

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRAMOS  
 DATE: 8/10/16

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

343



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
August 10, 2016

**SUBJECT:** Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the City of Banning, County of Riverside, State of California; Resolution No. 2016-132, Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 5 [\$30,000] 100% Sale Proceeds

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15312 (a)(b)(3) Sale of Surplus Government Property Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption;
2. Conduct a public hearing on August 23, 2016, to open written bids and call for oral bidding for certain real property located in the City of Banning, Riverside County, State of California, Assessor's Parcel Number 543-140-018;

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 30,000	\$ 0	\$ 30,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> 100% Sale Proceeds				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2016/17	

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

APPROVE  
 BY: *Rohini Dasika*  
 Rohini Dasika

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that the highest bid from Guaranty Investment Company, Inc./Toyin Dawodu is accepted in the amount of \$165, 375.

**Ayes:** Jeffries, Tavaglione, Washington, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** August 23, 2016  
**xc:** EDA, Recorder

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

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

**Prev. Agn. Ref.:** District: 5 **Agenda Number:**

9-2

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

Economic Development Agency

**FORM 11:** Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the City of Banning, County of Riverside, State of California; Resolution No. 2016-132, Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 5 [\$30,000] 100% Sale Proceeds

**DATE:** August 10, 2016

**PAGE:** 2 of 3

**RECOMMENDED MOTION: (Continued)**

3. At the close of the public hearing accept one bid or reject all bids, and/or continue the matter for further consideration;
4. Acceptance of Highest Bid, Authorization to Sell and Approval of Agreement – Optional Motions for the Board’s Selection:
  - a. In the event that the Board desires to accept the highest bid, adopt Resolution No. 2016-132 Authorization to Sell Real Property located in the City of Banning, County of Riverside, State of California; Approval of Offer and Agreement to Purchase Real Property, Assessor’s Parcel Number 543-140-018 to authorize the sale and approve the agreement with the successful bidder to move forward with the sales transaction;  
OR
  - b. In the event that no bids are received or the Board rejects all bids, the Board authorizes EDA – Real Estate to continue to market the subject Property for sale and return to the Board for consideration of any reasonable offer.
5. If an offer is accepted by the Board of Supervisors during the public hearing, reimburse the Real Property Real Estate Division of the Economic Development Agency in an amount not to exceed \$30,000 from proceeds of the accepted offer;
6. Authorize the Sale Proceeds to be deposited into the General Fund Sub-Fund 11183; and
7. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

**BACKGROUND:**

**Summary**

On July 12, 2016, the Board of Supervisors adopted Resolution No. 2016-131, Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Banning, County of Riverside, State of California, declaring the real property to be surplus property and invited bids to acquire the Property at the date set for the bids to be reviewed and considered by the Board. The property identified by Assessor’s Parcel Number 543-140-018 consists of 0.30 acres or 13,068 square feet of improved land, and contains a 1,458 square feet single family residence having four bedrooms, two bathrooms and a two-car garage. It is located at 484 Wesley Street in Banning, Riverside County.

The minimum bid shall be \$140,000, which is based on a recent appraisal conducted on the property. For efficiency in the public bidding process, after all the bids, both written and oral, have been reviewed and considered by the Board, the Board may choose to accept the highest bid, authorize to sell the real property, approve the agreement for the purchase and sale of the property and direct the Chairman of the Board to execute the agreement and the deed at the close of the public hearing. In the event that no bids are received or the Board desires to reject all bids reviewed and considered, the Board may authorize the Economic Development Agency – Real Estate Division (EDA) to continue to market this Property for sale. If a party is interested in purchasing the Property, the Real Estate Division will work to form the submitted bid terms into a Purchase and Sale Agreement, and shall be submitted to the Board for its review and consideration on whether to accept the proposal.

(Continued)

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

Economic Development Agency

**FORM 11:** Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the City of Banning, County of Riverside, State of California; Resolution No. 2016-132, Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property; CEQA Exempt; District 5 [\$30,000] 100% Sale Proceeds

**DATE:** August 10, 2016

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary** (Continued)

Pursuant to the California Environmental Quality Act (CEQA), the Sale was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Sections 15061 (b)(3) General Rule Exemption and 15312 (a)(b)(3) – Surplus Government Property Sales. The proposed project is the sale of real property that is no longer needed for the use by or purposes of the County does not have significant value for wildlife habitat or other environmental purposes, and the use of the property has not changed since the time of use by the County.

Resolution No. 2016-132, the Offer and Agreement to Purchase Real Property have been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The estimated net proceeds from this disposition will be used for the demolition of two County owned residential structures deemed beyond repair, located on two separate properties that are adjacent to the Smith Correctional Facility. The sale will also eliminate the County’s on-going maintenance and risk obligations and return the property to private use and tax rolls. The completion of this buffer zone will benefit the community that surrounds this County facility.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Real Estate Division of the Economic Development Agency will be reimbursed for any and all costs associated with the sale of this property, as itemized below, through the gross proceeds of this sale. The total estimated net proceeds of \$110,000 will be deposited into fund 11183. No net county costs will be incurred and no budget adjustment is necessary.

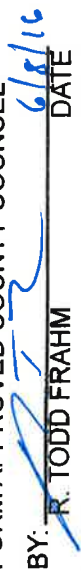
Minimum bid	\$ 140,000
MAI Appraisal Costs	\$ 3,700
Advertising Costs	\$ 1,500
Total County Staff Costs	\$ 24,800
<b>Total Estimated Net Proceeds</b>	<b>\$ 110,000</b>

Attachments:

Resolution No. 2016-132 with Exhibit A

Aerial Image

CEQA Notice of Exemption

FORM APPROVED COUNTY COUNSEL  
BY:  R. TODD FRAHM  
DATE: 6/8/16

1 Board of Supervisors

County of Riverside

2 **RESOLUTION NO. 2016-132**

3 **ACCEPTANCE OF THE HIGHEST BID AND AUTHORIZATION TO SELL REAL PROPERTY**  
4 **LOCATED IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;**  
5 **APPROVAL OF OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY**  
6 **(ASSESSOR'S PARCEL NUMBER 543-140-018)**

7  
8 **WHEREAS**, the County of Riverside ("County") owns certain real property consisting of  
9 0.30 acres or 13,068 square feet of improved land. The subject property contains a 1,458  
10 square feet single family residence having four bedrooms, two bathrooms and a two-car  
11 garage. It is located at 484 Wesley Street in Banning, Riverside County, and is identified as  
12 Assessor's Parcel Number 543-140-018, (the "Property"), more particularly legally described in  
13 Exhibit "A", attached hereto and by this reference incorporated herein; and,

14 **WHEREAS**, on July 12, 2016, the Property was declared as surplus real property and  
15 the notice of intention to sell the Property was directed to be posted and published pursuant to  
16 Government Code Sections 25528 and 6063 and a date was set for conducting the public sale  
17 in a public hearing of the Board of Supervisors for the County of Riverside; and,

18 **WHEREAS**, the County has reviewed and determined the sale of the Property as  
19 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State  
20 CEQA Guidelines Sections 15061 (b)(3), General Rule Exemption; and 15312 (a)(b)(3) -  
21 Surplus Government Property Sales - because the proposed project is the sale of real property  
22 involving the transfer of title to the real property that is no longer needed for the use by or  
23 purposes of the County, does not have significant value for wildlife habitat or other  
24 environmental purposes and the use of the property and adjacent property has not changed  
25 since the time of acquisition by the County; and

