

823A



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

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
October 8, 2014

SUBJECT: Resolution No. 2014-128 Authorization to Sell Fee Interests in Real Property located on Cedar Avenue in the Hemet Area, CEQA Findings of Exemption, District 3/District 3, [\$7,150], Sale Proceeds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the sale of vacant land is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15312 and 15061(b)(3);
2. Adopt Resolution No. 2014-128, Authorization to Sell Fee Interests in Real Property located in the Hemet area identified as Assessor's Parcel Numbers 551-200-058 and 551-200-062;

(Continued)

Patricia Romo

Patricia Romo
Assistant Director of Transportation
for Juan C. Perez
Director of Transportation and Land Management

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 7,150	\$ 0	\$ 7,150	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% sale proceeds

Budget Adjustment: No

For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone and Benoit
 Nays: None
 Absent: Tavaglione and Ashley
 Date: October 21, 2014
 xc: EDA, Transp., Recorder

Kecia Harper-Ihem
 Clerk of the Board
 BY: *Kecia Harper-Ihem*
 Deputy

FORM APPROVED COUNTY COUNSEL 7/55/14
BY: GREGORY P. PRAMOS DATE

Departmental Concurrence

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

Positions Added

Change Order

A-30

4/5 Vote

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Resolution No. 2014-128 Authorization to Sell Fee Interests in Real Property located on Cedar Avenue in the Hemet Area, CEQA Findings of Exemption, District 3/District 3, [\$7,150], Sale Proceeds 100%

DATE: October 8, 2014

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Approve the Offer and Agreement to Purchase Real Property between the County of Riverside and Leo F. Wesselink and Betty R. Wesselink, Trustees of the Leo F. Wesselink and Betty R. Wesselink 2012 Revocable Trust, and authorize the Chairman of the Board to execute said Agreement and Quitclaim Deed on behalf of the County;
4. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete this transaction;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval of the sale of real property; and
6. Authorize reimbursement or through the proceeds of the sale of the real property to EDA/FM - Real Estate Division for costs not-to-exceed \$7,150 for due diligence expenses and staff time.

BACKGROUND:

Summary

On June 19, 1990, the Board adopted Resolution No. 1990-325, Summarily vacating a portion of Mountain Avenue in the Hemet area which resulted in certain interests of real property to be remnant parcels that the County no longer needed for its purposes. These remnants are owned by the County in fee simple interest identified as Riverside County Assessor's Parcel Numbers 551-200-058 and 551-200-062 consisting of approximately 0.894 total acres of vacant land depicted on Attachment A. On September 3, 1991, the Board adopted Resolution No. 1991-366, Notice of Intention to Sell Real Property and declared the property as no longer needed for public purposes and identified it as surplus to the Transportation Department. On October 1, 1991, the Board approved Resolution No. 1991-367, Authorization to Sell Real Property to Leo and Betty Wesselink. However, the transaction was not finalized and escrow was cancelled in January 1994.

The County desires to dispose of the property and is authorized to do so pursuant to the California Streets and Highways Code Sections 8300 et seq. The sale of the property has been re-negotiated and memorialized in the attached Offer and Agreement to Purchase Real Property with abutting property owners, Leo F. Wesselink and Betty R. Wesselink, Trustees of the Leo F. Wesselink and Betty R. Wesselink 2012 Revocable Trust (Wesselink) at the appraised value of \$35,000 plus an additional \$1,070 for title and escrow fees.

Riverside County Transportation Department staff has conducted a review of the project and found it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15312 and 15061(b)(3). The proposed project, only involves the transfer of title to property of a remnant vacant parcel and because it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment. The County's approval of this sale of real property does not create any reasonably foreseeable physical change in the environment. The Notice of Exemption was prepared (Attachment "B") and will be filed with the County Clerk upon approval of the sale.

(Continued)

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Resolution No. 2014-128 Authorization to Sell Fee Interests in Real Property located on Cedar Avenue in the Hemet Area, CEQA Findings of Exemption, District 3/District 3, [\$7,150], Sale Proceeds 100%

DATE: October 8, 2014

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

The Resolution and Agreement have been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

By transferring ownership of the property to the Wesselink parties, it eliminates the liability and the upkeep and costs by the County as well as returns the property to the tax rolls.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the sale of Assessor's Parcel Numbers:

Preliminary Title Report	\$ 250
Appraisal Expense	1,900
Administration Costs	5,000
Total Estimated Costs:	\$7,150

All costs associated with this property acquisition are fully funded by the Transportation Department's budget for FY 2014/15. The Transportation Department shall receive the net proceeds. No net county costs will be incurred as a result of this transaction.

Attachments:

Offer and Agreement to Purchase Real Property (4)

Quitclaim Deed (1)

2
3 RESOLUTION NO. 2014-128

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
5 FOR THE AUTHORIZATION TO SELL FEE INTERESTS IN REAL PROPERTY
6 LOCATED ON CEDAR AVENUE IN THE HEMET AREA
7 WITH ASSESSOR'S PARCEL NUMBERS 551-200-058 AND 551-200-062
8

9 WHEREAS, pursuant to the Public Streets, Highways and Service Easements Vacation
10 Law (California Streets and Highways Code Sections 8300 et seq.), a county is authorized to
11 dispose of real property owned in fee simple by a county as provided by the authority cited
12 herein;

13 WHEREAS, pursuant to California Streets and Highways Code Section 960, whenever a
14 board of supervisors determines that an interest in real property acquired by the county for
15 highway purposes is no longer necessary for those purposes, the county may sell the real
16 property in the manner and upon the terms and conditions approved by the board of
17 supervisors;

18 WHEREAS, pursuant to Section 960, any conveyance under this section shall be
19 executed on behalf of the county by the chairman of the board of supervisors, and the money
20 received for the real property shall be paid into the county treasury to the credit of any fund
21 available for highway purposes, which the board of supervisors designates;

22 WHEREAS, in 1990, the County of Riverside ("County") vacated that portion of Mountain
23 Ave which included the subject property with Assessor's Parcel Numbers 551-200-058 and 551-
24 200-062 and declared it as surplus by Board Resolution in 1991; and

25 WHEREAS, the County desires to sell certain fee interests in real property with Assessor's
26 Parcel Numbers 551-200-058 and 551-200-062, located in the unincorporated Hemet area,
27 County of Riverside, to parties who own real property adjacent to the subject property thereby
28

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 8-21-14
DATE
SYNTHIA M. GUNZEL

1 eliminating the costs of owning property that the County has been deemed is no longer necessary
2 for its purposes; now, therefore,

3 BE IT RESOLVED, DETERMINED AND ORDERED by not less than four-fifths vote of the
4 Board of Supervisors of the County of Riverside in regular session assembled on October 21,
5 2014, in the meeting room of the Board of Supervisors, County Administrative Center, 4080
6 Lemon Street, Riverside, California, that the Board authorizes the sale, at 9:30 a.m., or soon
7 thereafter as the agenda of the Board permits, of that certain fee interests in real property in AS-
8 IS condition consisting of approximately 0.894 acres of vacant land identified with Assessor's
9 Parcel Numbers 551-200-058 and 551-200-062, located in the unincorporated Hemet area,
10 County of Riverside, State of California, more particularly described and depicted on Exhibits "A"
11 and "B," attached hereto and by this reference incorporated herein, for a purchase price of Thirty
12 Five Thousand Dollars (\$35,000) plus an additional One Thousand Seventy Dollars (\$1,070) for
13 title insurance and escrow fees/costs to be paid by the buyers, Leo F. Wesselink and Betty R.
14 Wesselink, Trustees of the Leo F. Wesselink and Betty R. Wesselink 2012 Revocable Trust.

15 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Offer and
16 Agreement to Purchase Real Property between the County and Leo F. Wesselink and Betty R.
17 Wesselink, Trustees of the Leo F. Wesselink and Betty R. Wesselink 2012 Revocable Trust, is
18 hereby approved, and the Chairman of the Board of Supervisors is authorized to execute the
19 same on behalf of the County.

20 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of the
21 Board is authorized to execute the Quitclaim Deed on behalf of the County to complete the
22 transfer at close of escrow and consummate the transaction.

