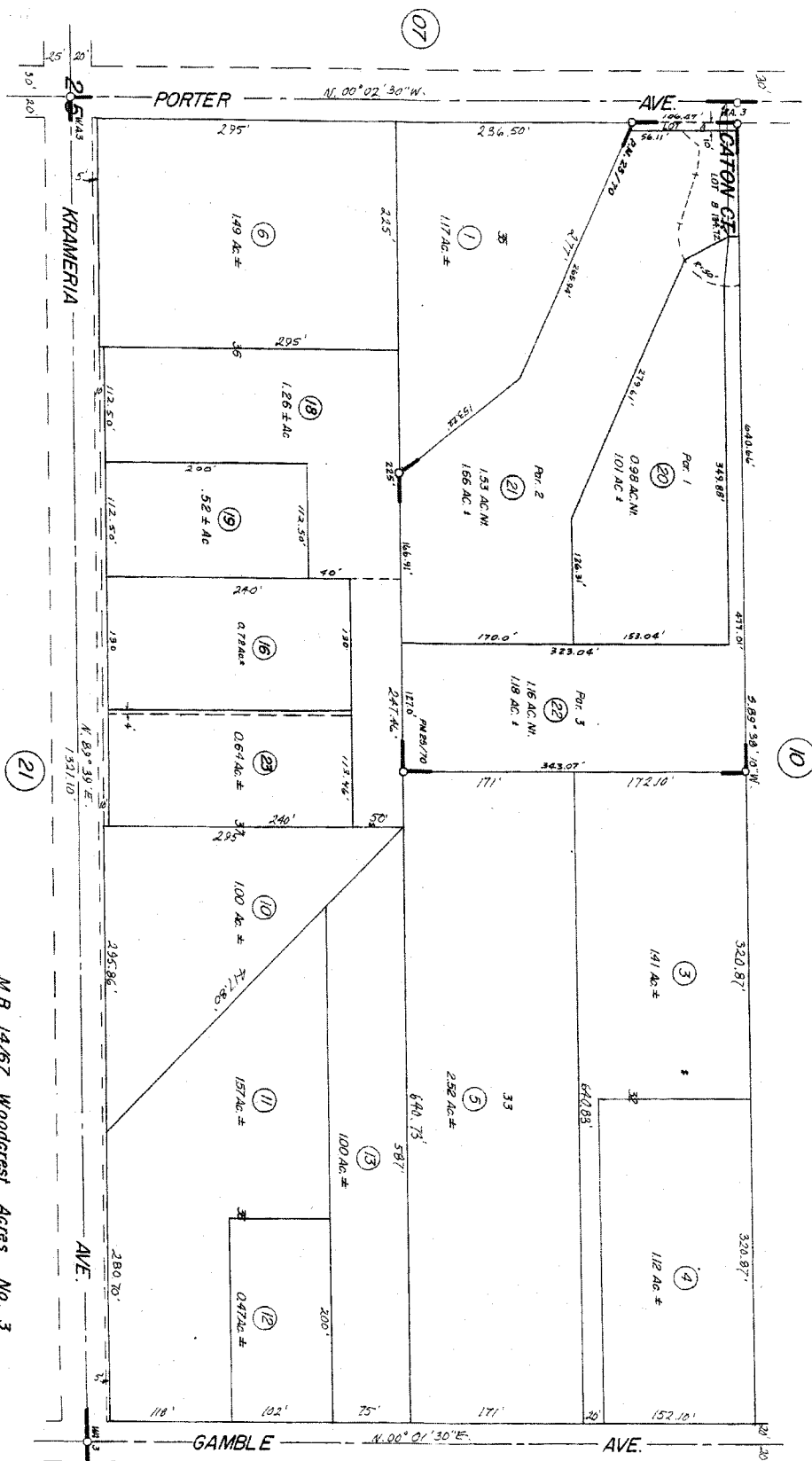
11-47-4  
274-11

ASSESSOR'S MAP BK. 274 PG. 11  
RIVERSIDE COUNTY, CALIF.