26 **WHEREAS**, the Board of Supervisors desires to authorize the sale of the Property,  
27 approve the Offer and Agreement to Purchase Real Property with the successful bidder who  
28 submitted the highest bid that was accepted by the Board and authorize the Chairman to

1 execute the Agreement and Grant Deed on behalf of the County; now, therefore,

2 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of  
3 the County of Riverside County ("Board"), at the close of conducting the public hearing for the  
4 public bidding to sell the Property, assembled on or after August 23, 2016, at 9:30 or soon  
5 thereafter, that it hereby finds the sale of the Property as categorically exempt from CEQA  
6 under State CEQA Guidelines Section 15312 (a)(b)(3), Sale of Surplus Government Property  
7 Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption, accepts the  
8 highest bid and authorizes the sale of the Property to the highest bidder who was accepted by  
9 the Board ("Buyer") in accordance with the terms and conditions provided in that certain Offer  
10 and Agreement to Purchase Real Property and the following:

- 11 1) The purchase price to be paid by the Buyer shall be the amount offered by the  
12 Buyer and accepted by the Board at the public hearing held on this date.
- 13 2) The deposit submitted by Buyer in the amount of at least three percent (3%) of the  
14 minimum bid amount set by the Board shall be applied to the purchase price.
- 15 3) The Buyer shall pay the remaining balance of the purchase price in cash within the  
16 number of days required in the Agreement approved between the County and the  
17 Buyer.
- 18 4) Buyer shall submit all other amounts necessary for escrow and closing costs within  
19 the time period provided in the Agreement.
- 20 5) The conveyance of the Property shall be in the form of a Grant Deed in favor of the  
21 Buyer and shall be subject to liens, encumbrances, easements, rights of way, taxes  
22 and assessments and deed and tract covenants, conditions and restrictions, if any,  
23 whether recorded or not. The Property is being sold "AS IS".
- 24 6) The County makes no warranties or representations, express or implied, regarding  
25 the condition of the property, which land uses are permitted or can be changed, any  
26 matters concerning zoning, availability of public utility services or suitability for the  
27 purpose in which the Buyer may wish to use the Property.
- 28 7) Title insurance shall be at the option of the Buyer and Buyer's sole cost and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

expense.

8) Buyer shall be solely responsible for all costs associated with this sales transaction, including Escrow and Title Company costs and fees to consummate the transaction.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board approves the Offer and Agreement to Purchase Real Property ("Agreement"), authorizes the Chairman of the Board to execute the Agreement on behalf of the County and directs the Grant Deed to be delivered upon performance and compliance by the Buyer of all the terms and conditions of the Agreement.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board authorizes the Assistant County Executive Officer/EDA, or his designee, to execute the Grant Deed and any other documents necessary to complete this transaction.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board has given notice hereof as provided in Sections 25528 and 6063 of the Government Code.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None

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.

KECIA HARPER-IHEM, Clerk of said Board  
By \_\_\_\_\_  
Deputy

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit A  
Legal Description of Property

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

The Northerly 140 feet of the Easterly 95 feet of the West ½ of Lot 83 Banning Colony Lands, in the City of Banning, County of Riverside, State of California, as shown by map on file in Book 3, Page 149 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 543-140-018



# Resolution Number 2016-132

484 Wesley Street, Banning, CA 92220



Legend



0 233

466 Feet



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

**Notes**  
APN: 543-140-018



FORM APPROVED COUNTY COUNSEL  
BY:  R. TODD FRAHM  
DATE: 6/8/16

1 Board of Supervisors

County of Riverside

2 **RESOLUTION NO. 2016-132**

3 **ACCEPTANCE OF THE HIGHEST BID AND AUTHORIZATION TO SELL REAL PROPERTY**  
4 **LOCATED IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;**  
5 **APPROVAL OF OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY**  
6 **(ASSESSOR'S PARCEL NUMBER 543-140-018)**

7  
8 **WHEREAS**, the County of Riverside ("County") owns certain real property consisting of  
9 0.30 acres or 13,068 square feet of improved land. The subject property contains a 1,458  
10 square feet single family residence having four bedrooms, two bathrooms and a two-car  
11 garage. It is located at 484 Wesley Street in Banning, Riverside County, and is identified as  
12 Assessor's Parcel Number 543-140-018, (the "Property"), more particularly legally described in  
13 Exhibit "A", attached hereto and by this reference incorporated herein; and,

14 **WHEREAS**, on July 12, 2016, the Property was declared as surplus real property and  
15 the notice of intention to sell the Property was directed to be posted and published pursuant to  
16 Government Code Sections 25528 and 6063 and a date was set for conducting the public sale  
17 in a public hearing of the Board of Supervisors for the County of Riverside; and,

18 **WHEREAS**, the County has reviewed and determined the sale of the Property as  
19 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State  
20 CEQA Guidelines Sections 15061 (b)(3), General Rule Exemption; and 15312 (a)(b)(3) -  
21 Surplus Government Property Sales - because the proposed project is the sale of real property  
22 involving the transfer of title to the real property that is no longer needed for the use by or  
23 purposes of the County, does not have significant value for wildlife habitat or other  
24 environmental purposes and the use of the property and adjacent property has not changed  
25 since the time of acquisition by the County; and

26 **WHEREAS**, the Board of Supervisors desires to authorize the sale of the Property,  
27 approve the Offer and Agreement to Purchase Real Property with the successful bidder who  
28 submitted the highest bid that was accepted by the Board and authorize the Chairman to

1 execute the Agreement and Grant Deed on behalf of the County; now, therefore,

2 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of  
3 the County of Riverside County ("Board"), at the close of conducting the public hearing for the  
4 public bidding to sell the Property, assembled on or after August 23, 2016, at 9:30 or soon  
5 thereafter, that it hereby finds the sale of the Property as categorically exempt from CEQA  
6 under State CEQA Guidelines Section 15312 (a)(b)(3), Sale of Surplus Government Property  
7 Exemption; Section 15061 (b)(3), General Rule or "Common Sense" Exemption, accepts the  
8 highest bid and authorizes the sale of the Property to the highest bidder who was accepted by  
9 the Board ("Buyer") in accordance with the terms and conditions provided in that certain Offer  
10 and Agreement to Purchase Real Property and the following:

- 11 1) The purchase price to be paid by the Buyer shall be the amount offered by the  
12 Buyer and accepted by the Board at the public hearing held on this date.
- 13 2) The deposit submitted by Buyer in the amount of at least three percent (3%) of the  
14 minimum bid amount set by the Board shall be applied to the purchase price.
- 15 3) The Buyer shall pay the remaining balance of the purchase price in cash within the  
16 number of days required in the Agreement approved between the County and the  
17 Buyer.
- 18 4) Buyer shall submit all other amounts necessary for escrow and closing costs within  
19 the time period provided in the Agreement.
- 20 5) The conveyance of the Property shall be in the form of a Grant Deed in favor of the  
21 Buyer and shall be subject to liens, encumbrances, easements, rights of way, taxes  
22 and assessments and deed and tract covenants, conditions and restrictions, if any,  
23 whether recorded or not. The Property is being sold "AS IS".
- 24 6) The County makes no warranties or representations, express or implied, regarding  
25 the condition of the property, which land uses are permitted or can be changed, any  
26 matters concerning zoning, availability of public utility services or suitability for the  
27 purpose in which the Buyer may wish to use the Property.
- 28 7) Title insurance shall be at the option of the Buyer and Buyer's sole cost and

1 expense.

2 8) Buyer shall be solely responsible for all costs associated with this sales transaction,  
3 including Escrow and Title Company costs and fees to consummate the transaction.