23 ///

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1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Assistant County
2 Executive Officer/EDA or his designee is authorized to execute any other documents and
3 administer all actions necessary to complete the sale of the real property and this transaction.
4

5
6 ROLL CALL:

7 Ayes: Jeffries, Stone and Benoit
8 Nays: None
9 Absent: Tavaglione and Ashley

10 The foregoing is certified to be a true copy of a resolution duly
11 adopted by said Board of Supervisors on the date therein set forth.

12 KECIA HARPER-IHEM, Clerk of said Board

13 By 
14 Deputy

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27 SV:ra/060614/238FM/16.907 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.907.doc
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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 7559-006 (BEING A COMBINATION OF PARCELS 7559-003D AND 7559-004A)

COMMENCING AT THE CENTERLINE INTERSECTION OF MOUNTAIN AVENUE (FORMERLY CEDAR AVENUE) (HAVING A SOUTHERLY HALF WIDTH OF 30.00 FEET), AND MOUNTAIN AVENUE (OLD ALIGNMENT) (HAVING A BEARING OF SOUTH 21°01'57" EAST, FORMERLY RECORDED AS SOUTH 21°21'11" EAST), AS SHOWN BY RECORD OF SURVEY FILED IN BOOK 33, PAGES 48 THROUGH 62, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00°02'12" WEST, PERPENDICULAR TO THE CENTERLINE OF SAID CEDAR AVENUE, A DISTANCE OF 30.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID CEDAR AVENUE, SAID POINT ALSO BEING **THE TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°57'48" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CEDAR AVENUE, A DISTANCE OF 1.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 270.00 FEET;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°28'41", A DISTANCE OF 186.03 FEET;

THENCE SOUTH 00°06'07" EAST, A DISTANCE OF 50.17 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°56'10" A DISTANCE OF 181.77 FEET, WITH AN INITIAL RADIAL BEARING OF SOUTH 49°19'17" EAST;

THENCE SOUTH 21°44'32" WEST, A DISTANCE OF 12.20 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF MOUNTAIN AVENUE, AS SHOWN ON AFOREMENTIONED RECORD OF SURVEY, SAID POINT BEING IN A NON-TANGENT CURVE, CONCAVE SOUTHEWESTERLY, AND HAVING A RADIUS OF 460.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID SOUTHWESTERLY LINE OF MOUNTAIN AVENUE, THROUGH A CENTRAL ANGLE OF 22°27'51", A DISTANCE OF 180.35 FEET, WITH AN INITIAL RADIAL BEARING OF NORTH 65°21'22" EAST;

THENCE NORTH 24°19'20" WEST, A DISTANCE OF 107.34 FEET TO A POINT 65.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CEDAR AVENUE (FORMERLY MOUNTAIN AVENUE);

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE NORTH 00°02'12" EAST, A DISTANCE OF 35.00 FEET TO A POINT BEING 30.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES FROM, CENTERLINE OF CEDAR AVENUE, SAID POINT ALSO LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID CEDAR AVENUE;

THENCE SOUTH 89°57'48" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING SOUTH 89°57'48" EAST A DISTANCE OF 39.60 FEET TO THE **TRUE POINT OF BEGINNING.**

PARCEL CONTAINS 38,943 SQUARE FEET, OR 0.089 ACRES, MORE OR LESS.

THE OWNERS OF THIS PARCEL ABUTTING THE NEW ALIGNMENT OF MOUNTAIN AVENUE AND CEDAR AVENUE WILL HAVE NO ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL.

EXCEPTING THEREFROM THAT PORTION OF THE NEW ALIGNMENT OF MOUNTAIN AVENUE A 30.00 FOOT WIDE ACCESS OPENING, LYING 15.00 FEET ON EACH SIDE OF POINT "B", AS DESCRIBED ABOVE AND AS SHOWN ON ATTACHED EXHIBIT "B".

REFERENCE IS HEREBY MADE TO RIGHT OF WAY MAP NO. 888-PP, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA.

APPROVED BY 

DATE 6-4-14

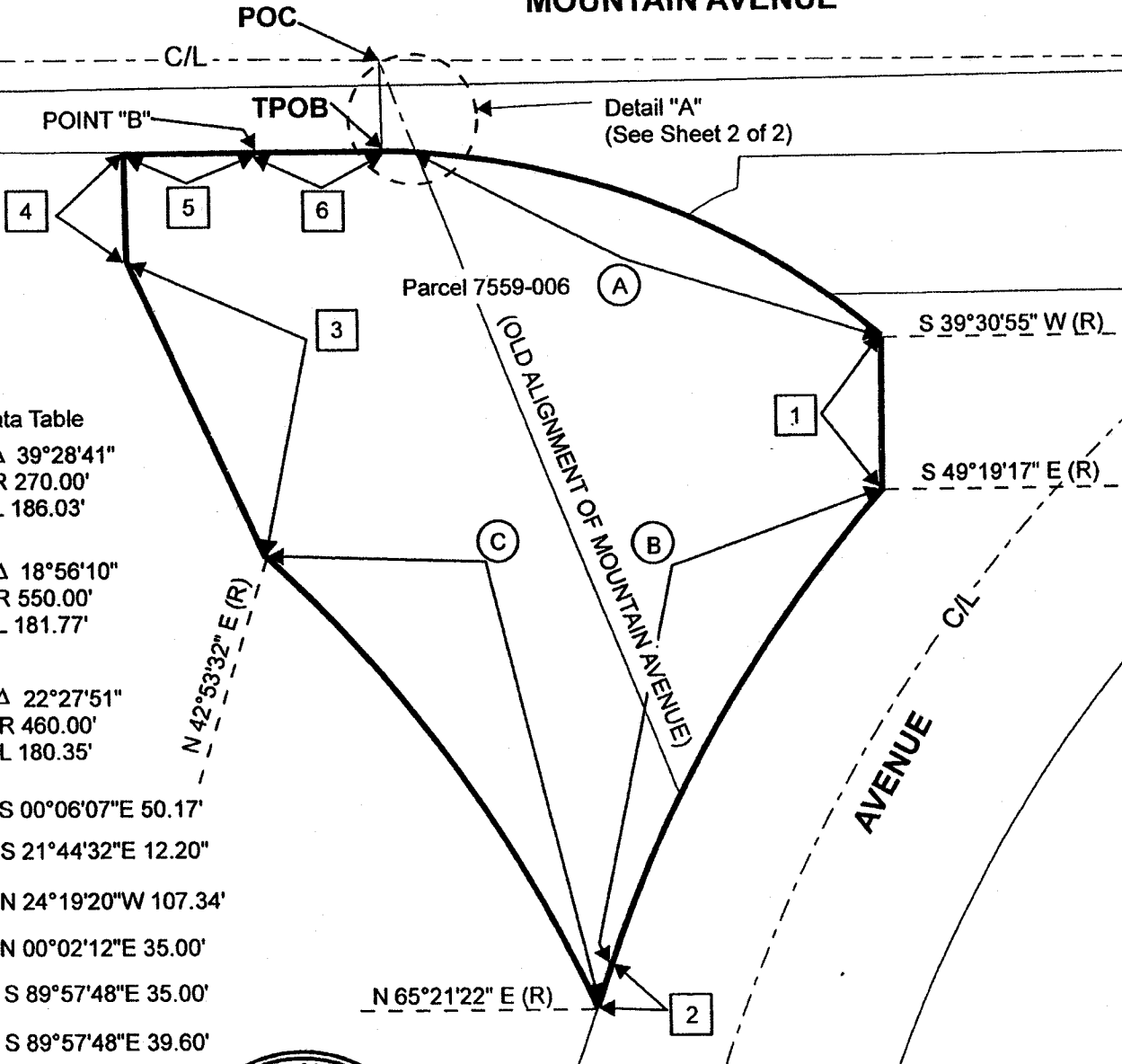


EXHIBIT "B"



NTS
SECTION 5, 6
T 5 S, R 1 E

MOUNTAIN AVENUE



Data Table

(A) Δ 39°28'41"
R 270.00'
L 186.03'

(B) Δ 18°56'10"
R 550.00'
L 181.77'

(C) Δ 22°27'51"
R 460.00'
L 180.35'

1 S 00°06'07"E 50.17'

2 S 21°44'32"E 12.20'

3 N 24°19'20"W 107.34'

4 N 00°02'12"E 35.00'

5 S 89°57'48"E 35.00'

6 S 89°57'48"E 39.60'



EXHIBIT "B"
DETAIL "A"