M.B. 14/67 Woodcrest Acres No. 3  
P.M. 25/70-71 Parcel Map 6892

DEC. 1973

DATE	OLD AND NEW NO.
3-77	815 71, 13
4-75	15 16, 17
3-76	7 18, 19
9-77	8 20, 22
9-87	14, 17 23



DATA RS 51/22

DATE OLD AND NEW NO.

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ATTACHMENT "2"  
Legal Description and Plat Map

EXHIBIT "A"  
LEGAL DESCRIPTION  
0535-003A

BEING A PORTION OF THE SOUTHERLY 220.00 FEET OF LOT 38 OF A MAP ENTITLED "WOODCREST ACRES NUMBER 3" ON FILE IN BOOK 14, PAGES 67 AND 68 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID 220.00 FEET BEING MEASURED ALONG THE EASTERLY LINE OF SAID LOT 38, EXCEPTING THEREFROM THE NORTHERLY 102.00 FEET OF THE EASTERLY 200.00 FEET, LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF KRAMERIA AVENUE (20.00 FOOT NORTHERLY HALF-WIDTH) AND GAMBLE AVENUE (20.00 FOOT WESTERLY HALF-WIDTH) BOTH ACCEPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN OFFICIAL RECORD BOOK 1399, PAGE 120, RECORDS OF SAID COUNTY AND AS SHOWN ON SAID "WOODCREST ACRES NUMBER 3" MAP;

THENCE N 89°34'54" W ALONG SAID CENTERLINE OF KRAMERIA AVENUE, A DISTANCE OF 19.87 FEET;

THENCE N 00°25'06" E, A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GAMBLE AVENUE, BEING THE SOUTHEASTERLY CORNER OF SAID LOT 38, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°34'54" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 280.69 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 38, BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED OCTOBER 5, 1954 IN OFFICIAL RECORD BOOK 1637, PAGE 206, RECORDS OF SAID RECORDER;

THENCE N 46°40'08" W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 38, AND ALONG THE EASTERLY LINE OF SAID GRANT DEED, AND PROLONGATION THEREOF, A DISTANCE OF 14.69 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF KRAMERIA AVENUE;

THENCE S 89°34'54" E ALONG SAID PARALLEL LINE, A DISTANCE OF 266.61 FEET TO AN ANGLE POINT;

THENCE N 45°36'44" E, A DISTANCE OF 21.15 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF GAMBLE AVENUE;

THENCE N 00°48'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 10.93 FEET;

THENCE S 89°11'37" E, A DISTANCE OF 10.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF GAMBLE AVENUE;

THENCE S 00°48'23" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 35.77 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 3,230 SQUARE FEET, OR 0.074 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 10/18/2011





**LINE DATA**

①	N 89°34'54" W	19.87'
②	N 00°25'06" E	20.00'
③	N 46°40'08" W	14.69'
④	N 45°36'44" E	21.15'
⑤	N 00°48'23" E	10.93'
⑥	S 89°11'37" E	10.00'
⑦	S 00°48'23" W	35.77'

T. 3S. R. 5W., S.B.M.  
NE 1/4 SECTION 25

NORTH LINE LOT 38



COUNTY OF RIVERSIDE

TO NW CORNER OF LOT 38

WOODCREST ACRES NO. 3  
MB 14/67-68

**RAW INFORMATION:**

- △ 20' R/W PER O.R. 1399 PG. 210 REC. 09/11/1952
- △ 5' R/W PER O.R. 1637 PG. 206 REC. 10/05/1954

**SURVEYOR'S NOTES:**

- ( ) INDICATES RECORD DATA PER MB 14/67-68.
- ( ) INDICATES RECORD DATA PER INST. NO. 2004-0153791, REC. 3/4/2004.

GRANT DEED  
INST. 2004-0153791  
REC. 03/04/2004

DAVE LOUDEN & TINA L. LOUDEN

APN. 274-110-011

0535-003A  
3,230 SQ. FT.  
0.074 AC.