4 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board  
5 approves the Offer and Agreement to Purchase Real Property ("Agreement"), authorizes the  
6 Chairman of the Board to execute the Agreement on behalf of the County and directs the Grant  
7 Deed to be delivered upon performance and compliance by the Buyer of all the terms and  
8 conditions of the Agreement.

9 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board  
10 authorizes the Assistant County Executive Officer/EDA, or his designee, to execute the Grant  
11 Deed and any other documents necessary to complete this transaction.

12 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board has  
13 given notice hereof as provided in Sections 25528 and 6063 of the Government Code.

14  
15  
16 ROLL CALL:

17 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
18 Nays: None  
19 Absent: None

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

22 KECIA HARPER-IHEM, Clerk of said Board

23 By   
24 Deputy

25  
26  
27  
28 JR:tg/060716/279FM/18.196 S:\Real Property\TYPING\Docs-18.000 to 18.499\18.196.doc

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit A

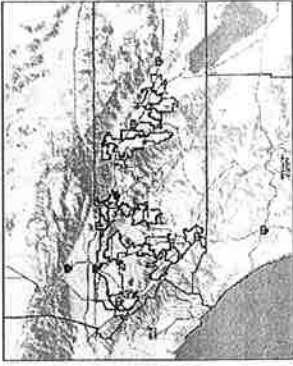
Legal Description of Property

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

The Northerly 140 feet of the Easterly 95 feet of the West ½ of Lot 83 Banning Colony Lands, in the City of Banning, County of Riverside, State of California, as shown by map on file in Book 3, Page 149 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 543-140-018

**Resolution Number 2016-132**  
484 Wesley Street, Banning, CA 92220



Legend



0 233 466 Feet



REPORT PRINTED ON... 5/12/2016 10:09:05 AM

© Riverside County RCIT GIS

**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

**Notes**  
APN: 543-140-018



Recorded at request of and return to:  
Guaranty Investment Company, Inc.  
P.O. Box 55430  
Riverside, California 92507

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

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

PROJECT: 484 Wesley Street  
APN: 543-140-018

## GRANT DEED

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

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

Grants(s) to Guaranty Investment Company, Inc., a California Corporation the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

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

AUG 23 2016 9-2

PROJECT: 484 Wesley Street  
APN: 543-140-018

Dated:                     AUG 23 2016                    

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

**John J. Benoit, Chairman  
Board of Supervisors**

By:                     John J. Benoit                    

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

By:                     Kecia Harper-Ihem, deputy                    

**APPROVED AS TO FORM:**  
**Gregory P. Priamos, County Counsel**

By:                     Todd Frahm                      
**Todd Frahm  
Deputy County Counsel**

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

On August 23, 2016, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, 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)

## Exhibit A

### Legal Description and Depiction of Property

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

The Northerly 140 feet of the Easterly 95 feet of the West  $\frac{1}{2}$  of Lot 83 Banning Colony Lands, in the City of Banning, County of Riverside, State of California, as shown by map on file in Book 3, Page 149 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 543-140-018



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on. 8/25/16 Date Initial

NOTICE OF EXEMPTION

May 12, 2016

Project Name: County of Riverside, Economic Development Agency (EDA) Smith Correctional Facility Sale of Surplus Land, Banning, California

Project Number: FM0417200279

Project Location: 484 Wesley Street, east of Highway 243, Banning, California 92220; Assessor's Parcel Number (APN) 543-140-018; (See Attached Exhibit)

Description of Project: The County of Riverside (County) is the owner of real property consisting of 0.30 acres of improved land. The subject property contains a 1,458-square-foot, single-family residence and is located at 484 Wesley Street in Banning, Riverside County, identified with APN 543-140-018. On June 21, 2016, the Board of Supervisors (Board) determined that the real property pursuant to Government Code 22520 is no longer necessary to be retained by the County for public purposes. The County has identified a minimum bid of \$140,000 for the purchase of the property, based on a recent appraisal. The sale of the property will eliminate the County's on going maintenance and risk obligations and return the property to private use and tax rolls. The sale of the property and transfer of title is identified as the proposed Project under the California Environmental Quality Act (CEQA). The property has been previously developed with a single-family residence and does not have significant value for wildlife habitat or other environmental purposes. The sale of the property does not include any land use entitlements, or changes required to comply with zoning and building codes. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: State CEQA Guidelines, Section 15312, Class 12, Surplus Government Property Sales Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15312.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include unusual circumstances which would have a potentially significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the sale of surplus government property and associated transfer of title.

AUG 23 2016 9-2

P.O. Box 1780 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686 www.rivcoeda.org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development



- Section 15312 – Class 12 Surplus Government Property Sales Exemption:** This categorical exemption includes the sales of surplus government property, except for parcels of land located in in area of Statewide, regional, or areawide concern identified in Section 15206 (b)(4). These areas include the Lake Tahoe Basin, The Santa Monica Mountains Zone, the California Coastal Zone, areas within 0.25 miles of a wild and scenic river, the Sacramento-San Joaquin Delta, the Suisun Marsh, and the jurisdiction of the San Francisco Bay Conservation and Development Commission. Sections (a) and (b) of this exemption provide conditions where, if met, the sale is still considered exempt. The Project is located in the City of Banning and the nearest Wild and Scenic River is Fuller Mill Creek, which is located approximately 9 miles to the southeast of the Project. Therefore, the Project is not located within an area of significance and the provisions listed in Subsections (a) and (b) would need not be applied. The Project, as proposed, is limited to the sale and transfer of title of land; therefore, the Project is exempt as the Project meets the scope and intent of the Class 12 Exemption identified in Section 15312, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed sale and transfer of title will not result in any direct or indirect physical environmental impacts.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 5/12/16

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: Smith Correctional Facility Sale of Surplus Land

Accounting String: 524830-47220-7200400000- FM0417200279

DATE: May 12, 2016

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  \_\_\_\_\_

PRESENTED BY: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 12, 2016

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200279**  
Smith Correctional Facility Sale of Surplus Land

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 6/13/16

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

164



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 June 29, 2016

**SUBJECT:** Resolution No. 2016-131, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the City of Banning, County of Riverside, State of California, Set Public Hearing, District 5, [\$0]

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

1. Adopt Resolution No. 2016-131 Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in City of Banning, County of Riverside, State of California, Assessor's Parcel Number 543-140-018;
2. Invite bids from prospective buyers to acquire the subject property and set a Public Hearing date of August 23, 2016, for review and consideration of written and oral bids; and
3. Authorize and direct the Clerk of the Board to give notice pursuant to Sections 25528 and 6063 of the Government Code.

**BACKGROUND:**

Summary

(Commences on Page 2)

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	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A

**Budget Adjustment:** No  
 For Fiscal Year: 2016/17

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

APPROVE

BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended, and is set for public hearing on Tuesday, August 23, 2016, at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Washington, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: July 12, 2016  
 xc: EDA, COB

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

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

3 13

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

Economic Development Agency

**FORM 11:** Resolution No. 2016-131, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the City of Banning, County of Riverside, State of California, Set Public Hearing, District 5, [\$0]

**DATE:** June 29, 2016

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

The subject property owned by the County consists of 0.30 acres or 13,068 square feet of improved land, and contains a 1,458 square feet single family residence having four bedrooms, two bathrooms and a two-car garage. It is located at 484 Wesley Street in Banning, Riverside County, and is identified as Assessor's Parcel Number 543-140-018 (Property). The property was originally purchased in conjunction with the recently completed 582 bed Smith Correctional Expansion Project. The property along with a number of other acquired properties, were purchased to create a buffer area between the project and the community.