NTS
SECTION 5, 6
T 5 S, R 1 E

C/L
**MOUNTAIN AVENUE
(FORMERLY CEDAR AVENUE)**

POC

S 00°02'12" W 30.00'

C/L
(OLD ALIGNMENT MOUNTAIN AVENUE)

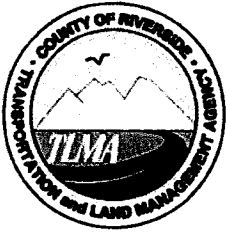
TO POINT "B"
S 89°57'48" E
39.60'

S 89°57'48" E 1.18'

Δ 39°28'41"
R 270.00
L 186.03

POB

SHEET 2 OF 2



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

MEMORANDUM

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

DATE: August 12, 2014
TO: Mary Ann Meyer, Office of the County Clerk
FROM: Russell Williams, Environmental Division Manager
RE: Resolution to Sell Fee Interests in Real Property
W.O.#Z5508000C, Task Code #Z1530

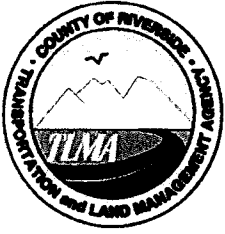
10/22/14 KB
Date Initial

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 2003-138. Attached you will find an authorization to bill by journal voucher in the amount of \$64.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Andrew Huneck. If you have any questions, please contact Andy at (951) 955-1506.

Attachment

cc: file



**COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY**



Juan C. Perez, P.E., T.E.
Director of Transportation

**Transportation Department
NOTICE OF EXEMPTION**

August 12, 2014

PROJECT TITLE: Resolution to Sell Fee Interests in Real Property
Work Order #Z5508000C, Task Code #Z1530

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: Western Riverside County, Valle Vista Community

SUPERVISORIAL DISTRICT: Third

PROJECT DESCRIPTION: The Riverside County Economic Development Agency/Facilities Management and Transportation Department proposes a Resolution to authorizing the sale of fee interest in Real Property located on Cedar Avenue in the Hemet Area.

Riverside County owns certain fee interests in real property identified as Riverside County Assessor's Parcel Numbers 551-200-058 and 551-200-062 consisting of approximately 0.894 total acres of vacant land and depicted on the attached Exhibit "A" (the "Property"). Riverside County desires to dispose of the Property and is authorized to do so pursuant to the California Streets and Highways Code Section 8300 et seq.

The Riverside County Transportation Department Staff conducted a review of the above referenced project and has determined that the proposals qualify for a Categorical Exemption per the California Environmental Quality Act (CEQA) Guidelines and the Riverside County Rules to Implement CEQA.

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

California Environmental Quality Act Guidelines, Section 15312 and Section 15601 (b)(3)

By: Andrew Huneck, Senior Transportation Planner

Signed: *Russell Williams*
Russell Williams, Environmental Division Manager

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION: W.O.#Z5508000C, Task Code Z1530
NUMBER

AMOUNT: \$64.00

DATE: August 12, 2014

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Russell Williams, Environmental Division Manager

Signature: 

PRESENTED BY: Andrew Huneck

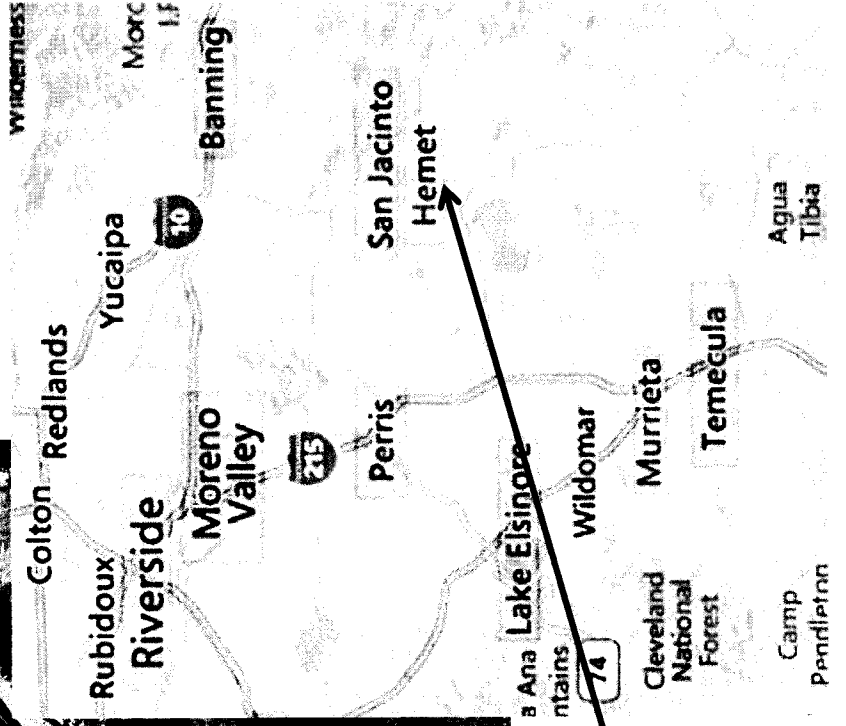
-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____

Attachment A
Cedar Avenue Surplus Property



Subject Property

(0.894 acres – APN's: 551-200-058 and 551-200-062)

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.7

RESOLUTION NO. 91-367
AUTHORIZATION TO SELL REAL PROPERTY
IN THE SAN JACINTO AREA
(Third Supervisorial District)

On motion of Supervisor Larson, seconded by Supervisor Abraham and duly carried by unanimous vote, IT WAS ORDERED that the above entitled resolution is adopted by the following vote, to-wit:

Ayes: Abraham, Cenicerros, Larson and Younglove
Noes: None
Absent: Dunlap

I hereby certify that the foregoing is a full, true and correct copy of an order made and entered on
October 1, 1991 _____ of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: October 1, 1991
Gerald A. Maloney, Clerk of the Board of Supervisors, in and
for the County of Riverside, State of California.

By: Margaret Reagan Deputy

AGENDA NO.

3.7

xc: Co.Counsel, Transportation, GSA/Real Property

ATTACHMENTS FILED

WITH THE CLERK OF THE BOARD

RESOLUTION BOOK

2 RESOLUTION NO. 91-367

3 AUTHORIZATION TO SELL REAL PROPERTY
4 IN THE SAN JACINTO AREA

5 (Third Supervisorial District)

6
7 BE IT RESOLVED, DETERMINED, AND ORDERED by the Board
8 of Supervisors of the County of Riverside, State of California,
9 not less than four-fifths of the members concurring therein, in
10 regular session assembled on October 1, 1991, that the
11 parcel of real property in the San Jacinto area is no longer
12 needed or necessary for County or other public purposes, that
13 the conveyance of real property pursuant to Resolution of
14 Intention No. 91-366, adopted by this Board on September 3, 1991,
15 be authorized, and that the Chairman of the Board is authorized
16 to execute all necessary documents conveying the County's
17 interest in the real property described in Exhibit "A" upon the
18 following terms and conditions:

19 1. That the nature of the real property to be sold
20 and described in Exhibit "A" is an unimproved parcel
21 of land containing a total of approximately 0.890
22 acres, located in the San Jacinto area, County of
23 Riverside, State of California.

24 2. That said parcel of real property shall be sold
25 to Betty and Leo Wesselink, herein called
26 "Purchaser", who are also the abutters, for the total
27 sum of fifty-one thousand and no/100 dollars
28 (\$51,000.00) upon the following terms:

10/1/91
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(a) Cash.

(b) That conveyance of title shall be by quitclaim deed to the Purchaser, subject to covenants, conditions, reservations, restrictions, easements, and rights-of-way record, if any. No representation, either expressed or implied, is made by the County of Riverside pertaining to any permitted land use of said parcels of real property or any possible change in land use, zoning or the availability of public utility services to said parcels. Lack of success in obtaining any land use permits or utility services for said parcel of real property shall not be a basis for the Purchaser to fail or refuse to complete the purchase of said parcel.

3. That title insurance shall be at the Purchaser's option, and if desired by the Purchaser it shall be at the Purchaser's expense.