TO NW CORNER OF LOT 38  
SW LINE LOT 38  
LOT 37

TO C/L INT. 1/4 LINE (CENTER SECTION) KRAMERIA AVENUE & PORTER AVENUE

N 89°34'54" W 1,320.64'  
N 89°39'00" E 1,321.10'

N 89°34'54" W 280.69'  
N 89°39'00" E 280.70'

S 89°34'54" E 266.61'

SOUTHERLY 220.00'

LOT 38

(102.00)

(220.00) (N 00°13'30" W 300.00')

GAMBLE AVENUE

T.P.O.B. SE CORNER LOT 38

P.O.C. C/L INTER.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0535-003A

PROJECT: KRAMERIA AVENUE

PREPARED BY: KNV

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: OCTOBER, 2011

W.O. NO.: CO-0535

APPROVED BY: *[Signature]* DATE: 10/18/2011

SHEET 1 OF 1

ATTACHMENT "3"

Form of Deed

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Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

**FREE RECORDING**

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

LGH:sl/121813/316TR/16.563

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

PROJECT: KRAMERIA SIDEWALK  
PROJECT  
PARCEL: 0535-003A  
APN: 274-110-011 (portion)

## GRANT DEED

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

SHAUN LAVENANT, a married man as his sole and separate property

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

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

PROJECT: KRAMERIA SIDEWALK PROJECT  
PARCEL: 0535-003A  
APN: 274-110-011 (portion)

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

GRANTOR:

SHAUN LAVENANT, a married man as  
his sole and separate property

\_\_\_\_\_  
Shaun LaVenant

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_

[SEAL]

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_

[SEAL]

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated \_\_\_\_\_, from SHAUN LAVENANT, a married man as his sole and separate property, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

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

COUNTY OF RIVERSIDE  
Juan C. Perez, Director of Transportation

By: \_\_\_\_\_, Deputy

ATTACHMENT "4"

Item	Description	Amount
1.	2,500 square feet of seeded lawn	\$2,500
2.	One large Queen Palm	<u>\$1,250</u>
	Total Landscaping	\$3,750

1  
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28




# MEMORANDUM

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

---

*Robert Field*  
*Assistant County Executive Officer/EDA*

**TO:** Kecia Harper-Ihem  
Clerk of the Board

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

**DATE:** August 7, 2014

**SUBJECT:** Original Documents for: Lavenant  
Item No.: 3-15  
Agenda Date: March 11, 2014

---

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

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

**Cc:** File copy – 316TR/200272

**Commonwealth Land Title Company**

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

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

LGH:sl/121813/316TR/16.563

**DOC # 2014-0146599**

04/22/2014 04:11 PM Fees: \$0.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: CARAGON

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

12185931

PROJECT: KRAMERIA SIDEWALK  
PROJECT

PARCEL: 0535-003A

APN: 274-110-011 (portion)

TRA 088-007

# GRANT DEED

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

SHAUN LAVENANT, a married man as his sole and separate property

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

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

# Commonwealth Land Title Company

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

## FREE RECORDING

This instrument is for the benefit of  
the County of Riverside, and is  
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(Govt. Code 6103)

LGH:s/121813/316TR/16.563

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PROJECT

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



PROJECT: KRAMERIA SIDEWALK PROJECT  
PARCEL: 0535-003A  
APN: 274-110-011 (portion)

Dated: 1/2/14

GRANTOR:

SHAUN LAVENANT, a married man as his sole and separate property

*Shaun Lavenant*  
Shaun Lavenant

STATE OF CALIFORNIA )  
COUNTY OF Riverside )ss  
)

On JANUARY 2, 2014, before me, LORIE G. HOUGHLAN a Notary Public in and for said County and State, personally appeared SHAUN LAVENANT, 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 Lorie G. Houghlan

[SEAL]