The Property has been reviewed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law. The terms and conditions of the sale are contained within Resolution No. 2016-131 and the bid forms. In order to initiate this process, staff recommends adoption of Resolution No. 2016-131 to provide the statutory notice of the Board of Supervisor's intention to sell the Property. Also, this action will facilitate the sale by inviting bids from prospective buyers, and to set a date for the public bidding process to occur. The minimum bid shall be set at \$140,000, which is the appraised value of the property as determined by an MAI appraiser.

In accordance with Government Code 54222, other public agencies and all County departments were notified regarding the offer to sell to public agencies first. While several inquired, no agencies or departments indicated sincere interest during the requisite sixty day period.

Resolution No. 2016-131 and the Bid Form Documents have been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The sale proceeds from this disposition can be used for the demolition of two other adjacent County owned residential structures deemed beyond repair. The sale will also eliminate the County's on-going maintenance and risk obligations and return the property to private use and tax rolls. These actions will help to finalize the buffer area and serve to clean up the current condition of this community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No net County costs will be incurred and no budget adjustment is necessary.

Attachments:

Resolution No. 2016-131 with Exhibit A

Aerial Image



FORM APPROVED COUNTY COUNSEL  
BY: R. TODD FRAHM  
DATE: 6/8/16

1 Board of Supervisors

County of Riverside

2 **Resolution Number 2016-131**

3 **Declaration of Surplus Property and Notice of Intention to Set Public Hearing**  
4 **for the Sale of Real Property Located in the City of Banning, County of Riverside,**  
5 **State of California**  
6 **(Assessor's Parcel Number 543-140-018)**

7  
8 **WHEREAS**, pursuant to California Government Code Sections 25526, a county shall,  
9 prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board  
10 of Supervisors of the County of Riverside, State of California, in regular session, adopt a  
11 resolution declaring its intention to sell the real property determined to be surplus and no longer  
12 needed for a county's use and purposes provided not less than three weeks thereafter; and,

13 **WHEREAS**, the County of Riverside ("County") owns certain real property consisting of  
14 0.30 acres or 13,068 square feet of improved land. The subject property contains a 1,458  
15 square feet single family residence having four bedrooms, two bathrooms and a two-car  
16 garage. It is located at 484 Wesley Street in Banning, Riverside County, and is identified as  
17 Assessor's Parcel Number 543-140-018, (the "Property") more particularly legally described in  
18 Exhibit "A", attached hereto and by this reference incorporated herein; and,

19 **WHEREAS**, the Property has been assessed and determined to be no longer needed  
20 for County use or purposes and it is recommended that the Property be sold in accordance  
21 with Government Code Sections 25520 et seq. as required by law; and

22 **WHEREAS**, the County has sent out notices of its desire to sell and offer to other public  
23 agencies pursuant to Government Code Section 54222; whereby no public agencies indicated  
24 sincere interest during the requisite sixty (60) day period; and,

25 **WHEREAS**, the County now desires to declare the Property as surplus and to initiate  
26 the sale of the Property, now, therefore,

27 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of  
28 the County of Riverside ("Board"), in regular session assembled in the meeting room of the

'JUL 12 2016 3-13

1 Board, located at 4080 Lemon Street, Riverside, California, on July 12, 2016, at 9:00 am or  
2 soon thereafter, by a vote of not less than two-thirds of all members concurring, that the  
3 Property is no longer needed for County use or purposes and is hereby declared as surplus  
4 real property.

5 **BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED and NOTICE IS**  
6 **HEREBY GIVEN** that this Board declares its intention to sell the Property pursuant to the  
7 provisions of the Government Code Sections 25520, et. seq., upon the following terms and  
8 conditions:

9 1. The nature of the fee simple interest in real property to be sold is approximately  
10 0.30 acres of vacant land, described on Exhibit "A", identified as Assessor's Parcel Numbers  
11 543-140-018, located at 484 E. Wesley Street, Banning, County of Riverside, State of  
12 California.

13 2. The sale will be held on August 23, 2016, in the meeting room of the Board of  
14 Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-  
15 1359, at 9:00 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date")  
16 where sealed bids and oral bids shall be received and considered.

17 3. Sealed written bids will be received by the Clerk of the Board at any time up to  
18 9:00 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County  
19 Administrative Center. Bids shall be submitted on the County's bid form and bids shall be  
20 plainly marked on the outside "Proposal to Purchase Real Property in Banning, 9:00 a.m.,  
21 August, 23, 2016". The County's bid form may be obtained from the Economic Development  
22 Agency Real Estate Division, located at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, California 92501,  
23 along with the instructions to bidders. The bid form contains the terms and conditions for the  
24 sale of the Property. Prospective bidders may inspect the bid form at no charge.

25 4. All sealed bids shall be for not less than One Hundred and Forty Thousand  
26 Dollars (\$140,000) and shall be accompanied or preceded by a deposit of not less than three  
27 percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as  
28 security that the successful bidder will complete the terms and conditions of the sale. Bids

1 shall be made only upon serialized bid forms to be obtained solely from the Deputy Director of  
2 the Real Estate Division of the Economic Development Agency.

3 5. Balance of the bid amount hereby offered, in excess of the Deposit, shall be  
4 paid in cash within sixty (60) days of the bid acceptance.

5 6. After the sealed bids have been opened and read, a call for oral bids will be  
6 made until the highest bid has been made and the bidding is closed. Oral bids must be  
7 accompanied by a deposit as required for written bid proposal, unless deposit was previously  
8 made. The first oral bid shall exceed the highest written proposal by not less than five percent  
9 (5%) and any additional oral bids thereafter shall be in incremental amounts not less than five  
10 percent (5%). Unless a deposit has been previously made with a sealed written bid, oral  
11 bidders must, prior to the time of the bidders first oral bid, submit a Deposit in the amount  
12 required by Paragraph 4 of this Resolution in order to be considered.

13 7. If the Board accepts an oral bid, the successful bidder shall submit their highest  
14 oral bid in writing on the County's bid form and submit said form, along with any appropriate  
15 additional funds so that the deposit will be equal to three percent (3%) of the accepted bid, to  
16 the Deputy Director of the Real Estate Division of the Economic Development Agency no later  
17 than 4:00 p.m. of the date of the accepted oral bid to remain the successful oral bidder for the  
18 purchase of the Property.

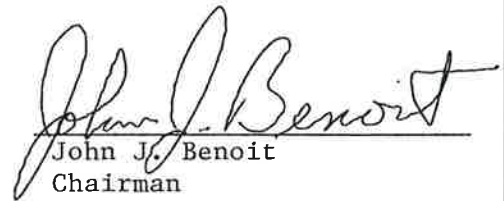
19 8. Final acceptance of the successful bid by the Board may be made on the Sale  
20 Date or any adjourned session of the same meeting held within ten (10) days next following.

21 9. The right to reject any and all bids, both written and oral, and to withdraw the  
22 property from sale is reserved. If the successful bidder fails to purchase the Property, the  
23 County reserves the right to take such measures as it deems appropriate to sell the Property.  
24 The County may, but shall have no obligation to, accept the next highest bid, or successive  
25 highest bid. In the event that the County desires to accept the next highest bid or successive  
26 highest bid upon the first successful bidder failing to purchase the Property, the authorization of  
27 the sale shall be submitted to the Board for approval on a future date.

28

1 10. Deposits of unsuccessful bidders will be returned or refunded after final  
2 acceptance or rejection of all bids, or after withdrawal of the property from sale.