4. The right to withdraw said parcel of real property from sale is reserved by the County of Riverside.

FORM APPROVED
COUNTY COUNSEL

AUG 23 1991

By _____
County Clerk

Roll Call:

Ayes: Abraham, Cenicerros, Larson, Younglove
Noes: None
Absent: Duniap

AMV/mvp
8/7/91
005055

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

GERALD A. MALONEY, Clerk of said Board
By _____ Deputy

EXHIBIT "A"

PARCEL 7559-006 (BEING A COMBINATION OF PARCELS 7559-003 D
AND 7559-004 A)

COMMENCING AT THE CENTERLINE INTERSECTION OF CEDAR AVENUE (HAVING A SOUTHERLY HALF WIDTH OF 30.00 FEET), AND MOUNTAIN AVENUE (HAVING A BEARING OF S. 21°01'57" E., FORMERLY RECORDED AS S. 21°21'11" E.), AS SHOWN BY MAP ON FILE IN BOOK 33, PAGES 48 THROUGH 62 OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE S. 00°02'12" W., PERPENDICULAR TO THE CENTERLINE OF SAID CEDAR AVENUE, A DISTANCE OF 30.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CEDAR AVENUE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE S. 89°57'48" E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CEDAR AVENUE, A DISTANCE OF 1.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 270.00 FEET;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°28'41", A DISTANCE OF 186.03 FEET;

THENCE S. 00°06'07" E., A DISTANCE OF 50.17 FEET TO A POINT IN A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, FROM AN INITIAL RADIAL LINE BEARING S. 49°19'17" E. THROUGH A CENTRAL ANGLE OF 18°56'10", A DISTANCE OF 181.77 FEET;

THENCE S. 21°44'32" W., A DISTANCE OF 12.20 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF MOUNTAIN AVENUE, AS SHOWN ON AFOREMENTIONED RECORD OF SURVEY, SAID POINT BEING IN A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 460.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID SOUTHWESTERLY LINE OF MOUNTAIN AVENUE FROM AN INITIAL RADIAL LINE BEARING N. 65°21'22" E., THROUGH A CENTRAL ANGLE OF 22°27'51", A DISTANCE OF 180.35 FEET;

THENCE N. 24°19'20" W., A DISTANCE OF 107.34 FEET TO A POINT 65.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CEDAR AVENUE;

THENCE N. 00°02'12" E., A DISTANCE OF 35.00 FEET TO A POINT BEING 30.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES FROM, CENTERLINE CEDAR AVENUE, SAID POINT ALSO LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CEDAR AVENUE;

THENCE S. 89°57'48" E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 35.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

EXHIBIT "A"

THENCE CONTINUING S. 89°57'48" E., A DISTANCE OF 39.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 0.894 ACRES, MORE OR LESS.

THE OWNERS OF THIS PARCEL ABUTTING THE NEW ALIGNMENT MOUNTAIN AVENUE AND CEDAR AVENUE WILL HAVE NO ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL.

EXCEPTING THEREFROM THAT PORTION OF THE NEW ALIGNMENT OF MOUNTAIN AVENUE A 30.00 FOOT WIDE ACCESS OPENING, LYING 15.00 FEET ON EACH SIDE OF POINT "B", AS DESCRIBED ABOVE AND AS SHOWN ON THE ATTACHED EXHIBIT "B".

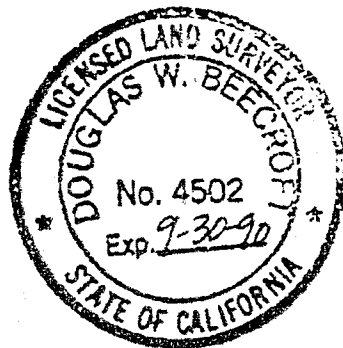
REFERENCE IS HEREBY MADE TO RIGHT-OF-WAY MAP No. 888-PP, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA.

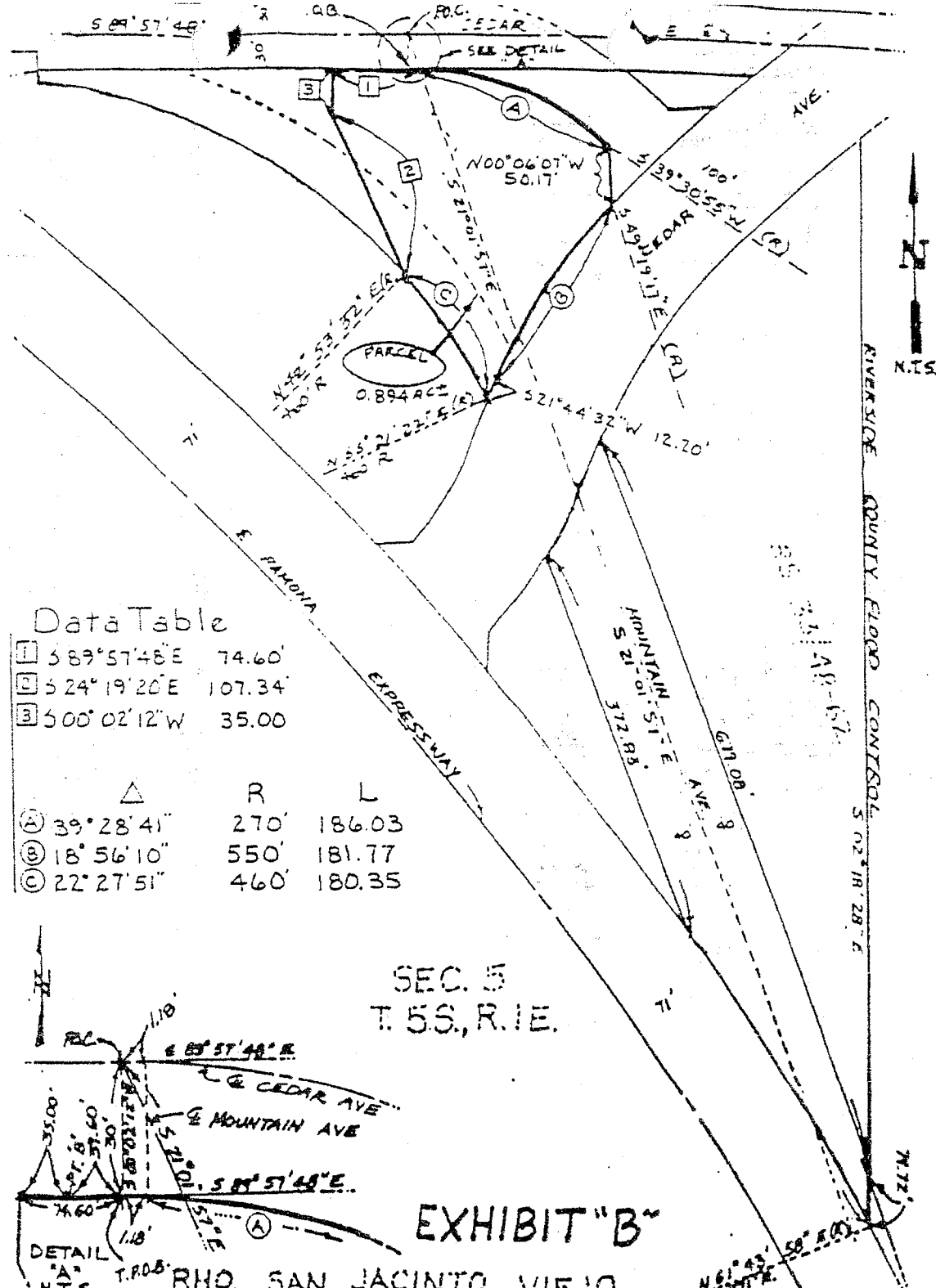
APPROVED BY:

Douglas W. Beecroft

DATE:

July 18, 1990

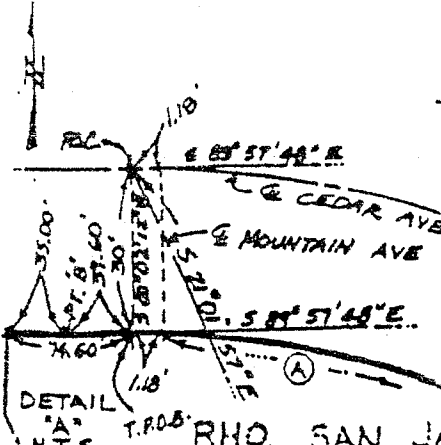




Data Table

①	S 89° 57' 48" E	74.60'
②	S 24° 19' 20" E	107.34'
③	S 00° 02' 12" W	35.00'

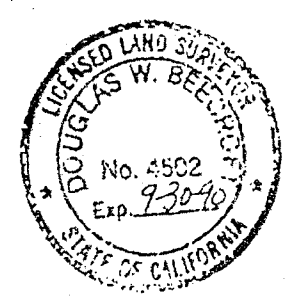
△	R	L	
Ⓐ	39° 28' 41"	270'	186.03
Ⓑ	18° 56' 10"	550'	181.77
Ⓒ	22° 27' 51"	460'	180.35



SEC. 5
T. 5S, R. 1E.