EXHIBIT "A"  
LEGAL DESCRIPTION  
0535-003A

BEING A PORTION OF THE SOUTHERLY 220.00 FEET OF LOT 38 OF A MAP ENTITLED "WOODCREST ACRES NUMBER 3" ON FILE IN BOOK 14, PAGES 67 AND 68 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID 220.00 FEET BEING MEASURED ALONG THE EASTERLY LINE OF SAID LOT 38, EXCEPTING THEREFROM THE NORTHERLY 102.00 FEET OF THE EASTERLY 200.00 FEET, LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF KRAMERIA AVENUE (20.00 FOOT NORTHERLY HALF-WIDTH) AND GAMBLE AVENUE (20.00 FOOT WESTERLY HALF-WIDTH) BOTH ACCEPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN OFFICIAL RECORD BOOK 1399, PAGE 120, RECORDS OF SAID COUNTY AND AS SHOWN ON SAID "WOODCREST ACRES NUMBER 3" MAP;

THENCE N 89°34'54" W ALONG SAID CENTERLINE OF KRAMERIA AVENUE, A DISTANCE OF 19.87 FEET;

THENCE N 00°25'06" E, A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GAMBLE AVENUE, BEING THE SOUTHEASTERLY CORNER OF SAID LOT 38, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°34'54" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 280.69 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 38, BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED OCTOBER 5, 1954 IN OFFICIAL RECORD BOOK 1637, PAGE 206, RECORDS OF SAID RECORDER;

THENCE N 46°40'08" W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 38, AND ALONG THE EASTERLY LINE OF SAID GRANT DEED, AND PROLONGATION THEREOF, A DISTANCE OF 14.69 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF KRAMERIA AVENUE;

THENCE S 89°34'54" E ALONG SAID PARALLEL LINE, A DISTANCE OF 266.61 FEET TO AN ANGLE POINT;

THENCE N 45°36'44" E, A DISTANCE OF 21.15 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF GAMBLE AVENUE;

THENCE N 00°48'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 10.93 FEET;

THENCE S 89°11'37" E, A DISTANCE OF 10.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF GAMBLE AVENUE;

THENCE S 00°48'23" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 35.77 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 3,230 SQUARE FEET, OR 0.074 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 10/18/2011



- LINE DATA**
- ① N 89°34'54" W 19.87'
  - ② N 00°25'06" E 20.00'
  - ③ N 46°40'08" W 14.69'
  - ④ N 45°36'44" E 21.15'
  - ⑤ N 00°48'23" E 10.93'
  - ⑥ S 89°11'37" E 10.00'
  - ⑦ S 00°48'23" W 35.77'

T. 3S. R. 5W., S.B.M.  
NE 1/4 SECTION 25

NORTH LINE LOT 38

COUNTY OF RIVERSIDE

WOODCREST ACRES NO. 3  
MB 14/67-68

LOT 38

**SURVEYOR'S NOTES:**  
( ) INDICATES RECORD DATA PER MB 14/67-68.  
( ) INDICATES RECORD DATA PER INST. NO. 2004-0153791, REC. 3/4/2004.

GRANT DEED  
INST. 2004-0153791  
REC. 03/04/2004

DAVE LOUDEN & TINA L. LOUDEN  
APN. 274-110-011

0535-003A  
3,230 SQ. FT.  
0.074 AC.

TO NW CORNER OF LOT 38

**R/W INFORMATION:**

- 20' R/W PER O.R. 1399 PG. 210 REC. 09/11/1952
- 5' R/W PER O.R. 1637 PG. 206 REC. 10/05/1954

SW LINE LOT 38  
TO NW CORNER OF LOT 38

LOT 37

TO C/L INT. 1/4 LINE (CENTER SECTION) KRAMERIA AVENUE & PORTER AVENUE

KRAMERIA AVENUE  
N 89°34'54" W 1,320.64'  
N 89°39'00" E 1,321.10'

C/L

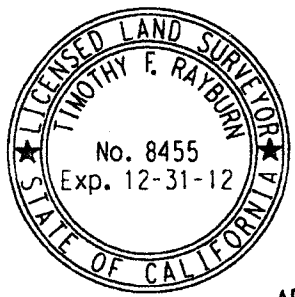
P.O.C. - C/L INTER.