3 **IT IS FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the  
4 Board is directed to cause the notice of this intention to sell the Property and the time and  
5 place of holding the public bidding sale to be given, pursuant to Government Code Section  
6 25528, by posting copies of this Resolution signed by the Chairman of the Board of  
7 Supervisors in three (3) public places in the County of Riverside, not less than fifteen days  
8 before the Sale Date, and by publishing the notice pursuant to Government Code Section 6063  
9 at least three (3) weeks before the Sale Date.

10  
11   
12 John J. Benoit  
Chairman

13 ROLL CALL:

14 Ayes: Jeffries, Washington, Benoit and Ashley  
15 Nays: None  
16 Absent: Tavaglione

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

19 KECIA HARPER-IHEM, Clerk of said Board

20 By   
21 Deputy

22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit A

Legal Description of Property

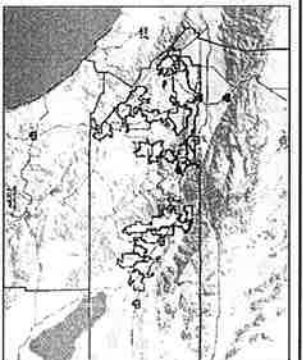
All that certain real property situated in the County of Riverside, State of California, described as follows:

The Northerly 140 feet of the Easterly 95 feet of the West ½ of Lot 83 Banning Colony Lands, in the City of Banning, County of Riverside, State of California, as shown by map on file in Book 3, Page 149 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 543-140-018

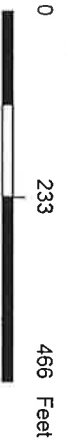


**Resolution Number 2016-131 NOI**  
484 Wesley Street, Banning, CA 92220



**Legend**

**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



REPORT PRINTED ON... 5/12/2016 10:06:52 AM

© Riverside County RCIT GIS

**Notes**  
APN: 543-140-018



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

July 28, 2016

THE PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

FAX (951) 368-9018  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2016-131**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on:

**Tuesday: AUGUST 2, 2016**  
**Tuesday: AUGUST 9, 2016**  
**Tuesday: AUGUST 16, 2016**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

Printed at: 10:47 am  
On: Thursday, Jul 28, 2016

Ad #: 0010185796  
Order Taker: neller

# THE PRESS-ENTERPRISE

Classified Advertising  
Proof

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
(951) 684-1200  
(800) 514-7253  
(951) 368-9018 Fax

### Account Information

Phone #: 951-955-1066  
Name: BOARD OF SUPERVISORS  
Address: COUNTY OF RIVERSIDE  
P.O. BOX 1147  
RIVERSIDE, CA 92502

Account #: 1100141323  
Client:  
Placed By: Cecilia Gil  
Fax #:

### Ad Information

Placement: Public Notice FR  
Publication: PE Riverside, PE.com

Start Date: 08/02/2016  
Stop Date: 08/16/2016  
Insertions: 3 print / 3 online

Rate code: County Ad Lgl-PE  
Ad type: C Legal

Size: 2 X 197 Li  
Bill Size: 394.00

Amount Due: **\$1595.70**

### Ad Copy:

#### NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND NOTICE OF INTENT TO SELL REAL PROPERTY

**Resolution Number 2016-131  
Declaration of Surplus Property and Notice of  
Intention to Set Public Hearing  
for the Sale of Real Property Located in the  
City of Banning, County of Riverside,  
State of California  
(Assessor's Parcel Number 543-140-018)**

**WHEREAS**, pursuant to California Government Code Sections 25526, a county shall, prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board of Supervisors of the County of Riverside, State of California, in regular session, adopt a resolution declaring its intention to sell the real property determined to be surplus and no longer needed for a county's use and purposes provided not less than three weeks thereafter; and

**WHEREAS**, the County of Riverside ("County") owns certain real property consisting of 0.30 acres or 13,068 square feet of improved land. The subject property contains a 1,458 square foot single family residence having four bedrooms, two bathrooms and a two-car garage. It is located at 484 Wesley Street in Banning, Riverside County, and is identified as Assessor's Parcel Number 543-140-018, (the "Property") more particularly legally described in Exhibit "A", attached hereto and by this reference incorporated herein; and

**WHEREAS**, the Property has been assessed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq, as required by law; and

**WHEREAS**, the County has sent out notices of its desire to sell and offer to other public agencies pursuant to Government Code Section 54222; whereby no public agencies indicated sincere interest during the requisite sixty (60) day period; and,

**WHEREAS**, the County now desires to declare the Property as surplus and to initiate the sale of the Property, now, therefore,

**BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled in the meeting room of the Board, located at 4080 Lemon Street, Riverside, California, on July 12, 2016, at 9:00 am or soon thereafter, by a vote of not less than two-thirds of all members concurring, that the Property is no longer needed for County use or purposes and is hereby declared as surplus real property.

**BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED and NOTICE IS HEREBY GIVEN** that this Board declares its intention to sell the Property pursuant to the provisions of the Government Code Sections 25520, et. seq., upon the following terms and conditions:

1. The nature of the fee simple interest in real property to be sold is approximately 0.30 acres of vacant land, described on Exhibit "A", identified as Assessor's Parcel Numbers 543-140-018, located at 484 E. Wesley Street, Banning, County of Riverside, State of California.

2. The sale will be held on August 23, 2016, in the meeting room of the Board of Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-1359, at 9:00 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date") where sealed bids and oral bids shall be received and considered.

3. Sealed written bids will be received by the Clerk of the Board at any time up to 9:00 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County Administrative Center. Bids shall be submitted on the County's bid form and bids shall be plainly marked on the outside "Proposal to Purchase Real Property in Banning, 9:00 a.m., August, 23, 2016". The County's bid form may be obtained from the Economic Development Agency Real Estate Division, located at 3403 10th Street, 4th Floor, Riverside, California 92501, along with the instructions to bidders. The bid form contains the terms and conditions for the sale of the Property. Prospective bidders may inspect the bid form at no charge.

4. All sealed bids shall be for not less than One Hundred and Forty Thousand Dollars (\$140,000) and shall be accompanied or preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as security that the successful bidder will complete the terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be obtained solely from the Deputy Director of the Real Estate Division of the Economic Development Agency.

5. Balance of the bid amount hereby offered, in excess of the Deposit, shall be paid in cash within sixty (60) days

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF  
THE COUNTY OF RIVERSIDE AND NOTICE OF INTENT TO SELL REAL PROPERTY**

**Resolution Number 2016-131**

**Declaration of Surplus Property and Notice of Intention to Set Public Hearing  
for the Sale of Real Property Located in the City of Banning, County of Riverside,  
State of California  
(Assessor's Parcel Number 543-140-018)**

**WHEREAS**, pursuant to California Government Code Sections 25526, a county shall, prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board of Supervisors of the County of Riverside, State of California, in regular session, adopt a resolution declaring its intention to sell the real property determined to be surplus and no longer needed for a county's use and purposes provided not less than three weeks thereafter; and,

**WHEREAS**, the County of Riverside ("County") owns certain real property consisting of 0.30 acres or 13,068 square feet of improved land. The subject property contains a 1,458 square foot single family residence having four bedrooms, two bathrooms and a two-car garage. It is located at 484 Wesley Street in Banning, Riverside County, and is identified as Assessor's Parcel Number 543-140-018, (the "Property") more particularly legally described in Exhibit "A", attached hereto and by this reference incorporated herein; and,

**WHEREAS**, the Property has been assessed and determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law; and

**WHEREAS**, the County has sent out notices of its desire to sell and offer to other public agencies pursuant to Government Code Section 54222; whereby no public agencies indicated sincere interest during the requisite sixty (60) day period; and,

**WHEREAS**, the County now desires to declare the Property as surplus and to initiate the sale of the Property, now, therefore,

**BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled in the meeting room of the Board, located at 4080 Lemon Street, Riverside, California, on July 12, 2016, at 9:00 am or soon thereafter, by a vote of not less than two-thirds of all members concurring, that the Property is no longer needed for County use or purposes and is hereby declared as surplus real property.

**BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED and NOTICE IS HEREBY GIVEN** that this Board declares its intention to sell the Property pursuant to the provisions of the Government Code Sections 25520, et. seq., upon the following terms and conditions:

1. The nature of the fee simple interest in real property to be sold is approximately 0.30 acres of vacant land, described on Exhibit "A", identified as Assessor's Parcel Numbers 543-140-018, located at 484 E. Wesley Street, Banning, County of Riverside, State of California.

2. The sale will be held on August 23, 2016, in the meeting room of the Board of Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-1359, at 9:00 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date") where sealed bids and oral bids shall be received and considered.

3. Sealed written bids will be received by the Clerk of the Board at any time up to 9:00 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County Administrative Center. Bids shall be submitted on the County's bid form and bids shall be plainly marked on the outside "Proposal to Purchase Real Property in Banning, 9:00 a.m., August, 23, 2016". The County's bid form may be obtained from the Economic Development Agency Real Estate Division, located at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, California 92501, along with the instructions to bidders. The bid form contains the terms and conditions for the sale of the Property. Prospective bidders may inspect the bid form at no charge.

4. All sealed bids shall be for not less than One Hundred and Forty Thousand Dollars (\$140,000) and shall be accompanied or preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as security that the successful bidder will complete the terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be obtained solely from the Deputy Director of the Real Estate Division of the Economic Development Agency.

5. Balance of the bid amount hereby offered, in excess of the Deposit, shall be paid in cash within sixty (60) days of the bid acceptance.

6. After the sealed bids have been opened and read, a call for oral bids will be made until the highest bid has been made and the bidding is closed. Oral bids must be accompanied by a deposit as required for written bid proposal, unless deposit was previously made. The first oral bid shall exceed the highest written proposal by not less than five percent (5%) and any additional oral bids thereafter shall be in incremental amounts not less than five percent (5%). Unless a deposit has been previously made with a sealed written bid, oral bidders must, prior to the time of the bidders first oral bid, submit a Deposit in the amount required by Paragraph 4 of this Resolution in order to be considered.

7. If the Board accepts an oral bid, the successful bidder shall submit their highest oral bid in writing on the County's bid form and submit said form, along with any appropriate additional funds so that the deposit will be equal to three percent (3%) of the accepted bid, to the Deputy Director of the Real Estate Division of the Economic Development Agency no later than 4:00 p.m. of the date of the accepted oral bid to remain the successful oral bidder for the purchase of the Property.

8. Final acceptance of the successful bid by the Board may be made on the Sale Date or any adjourned session of the same meeting held within ten (10) days next following.

9. The right to reject any and all bids, both written and oral, and to withdraw the property from sale is reserved. If the successful bidder fails to purchase the Property, the County reserves the right to take such measures as it deems appropriate to sell the Property. The County may, but shall have no obligation to, accept the next highest bid, or successive highest bid. In the event that the County desires to accept the next highest bid or successive highest bid upon the first successful bidder failing to purchase the Property, the authorization of the sale shall be submitted to the Board for approval on a future date.

10. Deposits of unsuccessful bidders will be returned or refunded after final acceptance or rejection of all bids, or after withdrawal of the property from sale.

**IT IS FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the Board is directed to cause the notice of this intention to sell the Property and the time and place of holding the public bidding sale to be given, pursuant to Government Code Section 25528, by posting copies of this Resolution signed by the Chairman of the Board of Supervisors in three (3) public places in the County of Riverside, not less than fifteen days before the Sale Date, and by publishing the notice pursuant to Government Code Section 6063 at least three (3) weeks before the Sale Date.

Exhibit A  
Legal Description of Property

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

The Northerly 140 feet of the Easterly 95 feet of the West ½ of Lot 83 Banning Colony Lands, in the City of Banning, County of Riverside, State of California, as shown by map on file in Book 3, Page 149 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 543-140-018

**ROLL CALL:**

Ayes: Jeffries, Washington, Benoit and Ashley  
Nays: None  
Absent: Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on July 12, 2016.

KECIA HARPER-IHEM, Clerk of said Board  
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public hearing or may appear and be heard in support of or opposition to the project at the time of the hearing. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public hearing.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, 72 hours prior to the hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: July 28, 2016

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

## Certificate of Posting

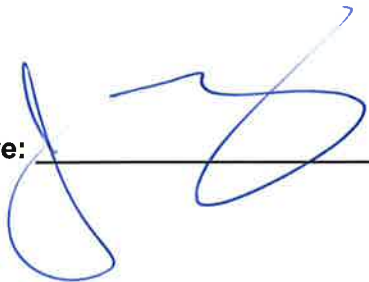
(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Jose Ruiz, Real Property Agent, of the Economic Development Agency, for the County of Riverside, do hereby certify that on 7/14/16, I posted a certified copy of: Resolution No. 2016-131, Declaration of Surplus Real Property and Notice of Intention to Sell Real Property Located in the City of Banning, County of Riverside, State of California, Set Public Hearing, District 5, [\$0].

- 3581 Mission Inn Avenue, Riverside, CA 92501
- 3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501
- 4080 Lemon Street, Riverside, CA 92501

**Board Agenda Date: August 23, 2016, @ 9:00 a.m.**

Signature: \_\_\_\_\_



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

07/14/16



Assessor's Parcel No.: **543-140-018**

Property Location: 484 E. Wesley Street, Banning, California 92220

**OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY**

**BUYER:** Guaranty Investment Company, Inc. / Toyin Dawodu

**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," located at 484 E. Wesley Street, Banning, California, further described below in Section 1, and in the Resolution 2016-131 attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

---

write out purchase price in words

(\$ 165,375)

Insert price in Number

BUYER has given SELLER a good faith deposit (hereinafter the "Bid Deposit") in the amount of three percent of the minimum bid amount set by the Board of Supervisors of the County of Riverside.

1. **PROPERTY.** For the purchase price provided above and on the terms and conditions set forth in this Agreement, SELLER shall sell to BUYER, and BUYER shall purchase from SELLER the Property consisting of the following and subject to all encumbrances, easements and exceptions, whether of record or not:

That certain real property legally described and depicted in Exhibit "A", attached and by this reference incorporated herein (the "land").

The property purchased under this Agreement is collectively referred to as the "Property".

2. **TERMS OF OFFER.**

2.1 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. 60 days thereafter; or
- B. Receipt of written notice from SELLER that the offer has been rejected.

2.2 Within 60 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 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

2.3 SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2.

2.4 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 the SELLER authorizes the sale, approves the Agreement and BUYER complies fully with each and every term and condition contained herein.

AUG 23 2016 9-2

  
(initial)

2.5 Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded. Should SELLER fail to accept or reject this offer within the 60 day period specified in Clause 1 (Term of Offer), BUYER may withdraw the offer by providing written notice to SELLER. In such event, the Bid Deposit paid by BUYER shall be refunded, provided BUYER withdraws the offer prior to SELLER's acceptance of the offer as set forth in Section 2 (Terms of Offer).

3. **FINANCING.** All costs for financing, including new loans and offer or purchase related costs, will be at the expense of BUYER and shall not delay this transaction. The offer and this sale is for cash and is not contingent upon BUYER obtaining funds or borrowing to complete this purchase.