EXHIBIT "B"

RHD. SAN JACINTO VIEJO



**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT
OFFICE OF THE COUNTY SURVEYOR**

PROJECT: *New Ramona Expressway*

PREPARED BY: *Mark Upton*

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SCALE: *Not to scale*

DATE: *7-17-90*

APPROVED BY: *Douglas W. Beeler*
DATE: *July 18, 1990*

W.O. No.: *82-7559*

SHEET *1* OF *1*

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: LEO F. WESSELINK and BETTY R. WESSELINK, Trustees of the LEO F. WESSELINK and BETTY R. WESSELINK 2012 Revocable Trust

SELLER: COUNTY OF RIVERSIDE, a political subdivision of the State of California

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," commonly referred to as the Cedar Avenue Surplus Parcels, described in the Preliminary Report attached hereto as "Attachment 1," upon the terms and conditions as stated herein. The total consideration that BUYER will pay to SELLER for the Property ("Purchase Price") is:

Thirty-Five Thousand Dollars
(\$35,000)

1. TERM OF OFFER

1.1 This offer will remain open and will not be revoked by BUYER for the period commencing with the date of execution of this agreement by BUYER and ending on the earlier of:

- A. 100 days thereafter; or
- B. Receipt of written notice from SELLER that the offer has been rejected.

1.2 Within 100 days after the execution of this agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 100 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

1.3 SELLER may accept this offer after expiration of such 100 day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

1.4 BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This agreement is not binding upon SELLER until the offer is accepted in the manner prescribed herein and BUYER complies fully with each and every term and condition contained herein.

2. REJECTION OR WITHDRAWAL OF OFFER

Should SELLER fail to accept or reject this offer within the 100 day period specified in Clause 1 (Term of Offer), BUYER may withdraw the offer by providing written notice to SELLER at no cost to BUYER.

3. EFFECTIVE DATE

The Effective Date is the date on which this Offer and Agreement to Purchase Real Property is approved and fully executed by the Buyer and Seller as listed on the signature page of this agreement.

4. ESCROW

4.1 Upon mutual execution of this agreement, the Seller will open Escrow with Lawyers Title Company, hereinafter referred to as the "Escrow Holder." BUYER and SELLER agree to execute escrow instructions as reasonably required by the Escrow Holder and shall provide for close of escrow within 60 days after the opening of Escrow, or sooner if it is mutually desirable to BUYER and SELLER. The term of Escrow shall not be extended unless authorized in writing by SELLER.

4.2 Close of escrow shall be the date that the documents are recorded. If BUYER fails to perform within the 60-day term, then the SELLER has the right to terminate escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Clause 15 (Liquidated Damages).

5. DEPOSITS

5.1 Within 10 days after opening of Escrow, BUYER shall deposit into escrow the sum of Two Thousand Eight Hundred Twenty Dollars (\$2,820) ("Deposit") equal to the five percent (5%) of the Purchase Price, escrow and title cancellation fees. This Deposit shall be applied to BUYER's closing costs, provided escrow is not canceled.

5.2 In the event BUYER fails, for any reason whatsoever, to pay into escrow within such 10-day period the amounts specified in this clause, SELLER may cancel escrow.

5.3 The Deposit specified in this clause shall constitute a portion of the Purchase Price. The balance of the Purchase Price shall be paid and deposited into escrow by BUYER as provided in Clause 8 (Delivery of Documents and Funds).

6. BUYER'S COSTS

6.1 BUYER shall pay the following closing costs in connection with this purchase:

- A. The standard owner's title insurance policy; if Buyer desires to purchase;
- B. The escrow fee;
- C. Lender's title insurance policy, if any;
- D. Documentary transfer tax;
- E. Water stock transfer fees, if any; and
- F. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees.

6.2 If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any escrow and title cancellation fees.

7. SELLER'S COSTS

7.1 SELLER shall pay the following closing costs in connection with this purchase:

None

7.2 All other closing costs shall be borne by BUYER.

8. DELIVERY OF DOCUMENTS AND FUNDS

8.1 SELLER shall deliver to Escrow Holder within a 10 day period after opening escrow a Quitclaim Deed, in the form attached hereto as "Attachment 2," and such other documents as are required to transfer title to the Property and consummate the transaction.

8.2 Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

- A. The balance of the Purchase Price; and
- B. An amount sufficient to pay for all of BUYER's closing costs, as calculated by the Escrow Holder.

8.3 All payments specified in this clause shall be by cash, cashier's check, or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at close of escrow.

9. TITLE

9.1 If Buyer chooses to purchase a standard coverage owner's title insurance policy with liability equal to the Purchase Price, it shall be supplied by Lawyers Title Company.

9.2 Title shall be subject to:


- A. Exceptions shown on Schedule B-Section B of the Preliminary Title Report, Attachment 1, attached hereto

9.3 If SELLER is unable to deliver title to the Property as set forth above and provided BUYER is not in default of this Agreement, BUYER shall have the option to:

- A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
- B. Terminate this agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of

all money paid hereunder except costs already expended by the Buyer for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

10. VESTING

Title to the Property to be conveyed pursuant to this Agreement shall be vested as set forth by BUYER below. Verify and initial 

Leo F. Wesselink and Betty R. Wesselink, Trustees of the Leo F. Wesselink and Betty R. Wesselink 2012 Revocable Trust

BUYER IS AWARE THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES AND HAS GIVEN THIS MATTER SERIOUS CONSIDERATION.

11. PRORATIONS

Property taxes shall not be prorated to the close of escrow. Buyer is responsible for taxes that are or may be due and payable at the Close of Escrow. There shall be no other prorations made in connection with this purchase.

12. TAXES

THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After Close of Escrow, a Supplemental Tax Bill will be issued which shall be the responsibility of BUYER to pay.

13. POSSESSION

Possession and occupancy of the Property shall be delivered to BUYER at Close of Escrow.

14. PROPERTY SOLD IN "AS-IS" CONDITION

14.1 BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property square footage, dimensions, lot size, and any improvements;
- B. Property lines and boundaries;
- C. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- D. Water and utility availability and use restrictions;

- E. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- F. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- G. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances.

14.2 BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to purchase the Property in "as-is" condition.

15. LIQUIDATED DAMAGES

IF BUYER FAILS TO PROCEED WITH THE PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. BY INITIALING THIS PARAGRAPH, BUYER AND SELLER AGREE THAT, IN SUCH EVENT, SELLER SHALL RETAIN AS LIQUIDATED DAMAGES THE LESSER OF THE TOTAL DEPOSITS ACTUALLY PAID BY BUYER, OR ANY AMOUNT THEREFROM, NOT EXCEEDING 3% OF THE PURCHASE PRICE, AND SHALL PROMPTLY RETURN ANY EXCESS TO BUYER.

SELLER's Initials /

BUYER's Initials *ZWBW*

Failure to initial the paragraph above renders this offer non-responsive and the offer will be returned to BUYER without consideration of SELLER.

16. PERMITS AND LICENSES

BUYER shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of the Property. No permit, approval, or consent given to BUYER by SELLER, in its governmental capacity, shall affect or limit BUYER's obligations hereunder. No approvals or consents given by SELLER, as a party to this agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

17. ASSIGNMENT

This agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such

ZWBW
(Initial)

Assessor's Parcel Nos.: 551-200-058 and 551-200-062

Property Location: South side of Cedar Avenue, 2 parcels east of Ramona Expressway, Unincorporated county area of Hemet, Riverside County, California

sale, assignment, or transfer void. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

18. SUCCESSORS IN INTEREST

Subject to the restrictions in Clause 17 (Assignment), this Agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

19. PARTIAL INVALIDITY

This agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

20. NOTICES

All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, SELLER may also provide notices, documents, correspondence, or such other communications to BUYER by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt if provided by personal delivery or 48 hours after mailing if provided by regular mail.