EXHIBIT "B"

N 00°48'23" E 300.00' (N 00°1'30" W 300.00')

GAMBLE AVENUE

T.P.O.B. SE CORNER LOT 38



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.		PAR. NO.: 0535-003A
PROJECT: KRAMERIA AVENUE		PREPARED BY: KNV
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.
APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 10/18/2011		DATE: OCTOBER, 2011
		W.O. NO.: CO-0535
		SHEET 1 OF 1


**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated \_\_\_\_\_, from SHAUN LAVENANT, a married man as his sole and separate property, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: 01/21/14

COUNTY OF RIVERSIDE  
Juan C. Perez, Director of Transportation

By: , Deputy 

FORM APPROVED COUNTY COUNSEL  
BY:  1/21/14  
PATRICIA MUNROE DATE



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

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

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

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

*TR 082-007*

ASSESSOR'S PARCEL NO. 274--110--011-1 I declare that the documentary transfer tax for this  
Property Address: 1774 Krameria Ave, Riverside transaction is: \$ 0-

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

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code. Please check one or explain in "Other".)

- 1. \_\_\_ Section 11911. The document is a lease for a term of less than thirty-five (35) years (including options).
- 2. \_\_\_ Section 11911. The easement is not perpetual, permanent, or for life.
- 3. \_\_\_ Section 11921. The instrument was given to secure a debt.
- 4. X Section 11922. The conveyance is to a governmental entity or political subdivision.
- 5. \_\_\_ Section 11925. The transfer is between individuals and a legal entity, or between legal entities, and does not change the proportional interests held.
- 6. \_\_\_ Section 11926. The instrument is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
- 7. \_\_\_ Section 11926. The grantee is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
- 8. \_\_\_ Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
- 9. \_\_\_ Section 11930. The conveyance is an *inter vivos* gift\* or a transfer by death.  
\*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.
- 10. \_\_\_ Section 11930. The conveyance is to the grantor's revocable living trust.
- 11. \_\_\_ Other (Include explanation and authority) \_\_\_\_\_

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

Executed this 22 day of April, 2014 at Newport Beach, California  
City State

*Michelle Belvedere*  
Signature of Affiant

Michelle Belvedere  
Printed Name of Affiant

Commonwealth Land Title Company  
Name of Firm (if applicable)

4100 Newport Place Dr., #120 Newport Beach, California  
Address of Affiant 92660

(949) 724-3140  
Telephone Number of Affiant (including area code)

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

For Recorder's Use:

Affix PCOR Label Here



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

---

April 24, 2014

[sschatz@rivcoeda.org](mailto:sschatz@rivcoeda.org)

OUR NO.: **12185931**  
Property: **17744 Krameria Avenue, Riverside County, CA**  
Policy No.: **CA-FXFC-IMP-81067-1-14-12185931**

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



**Commonwealth Land Title Insurance Company**

**POLICY NO.: CA-FXFC-IMP-81067-1-14-12185931**

# CLTA STANDARD COVERAGE POLICY OF TITLE INSURANCE

*Issued by*

**Commonwealth Land Title Insurance Company**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, 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 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.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned by:

*Natalie Bombardieri*

Authorized Signature



BY *[Signature]* President

ATTEST *[Signature]* Secretary

Authorized Signature

81067 CLTA Standard Coverage Policy (1990)

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AMERICAN  
LAND TITLE  
ASSOCIATION



**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 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 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 of any part of the estate or interest in the land by foreclosures, 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 or 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 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 therefore.

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 the 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 there from, 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 there from, 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 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, and 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:

Commonwealth Land Title Insurance Company

P.O. Box 45023

Jacksonville, FL 32232-5023

Attn: Claims Department



Order No.: **12185931-903-CMC**

Policy No.: **CA-FXFC-IMP-81067-1-14-12185931**

## **SCHEDULE A**

Order No.: **12185931-903-CMC**

Policy No.: **CA-FXFC-IMP-81067-1-14-12185931**

Amount of Insurance: **\$8,600.00**

Premium: **\$396.00**

Date of Policy: **April 22, 2014 at 4:11 p.m.**

1. Name of Insured:  
**County of Riverside, a political subdivision of the State of California**
2. The estate or interest in the land which is covered by this policy is:  
**A FEE**
3. Title to the estate or interest in the land is vested in:  
**County of Riverside, a political subdivision of the State of California**
4. The land referred to in this policy is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**EXHIBIT A****LEGAL DESCRIPTION**