4. **ESCROW.** Upon Board approval of this Agreement, BUYER and SELLER agree to open escrow within ten (10) days of said approval by the Board and to execute escrow instructions reasonably required by Lawyers Title Company, hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days thereafter and shall provide for close of escrow within 60 days, 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.

4.1 Balance of the bid amount hereby offered, in excess of the down payment shall be paid in cash within sixty (60) days of the bid acceptance or prior to close of escrow, whichever shall occur first.

4.2 Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel 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 Prior to the close of escrow, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees 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 time period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Section 16 (Liquidated Damages).

5.3 The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Section 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; and
- E. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees, taxes and assessments.

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 closing costs shall be borne by BUYER.

**8. DELIVERY OF DOCUMENTS AND FUNDS.**

8.1 SELLER shall deliver to escrow a Grant Deed including covenants provided in Section 17 herein this Agreement, in the form attached hereto as "Exhibit B," and such other documents as are required to transfer title to the Property. 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.

8.2 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. Title shall be subject to:

- A. Exceptions shown in Exhibit A-1, the Preliminary Report attached hereto, except any delinquent taxes shown in said Report which shall be paid through escrow; and
- B. Any deed of trust or other documents needed to perfect the security interest of the lender, if any, providing purchase money for this purchase.

9.2 If SELLER is unable to deliver title to the Property as set forth above, 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 (JD)

Guaranty Investment Company Inc and or assigns

Print or Type full legal name of Grantee

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 and assessments that are 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 lines and boundaries;
- B. Square footage, room dimensions, lot size, and age of property improvements;
- C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural systems and components, and energy efficiency of the Property;
- D. Type, size, adequacy, capacity, and condition of sewer systems and components;
- E. 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;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. 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;
- I. 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;
- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

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. **INTENTIONALLY DELETED.**

16. **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 \_\_\_\_/\_\_\_\_

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

17. **NON-DISCRIMINATION AND PROPERTY USE.** BUYER agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the Property. BUYER, or any person claiming under or through BUYER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. BUYER acknowledges that the covenants and restrictions contained in this clause shall be included as covenants and restrictions in the Grant Deed conveying title to the Property.

18. **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.

19. **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 sale, assignment, or transfer void.

20. **SUCCESSORS IN INTEREST.** Subject to the restrictions in Section 19 (Assignment), this Agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

21. **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.

22. **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.

If to **SELLER:**

County of Riverside  
Economic Development Agency-Real Estate  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501  
Telephone: 951-955-4820

If to **BUYER:**

23. **TIME.** Time is of the essence in the performance of BUYER's and SELLER's respective obligations contained in this Agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of this Agreement.

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:

- Exhibit A: Legal Description and Depiction of the Property
- Exhibit A-1: Preliminary Title Report
- Exhibit B: Grant Deed

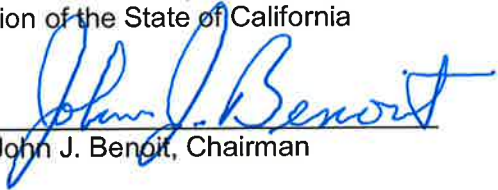
(Signatures on the following page)



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**SELLER:**

County of Riverside, a political  
subdivision of the State of California

By:   
John J. Benoit, Chairman  
Board of Supervisors

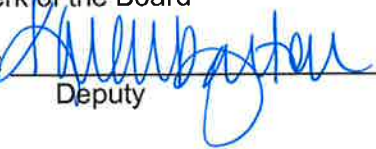
**BUYER:**

By:   
Name: Toyin Dawodu / Guaranty  
Investment Company, Inc.  
Its: Managing Partner

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

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos, County Counsel

By:   
Todd Frahm  
Deputy County Counsel



Exhibit A

Legal Description and Depiction of Property

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

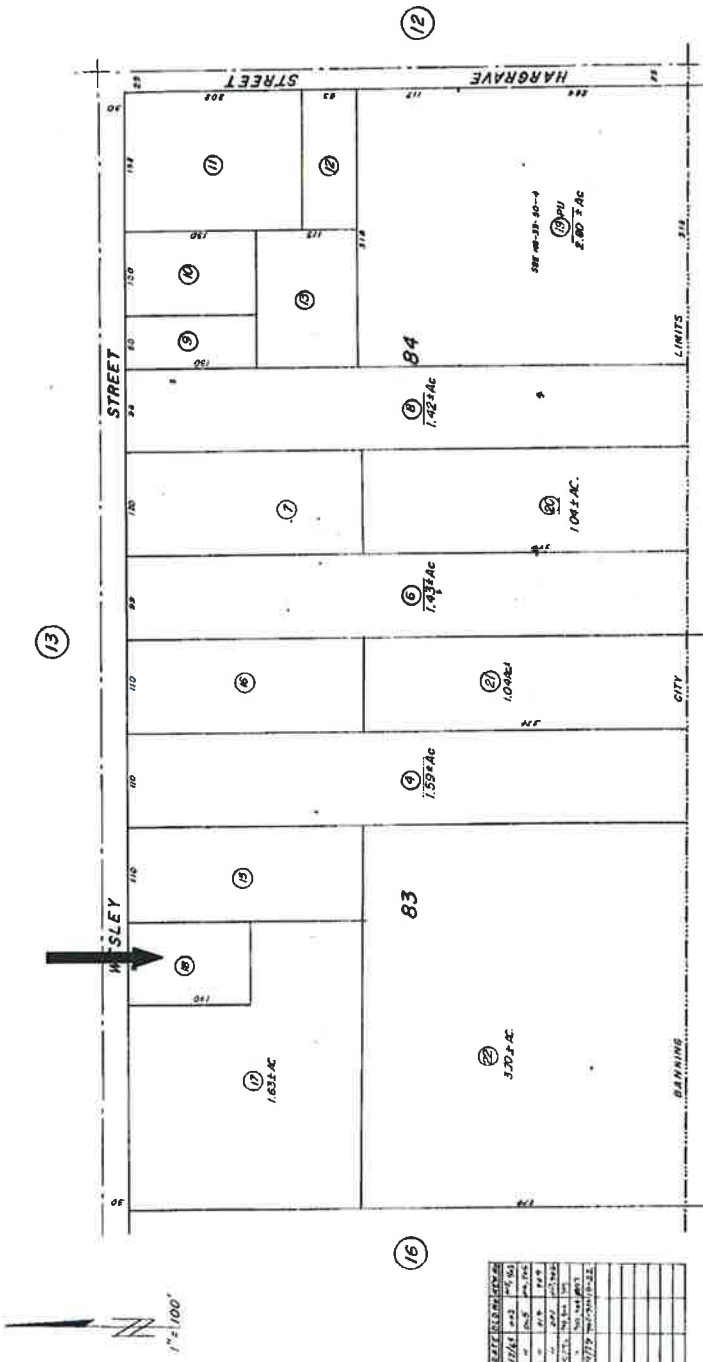
The Northerly 140 feet of the Easterly 95 feet of the West ½ of Lot 83 Banning Colony Lands, in the City of Banning, County of Riverside, State of California, as shown by map on file in Book 3, Page 149 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 543-140-018

 DJ JB  
(initial)

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

24-7-1  
543-14 T.C.A. 100



M.B. 2/34 S.B. Banning Land & Water Company  
M.B. 3/789 S.D. & M.B. 5/186 Part of Banning Colony Lands  
Date: R/S 30/92

ASSESSOR'S MAP BK. 543 PG. 14  
RIVERSIDE COUNTY, CALIF.