SELLER

County of Riverside
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, CA 92501
(951) 955-9277

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

BUYER

Leo and Betty Wesselink
9590 Naimiento Lake Drive
Paso Robles, CA 93446

(951) 232-2130

21. BROKER'S FEES

BUYER nor SELLER is represented by a real estate broker and does not request a commission be paid by SELLER.

SELLER's Initials /

BUYER's Initials *LW BW*

LW BW
(Initial)

SELLER and BUYER each represent and warrant to one another that, such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If BUYER is in fact represented in this sale, upon and only upon the Closing, BUYER shall be solely responsible for payment of any commissions due to BUYER'S Broker as may be set forth in a separate written agreement between BUYER and BUYER'S Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by BUYER. SELLER is not responsible for any fees associated with any claims by a broker or third party.

22. MISCELLANEOUS.

22.1 Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.

22.2 Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

22.3 Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

22.4 Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.

22.5 Time of Essence. The parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.

22.6 Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Attachments thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of

Assessor's Parcel Nos.: 551-200-058 and 551-200-062

Property Location: South side of Cedar Avenue, 2 parcels east of Ramona Expressway, Unincorporated county area of Hemet, Riverside County, California

this Agreement.

22.7 Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

23. SIGNATURES

This Agreement will have no force or effect whatsoever unless and until it is signed by each of the two transacting parties.

24. AMENDMENTS

This agreement contains the sole and only agreement between BUYER and SELLER relating to this offer and agreement to purchase the Property described herein. All negotiations and agreements between BUYER and SELLER are merged into this agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both BUYER and SELLER.

25. ATTACHMENTS

This agreement includes the following, which are attached and made a part hereof:

Attachment 1: Preliminary Title Report

Attachment 2: Quitclaim Deed

Assessor's Parcel Nos.: 551-200-058 and 551-200-062

Property Location: South side of Cedar Avenue, 2 parcels east of Ramona Expressway, Unincorporated county area of Hemet, Riverside County, California

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

BUYER

LEO F. WESSELINK and BETTY R. WESSELINK,
Trustees of the Leo F. Wesselink and
Betty R. Wesselink 2012 Revocable Trust

By: Leo F. Wesselink
Leo F. Wesselink, Trustee

By: Betty R. Wesselink
Betty R. Wesselink, Trustee

SELLER has considered and accepts this offer on this date of October 21,
2014.

SELLER

COUNTY OF RIVERSIDE

By: Jeff Stone
Jeff Stone, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

SV:ra/060414/238FM/16.902 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.902.doc

Leo F. Wesselink
(Initial)

Assessor's Parcel Nos.: 551-200-058 and 551-200-062

Property Location: South side of Cedar Avenue, 2 parcels east of Ramona Expressway, Unincorporated county area of Hemet, Riverside County, California

ATTACHMENT "1"
Preliminary Title Report


(initial)



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

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

Title Officer: Special Projects/ Joe Lardieri-So

email: jlardieri@ltic.com
Phone No.:
Fax No.:
File No.: 614600072

Attn: Bonnie Perez

Your Reference No: 238FM

Property Address: Riverside , California

PRELIMINARY REPORT

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

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

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

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

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

LW B.D.

SCHEDULE A

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

ALTA Owners 2006

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

A FEE

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

County of Riverside, a body corporate and politic

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

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

Lv B.W.

EXHIBIT "A"

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

Parcel 1:

All that portion of the Southwest One Quarter of Section 5, Township 5 South, Range 1 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, being a portion of Rancho San Jacinto Viejo, and being more particularly described as follows:

Parcel 7559-004A, described in Deed to the County of Riverside, a body corporate and politic, recorded July 11, 1989 as Instrument No. 230571 of Official Records of Riverside County, California;

Together with Parcel 7559-003D described in Deed to the County of Riverside recorded October 19, 1990 as Instrument No. 384853 of Official Records of Riverside County, California.

Assessor's Parcel No: 551-200-058 (Portion)

Parcel 2:

All that portion of the Southwest One Quarter of Section 5, Township 5 South, Range 1 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, being a portion of Rancho San Jacinto Viejo, and being more particularly described as follows:

Parcel 5288-001A described in Resolution No. 90-325 summarily vacating a portion of Mountain Avenue in the Hemet area, recorded June 29, 1990 as Instrument No. 242516 of Official Records of Riverside County, California, excepting therefrom all that portion thereof described as Parcel C in Grant Deed recorded November 8, 1990 as Instrument No. 411246 of Official Records of Riverside County, California.

Assessor's Parcel No: 551-200-062, 551-200-058 (Portion)

FW *SW*

SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

L.W. S.W.

SCHEDULE B – Section B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.
- B. No taxes are due or payable at this time. Said Property is currently owned by a Governmental Agency.
- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) in favor of the public over any existing roads lying within said Land.
- 3. A right of way for one ditch, flume or other aqueduct, across the lands of any other owner lying between him and the San Jacinto River, as reserved to each and every owner of lands in the Rancho San Jacinto Viejo, his heirs and assigns, by decree of Partition of said Rancho recorded in Book 43, Page 161 of Deeds, San Diego County Records.

The exact location and extent of said easement is not disclosed of record.

- 4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	California Electric Power Company
Purpose:	the transmission and distribution of electricity
Recording Date:	May 5, 1961
Recording No:	as <u>Instrument No. 38577</u> of Official Records
Affects:	said land more particularly described therein

- 5. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 33, Pages 48 through 62, inclusive, Record of Surveys

- 6. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 48, Page 45 of Record of Surveys

- 7. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 51, Page 28 of Record of Surveys

KW
JW

8. Resolution No. 90-325 Summarily Vacating a Portion of Mountain Avenue in the Hemet Area

Recording Date: June 29, 1990
Recording No.: as Instrument No. 242516 of Official Records

Said instrument provides or establishes:

Excepting and reserving from the vacation and abandonment an easement for any existing public service facilities, together with the right to maintain, operate, replace, remove, renew such facilities, pursuant to Section 8340 of the Streets and Highways Code.

9. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

10. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

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

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

11. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

AW DW

REQUIREMENTS SECTION:

NONE

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[Signature]

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the *general location of the subject property*. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

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

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

Processor: cph
Date Typed: May 28, 2014

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J.W.

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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 [Signature]

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:
1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

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

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

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

OR

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

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

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

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7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk II(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

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J.W.



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

Order No. 614600072

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC - Lawyers Title Company

FNF Underwriter
CLTIC - Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

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

EMPLOYEE RATE (LTC and CLTIC)

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

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**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

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

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

Collection and Use of Information

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

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

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

Information collected by FNF is used for three main purposes:

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

Additional Ways Information is Collected Through the Website

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

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

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

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

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

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

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

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

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

When Information Is Disclosed By FNF

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

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

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

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

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

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

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

Information from Children

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

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

Privacy Outside the Website

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

Handwritten initials: F W J.C.

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

European Union Users

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

Choices with Your Personal Information

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

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

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

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

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

Access and Correction

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

Your California Privacy Rights

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

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

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

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

Your Consent to This Privacy Notice

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

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

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

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

FNF
J.W.
D.W.