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

BEING A PORTION OF THE SOUTHERLY 220.00 FEET OF LOT 38 OF A MAP ENTITLED "WOODCREST ACRES NUMBER 3" ON FILE IN BOOK 14, PAGES 67 AND 68 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID 220.00 FEET BEING MEASURED ALONG THE EASTERLY LINE OF SAID LOT 38, EXCEPTING THEREFROM THE NORTHERLY 102.00 FEET OF THE EASTERLY 200.00 FEET, LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF KRAMERIA AVENUE (20.00 FOOT NORTHERLY HALF-WIDTH) AND GAMBLE AVENUE (20.00 FOOT WESTERLY HALF-WIDTH) BOTH ACCEPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN OFFICIAL RECORD BOOK 1399, PAGE 120, RECORDS OF SAID COUNTY AND AS SHOWN ON SAID "WOODCREST ACRES NUMBER 3" MAP; THENCE N 89°34'54" W ALONG SAID CENTERLINE OF KRAMERIA AVENUE, A DISTANCE OF 19.87 FEET; THENCE N 00°25'06" E, A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GAMBLE AVENUE, BEING THE SOUTHEASTERLY CORNER OF SAID LOT 38, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE N 89°34'54" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 280.69 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 38, BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED OCTOBER 5, 1954 IN OFFICIAL RECORD BOOK 1637, PAGE 206, RECORDS OF SAID RECORDER; THENCE N 46°40'08" W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 38, AND ALONG THE EASTERLY LINE OF SAID GRANT DEED AND PROLONGATION THEREOF, A DISTANCE OF 14.69 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF KRAMERIA AVENUE; THENCE S 89°34'54" E ALONG SAID PARALLEL LINE, A DISTANCE OF 266.61 FEET TO AN ANGLE POINT; THENCE N 45°36'44" E, A DISTANCE OF 21.15 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF GAMBLE AVENUE; THENCE N 00°48'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 10.93 FEET; THENCE S 89°11'37" E, A DISTANCE OF 10.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF GAMBLE AVENUE; THENCE S 00°48'23" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 35.77 FEET TO THE TRUE POINT OF BEGINNING.