SEPT. 1969

JB Initial

Exhibit A-1

Preliminary Title Report attached nineteen (19) pages



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

County of Riverside EDA  
3403 10th Street Suite 400  
Riverside, CA 92501

Attn: Bonnie Perez

Title Officer: Peggy Jones--So  
email: tu67@ltic.com  
Phone No.: (951) 774-0825 x 617  
Fax No.: (951) 781-1169  
File No.: 616671203

Your Reference No: 543-140-018

Property Address: 484 East Wesley Street, City of Banning, California

---

## AMENDED PRELIMINARY REPORT

---

Dated as of March 25, 2016 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.

## **SCHEDULE A**

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

ALTA Owners 2006  
ALTA Loan 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:

The County of Riverside, a political subdivision

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**

## **EXHIBIT "A"**

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

The Northerly 140 feet of the Easterly 95 feet of the West ½ of Lot 83 Banning Colony Lands, in the City of Banning, County of Riverside, State of California, as shown by map on file in Book 3, Page 149 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 543-140-018

## **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.



## 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 2016-2017.
- B. There were no taxes levied for the fiscal year 2015-2016 as the property was vested in a public entity.

Assessor's Parcel No: 543-140-018-8

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, 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. An easement over said land for the construction and maintenance of all necessary irrigation ditches, pipes or flumes, and rights incidental thereto, as reserved in deed

To: Banning Land Company and Banning Water Company  
Recorded: March 19, 1895 in Book 31, page 50 of Deeds

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

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

Granted to: Nevada-California Electric Corporation  
Purpose: utilities  
Recording Date: January 12, 1940  
Recording No: in Book 443, Page 245 of Official Records  
Affects: said land more particularly described therein

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: John C. Brinton and Margaret Brinton  
Purpose: pipeline  
Recording Date: March 9, 1940  
Recording No: in Book 454, Page 171 of Official Records  
Affects: said land more particularly described therein

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

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

Granted to: General Telephone Company of California  
Purpose: Public utilities  
Recording Date: April 30, 1969  
Recording No: as Instrument No. 42429 of Official Records  
Affects: said land more particularly described therein

and Recording Date: April 30, 1969  
and Recording No: as Instrument No. 42430 of Official Records

6. Intentionally Deleted.
7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Recording No: in Book 138, Page 35 of Record of Surveys

8. 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.
9. 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.

10. 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.
11. 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**

## **REQUIREMENTS SECTION:**

Req. No. 1: In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s):                      Buyers/Sellers

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

## 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.
- Note No. 4: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
- Note No. 5: The following information will be included in the CLTA Form 116 or ALTA Form 22-06 Endorsement to be issued pursuant to this order:
- There is located on said Land: A single family residence  
Known as: 484 East Wesley Street, City of Banning, California
- Note No. 6: There are no conveyances affecting said Land recorded within 24 months of the date of this report.

Note No. 7: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
- b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
- c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: cph  
Date Typed: April 8, 2016

**ATTACHMENT ONE**

4-2-15 CA &amp; NV

**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.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
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.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**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:

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

**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.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

Except as provided in Schedule B - Part II, 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:

**PART I**

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:

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.

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:



**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.

**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: 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:

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.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**  
**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.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



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

Order No. 616671203

## 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.

## 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. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

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.

### **How Information is Collected**

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.

### **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 certain 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.

- 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](http://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](http://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.

### **Use of Personal Information**

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.

### **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 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 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto: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.

#### **FNF Compliance with California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

**The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

#### **No Representations or Warranties**

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

#### **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:

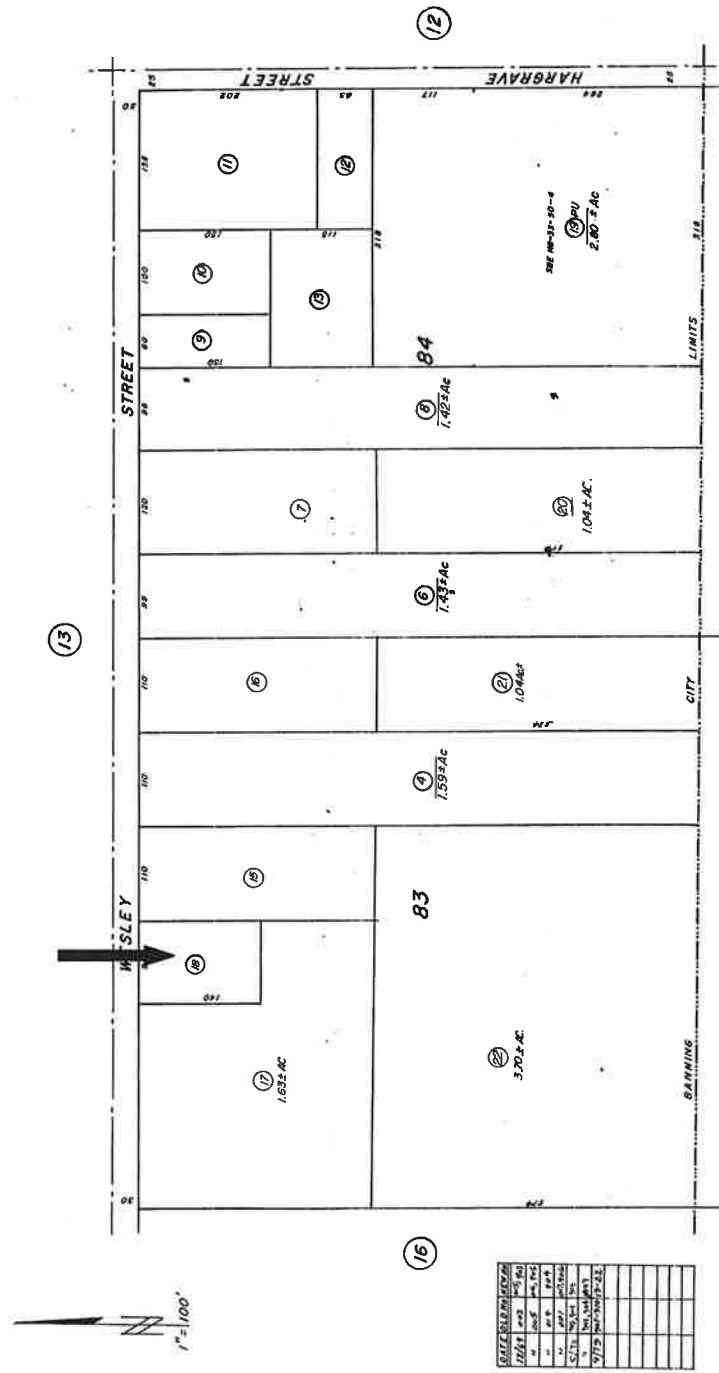
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

Copyright © 2015. Fidelity National Financial, Inc. All Rights Reserved.

EFFECTIVE AS OF: MAY 1, 2015

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

24-7-1  
**543-14**  
 T.C.A. 100



M.B. 2/34 S.B. Banning Land & Water Company  
 M.B. 3/19 S.D. & M.B. 3/186 Part of Banning Colony Lands  
 DATE: 8/5 30/82

SEPT. 1969

ASSESSOR'S MAP BK. 543 PG. 14  
 RIVERSIDE COUNTY, CALIF.  
 1M

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Kelly Daly

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** 92501 375

**Phone #:** \_\_\_\_\_

**Date:** 8/23/16 **Agenda #** 9-2

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

1526000

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

157.894  
166.201  
~~165.735~~



## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. **YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.**

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.