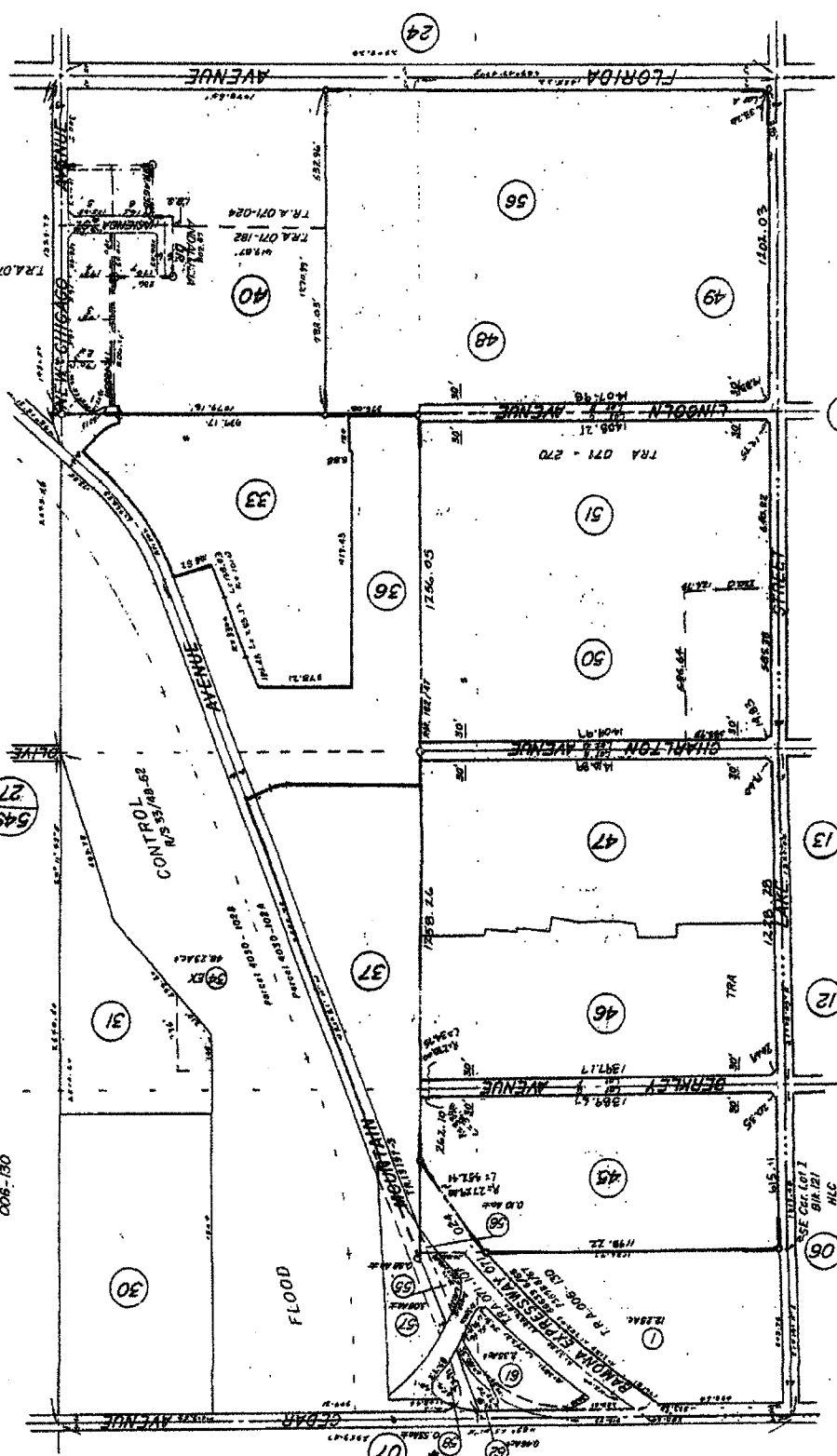
551-20
13-21
-22

T. R. A. 071-024
071-078
071-107
071-182
071-270
006-130

POR. RANCHO SAN JACINTO VIEJO, T. 5S, R. 1E

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY
MAY 08 2006

1" = 400'



ASSESSOR'S MAP BK. 551 PG. 20
RIVERSIDE COUNTY, CALIF.

DATA: R/S 33/48-52, 48/45, 51/38
M.B. 1/14, 15, 6/10/50, 50/60-61
C.S. 64, 65, 67, 700-11
RSUV-1882

Rancho San Jacinto Viejo-1882
M.B. 80/7-8 Tract No. 4635-1
P.M. 162/47-50 Parcel Map No. 24398

JUNE 1970

DATE	OLD NO.	NEW NO.	REMARKS
1/1/70	27	27	
1/1/70	28	28	
1/1/70	29	29	
1/1/70	30	30	
1/1/70	31	31	
1/1/70	32	32	
1/1/70	33	33	
1/1/70	34	34	
1/1/70	35	35	
1/1/70	36	36	
1/1/70	37	37	
1/1/70	38	38	
1/1/70	39	39	
1/1/70	40	40	
1/1/70	41	41	
1/1/70	42	42	
1/1/70	43	43	
1/1/70	44	44	
1/1/70	45	45	
1/1/70	46	46	
1/1/70	47	47	
1/1/70	48	48	
1/1/70	49	49	
1/1/70	50	50	
1/1/70	51	51	
1/1/70	52	52	
1/1/70	53	53	
1/1/70	54	54	
1/1/70	55	55	
1/1/70	56	56	

[Handwritten signature]

Assessor's Parcel Nos.: 551-200-058 and 551-200-062

Property Location: South side of Cedar Avenue, 2 parcels east of Ramona Expressway, Unincorporated county area of Hemet, Riverside County, California

ATTACHMENT "2"
Quitclaim Deed Form

R. W. J. D.
(Initial)

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

FREE RECORDING
This instrument is for the benefit of
County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)
SV:ra/052314/238FM/16.901

Space above this line reserved for Recorder's Use

PROJECT: CEDAR SURPLUS PROPERTY
APNS: 551-200-058 and 551-200-062

QUITCLAIM DEED

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Grantor,

does hereby remise, release and forever quitclaim to LEO F. WESSELINK and BETTY R. WESSELINK, Trustees of the LEO F. WESSELINK and BETTY R. WESSELINK 2012 REVOCABLE TRUST, as Grantee, all of Grantor's right, title, and interest in and to that certain fee simple interests in real property located in Riverside County, California, described in Exhibit "A" and shown on Exhibit "B", attached hereto and incorporated by reference.

Dated: _____

GRANTOR:
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____
Jeff Stone, Chairman
Board of Supervisors

JW

JW

PROJECT: CEDAR SURPLUS PROEPRTY
APNS: 551-200-058 and 551-200-062

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]

fw
fw

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 7559-006 (BEING A COMBINATION OF PARCELS 7559-003D AND 7559-004A)

COMMENCING AT THE CENTERLINE INTERSECTION OF MOUNTAIN AVENUE (FORMERLY CEDAR AVENUE) (HAVING A SOUTHERLY HALF WIDTH OF 30.00 FEET), AND MOUNTAIN AVENUE (OLD ALIGNMENT) (HAVING A BEARING OF SOUTH 21°01'57" EAST, FORMERLY RECORDED AS SOUTH 21°21'11" EAST), AS SHOWN BY RECORD OF SURVEY FILED IN BOOK 33, PAGES 48 THROUGH 62, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00°02'12" WEST, PERPENDICULAR TO THE CENTERLINE OF SAID CEDAR AVENUE, A DISTANCE OF 30.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID CEDAR AVENUE, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°57'48" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CEDAR AVENUE, A DISTANCE OF 1.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 270.00 FEET;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°28'41", A DISTANCE OF 186.03 FEET;

THENCE SOUTH 00°06'07" EAST, A DISTANCE OF 50.17 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°56'10" A DISTANCE OF 181.77 FEET, WITH AN INITIAL RADIAL BEARING OF SOUTH 49°19'17" EAST;

THENCE SOUTH 21°44'32" WEST, A DISTANCE OF 12.20 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF MOUNTAIN AVENUE, AS SHOWN ON AFOREMENTIONED RECORD OF SURVEY, SAID POINT BEING IN A NON-TANGENT CURVE, CONCAVE SOUTHEWESTERLY, AND HAVING A RADIUS OF 460.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID SOUTHWESTERLY LINE OF MOUNTAIN AVENUE, THROUGH A CENTRAL ANGLE OF 22°27'51", A DISTANCE OF 180.35 FEET, WITH AN INITIAL RADIAL BEARING OF NORTH 65°21'22" EAST;

THENCE NORTH 24°19'20" WEST, A DISTANCE OF 107.34 FEET TO A POINT 65.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CEDAR AVENUE (FORMERLY MOUNTAIN AVENUE);

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE NORTH 00°02'12" EAST, A DISTANCE OF 35.00 FEET TO A POINT BEING 30.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES FROM, CENTERLINE OF CEDAR AVENUE, SAID POINT ALSO LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID CEDAR AVENUE;

THENCE SOUTH 89°57'48" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING SOUTH 89°57'48" EAST A DISTANCE OF 39.60 FEET TO THE **TRUE POINT OF BEGINNING.**

PARCEL CONTAINS 38,943 SQUARE FEET, OR 0.089 ACRES, MORE OR LESS.