APN: 274-110-011-1

## **SCHEDULE B**

### **EXCEPTIONS FROM COVERAGE**

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

#### **PART I**

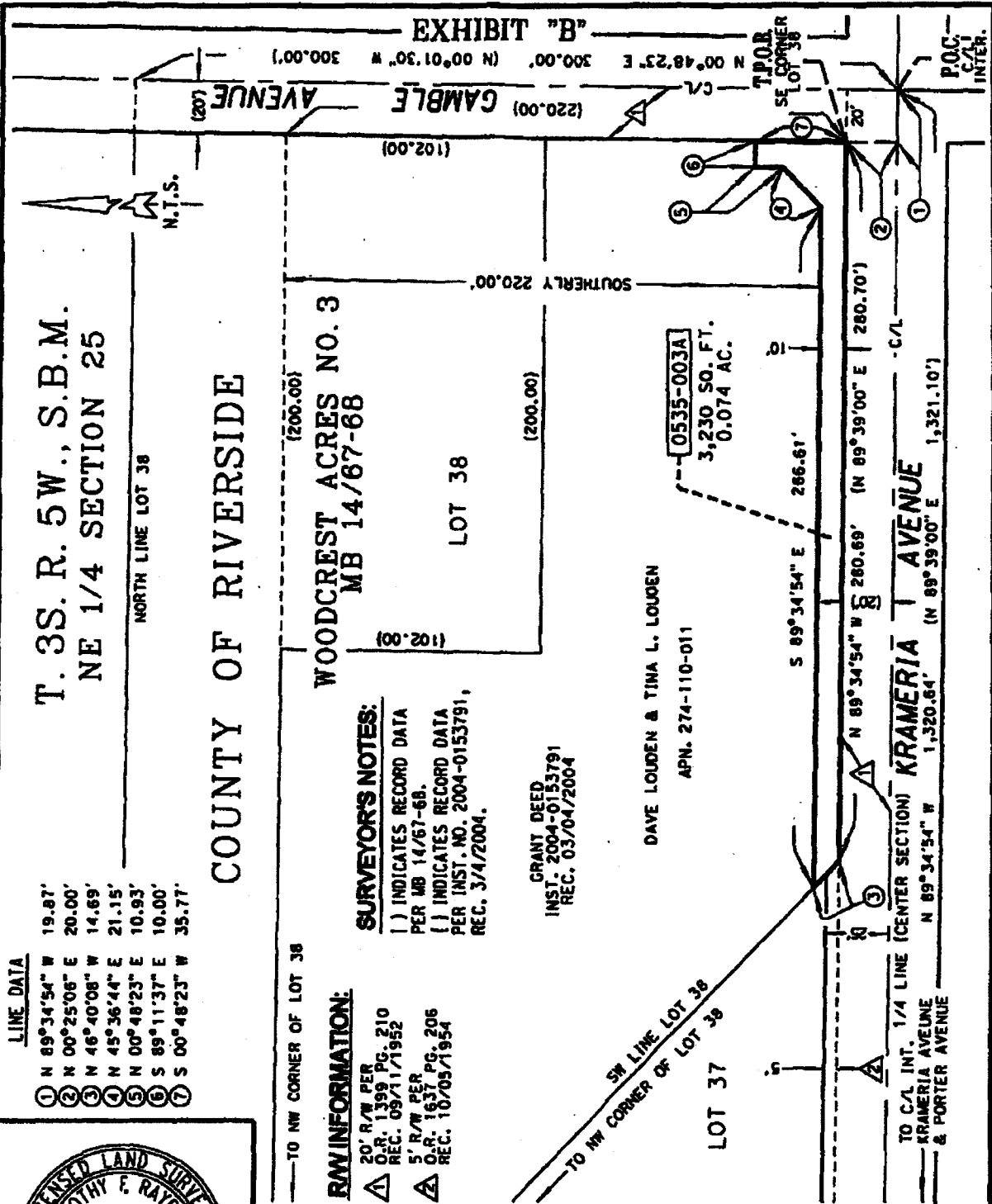
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**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. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: The County of Riverside  
Purpose: drainage  
Recorded: May 21, 1975 as Instrument No. 59022 of Official Records  
Affects: said land more particularly described therein.

**END OF SCHEDULE B**



T. 3S. R. 5W., S.B.M.  
NE 1/4 SECTION 25

COUNTY OF RIVERSIDE

WOODCREST ACRES NO. 3  
MB 14/67-68

LOT 38

LINE DATA

①	N 89°34'54" W	19.87'
②	N 00°25'06" E	20.00'
③	N 46°40'08" W	14.69'
④	N 45°36'44" E	21.15'
⑤	N 00°48'23" E	10.93'
⑥	S 89°11'37" E	10.00'
⑦	S 00°48'23" W	35.77'

**SURVEYOR'S NOTES:**  
 1) INDICATES RECORD DATA PER MB 14/67-68.  
 2) INDICATES RECORD DATA PER INST. NO. 2004-0153791, REC. 3/4/2004.

GRANT DEED  
 INST. 2004-0153791  
 REC. 03/04/2004

DAVE LOUDEN & TINA L. LOUDEN  
 APN. 274-110-011

**R/W INFORMATION:**

△ 20' R/W PER O.R. 1399 PG. 210 REC. 09/11/1952  
 △ 5' R/W PER O.R. 1637 PG. 206 REC. 10/05/1954



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.

PROJECT: KRAMERIA AVENUE

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

PAR. NO.: 0535-003A

PREPARED BY: KNV

SCALE: N.T.S.

DATE: OCTOBER, 2011

W.O. NO.: CO-0535

APPROVED BY: *[Signature]* DATE: 10/18/2011