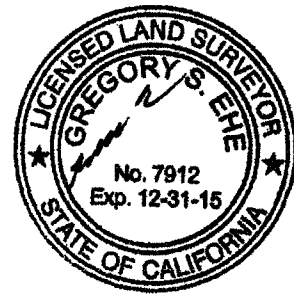
THE OWNERS OF THIS PARCEL ABUTTING THE NEW ALIGNMENT OF MOUNTAIN AVENUE AND CEDAR AVENUE WILL HAVE NO ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL.

EXCEPTING THEREFROM THAT PORTION OF THE NEW ALIGNMENT OF MOUNTAIN AVENUE A 30.00 FOOT WIDE ACCESS OPENING, LYING 15.00 FEET ON EACH SIDE OF POINT "B", AS DESCRIBED ABOVE AND AS SHOWN ON ATTACHED EXHIBIT "B".

REFERENCE IS HEREBY MADE TO RIGHT OF WAY MAP NO. 888-PP, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA.

APPROVED BY *[Signature]*

DATE 6-4-14



[Handwritten initials]

EXHIBIT "B"



NTS
SECTION 5, 6
T 5 S, R 1 E

MOUNTAIN AVENUE

POC

C/L

POINT "B"

TPOB

Detail "A"
(See Sheet 2 of 2)

4

5

6

Parcel 7559-006

(A)

S 39°30'55" W (R)

3

(OLD ALIGNMENT OF MOUNTAIN AVENUE)

1

S 49°19'17" E (R)

Data Table

(A) Δ 39°28'41"
R 270.00'
L 186.03'

(B) Δ 18°56'10"
R 550.00'
L 181.77'

(C) Δ 22°27'51"
R 460.00'
L 180.35'

1 S 00°06'07"E 50.17'

2 S 21°44'32"E 12.20"

3 N 24°19'20"W 107.34'

4 N 00°02'12"E 35.00'

5 S 89°57'48"E 35.00'

6 S 89°57'48"E 39.60'

N 42°53'32" E (R)

C/L

AVENUE

N 65°21'22" E (R)

2

CEDAR



SHEET 1 OF 2

FW

J.W.

EXHIBIT "B"

DETAIL "A"



NTS
SECTION 5, 6
T 5 S, R 1 E

**MOUNTAIN AVENUE
(FORMERLY CEDAR AVENUE)**

POC

C/L

S 00°02'12" W 30.00'

C/L (OLD ALIGNMENT MOUNTAIN AVENUE)

TO POINT "B"
S 89°57'48" E
39.60'

S 89°57'48" E 1.18'

Δ 39°28'41"
R 270.00
L 186.03

POB

SHEET 2 OF 2

RW
SW

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

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

SV:ra/051514/238FM/16.901

Space above this line reserved for Recorder's Use

PROJECT: CEDAR SURPLUS PROPERTY
APNS: 551-200-058 and 551-200-062

QUITCLAIM DEED

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Grantor,

does hereby remise, release and forever quitclaim to LEO F. WESSELINK and BETTY R. WESSELINK, Trustees of the LEO F. WESSELINK and BETTY R. WESSELINK 2012 REVOCABLE TRUST, as Grantee, all of Grantor's right, title, and interest in and to that certain fee simple interests in real property located in Riverside County, California, described in Exhibit "A" and shown on Exhibit "B", attached hereto and incorporated by reference.

Dated: October 21, 2014

GRANTOR:
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: Jeff Stone
Jeff Stone, Chairman
Board of Supervisors

ATTEST:
KECIA HARPER-JHEM, Clerk
By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 8-21-14
SYNTHIA M. GUNZEL DATE

OCT 21 2014 3 16

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

On October 21, 2014, before me, Karen Barton, Board Assistant, personally appeared Jeff Stone, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

PROJECT: CEDAR SURPLUS PROEPRTY
APNS: 551-200-058 and 551-200-062

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal:

Signature _____

[SEAL]

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 7559-006 (BEING A COMBINATION OF PARCELS 7559-003D AND 7559-004A)

COMMENCING AT THE CENTERLINE INTERSECTION OF MOUNTAIN AVENUE (FORMERLY CEDAR AVENUE) (HAVING A SOUTHERLY HALF WIDTH OF 30.00 FEET), AND MOUNTAIN AVENUE (OLD ALIGNMENT) (HAVING A BEARING OF SOUTH 21°01'57" EAST, FORMERLY RECORDED AS SOUTH 21°21'11" EAST), AS SHOWN BY RECORD OF SURVEY FILED IN BOOK 33, PAGES 48 THROUGH 62, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00°02'12" WEST, PERPENDICULAR TO THE CENTERLINE OF SAID CEDAR AVENUE, A DISTANCE OF 30.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID CEDAR AVENUE, SAID POINT ALSO BEING **THE TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°57'48" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CEDAR AVENUE, A DISTANCE OF 1.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 270.00 FEET;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°28'41", A DISTANCE OF 186.03 FEET;

THENCE SOUTH 00°06'07" EAST, A DISTANCE OF 50.17 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°56'10" A DISTANCE OF 181.77 FEET, WITH AN INITIAL RADIAL BEARING OF SOUTH 49°19'17" EAST;

THENCE SOUTH 21°44'32" WEST, A DISTANCE OF 12.20 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF MOUNTAIN AVENUE, AS SHOWN ON AFOREMENTIONED RECORD OF SURVEY, SAID POINT BEING IN A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 460.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG SAID SOUTHWESTERLY LINE OF MOUNTAIN AVENUE, THROUGH A CENTRAL ANGLE OF 22°27'51", A DISTANCE OF 180.35 FEET, WITH AN INITIAL RADIAL BEARING OF NORTH 65°21'22" EAST;

THENCE NORTH 24°19'20" WEST, A DISTANCE OF 107.34 FEET TO A POINT 65.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CEDAR AVENUE (FORMERLY MOUNTAIN AVENUE);

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE NORTH 00°02'12" EAST, A DISTANCE OF 35.00 FEET TO A POINT BEING 30.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES FROM, CENTERLINE OF CEDAR AVENUE, SAID POINT ALSO LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID CEDAR AVENUE;

THENCE SOUTH 89°57'48" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING SOUTH 89°57'48" EAST A DISTANCE OF 39.60 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 38,943 SQUARE FEET, OR 0.089 ACRES, MORE OR LESS.

THE OWNERS OF THIS PARCEL ABUTTING THE NEW ALIGNMENT OF MOUNTAIN AVENUE AND CEDAR AVENUE WILL HAVE NO ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL.

EXCEPTING THEREFROM THAT PORTION OF THE NEW ALIGNMENT OF MOUNTAIN AVENUE A 30.00 FOOT WIDE ACCESS OPENING, LYING 15.00 FEET ON EACH SIDE OF POINT "B", AS DESCRIBED ABOVE AND AS SHOWN ON ATTACHED EXHIBIT "B".

REFERENCE IS HEREBY MADE TO RIGHT OF WAY MAP NO. 888-PP, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA.

APPROVED BY *[Signature]*

DATE 6-4-14





EXHIBIT "B"

NTS
SECTION 5, 6
T 5 S, R 1 E

MOUNTAIN AVENUE

POC

C/L

POINT "B"

TPOB

Detail "A"
(See Sheet 2 of 2)

4

5

6

Parcel 7559-006

(A)

3

S 39°30'55" W (R)

Data Table

(A) Δ 39°28'41"
R 270.00'
L 186.03'

(B) Δ 18°56'10"
R 550.00'
L 181.77'

(C) Δ 22°27'51"
R 460.00'
L 180.35'

1 S 00°06'07"E 50.17'

2 S 21°44'32"E 12.20"

3 N 24°19'20"W 107.34'

4 N 00°02'12"E 35.00'

5 S 89°57'48"E 35.00'

6 S 89°57'48"E 39.60'

S 49°19'17" E (R)

N 42°53'32" E (R)

(C)

(B)

(OLD ALIGNMENT OF MOUNTAIN AVENUE)

AVENUE C/L

N 65°21'22" E (R)

2

CEDAR



EXHIBIT "B"

DETAIL "A"



NTS
SECTION 5, 6
T 5 S, R 1 E

**MOUNTAIN AVENUE
(FORMERLY CEDAR AVENUE)**

POC

C/L

S 00°02'12" W 30.00'

C/L
(OLD ALIGNMENT MOUNTAIN AVENUE)

TO POINT "B"
S 89°57'48" E
39.60'

S 89°57'48" E 1.18'

Δ 39°28'41"
R 270.00
L 186.03

POB

SHEET 2 OF 2