

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



ITEM
9.1
MT 3955

MEETING DATE:

Tuesday, May 23, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property located in the City of Jurupa Valley, Riverside County, State of California; Adopt Resolution Number 2017-041 Authorization to Sell Real Property Located in Jurupa Valley, County of Riverside, State of California; Assessor's Parcel Numbers 167-110-035, 167-110-036 and 167-110-037; Approval of Offer and Agreement to Purchase Real Property; CEQA Exempt, District 2, [\$67,000] Sale Proceeds 100% (4/5th Vote) (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15312 Surplus Government Property Sales; Section 15061 (b)(3), General Rule or "Common Sense" Exemption;

ACTION: Policy, 4/5 Vote Required

Robert Field, Assistant County Executive Officer/EDA 4/17/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that the highest bid from the REV Group, Inc. is accepted in the amount of \$7,360,500.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 23, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Conduct a public hearing on May 23, 2017 to call for final oral bidding for certain real property located in the City of Jurupa Valley, County of Riverside, California, Assessor's Parcel Numbers 167-110-035, 167-110-036 and 167-110-037 subject to the same conditions required in Board adopted Resolution No. 2016-003 except that the oral bid shall be at least five percent higher than the purchase price offered in the attached Offer and Agreement to Purchase Real Property and such oral bid shall be qualified by the County;
3. Adopt Resolution No. 2017-041, Authorization to Sell Real Property Located in Jurupa Valley, County of Riverside, State of California Assessor's Parcel Numbers 167-110-035, 167-110-036 and 167-110-037;
4. Acceptance of Highest Qualified Bid and Approval of Offer and Agreement to Purchase Real Property – Optional Motions for the Board's selection:
 - a. Accepts the highest, qualified oral bid received at this May 23, 2017 public hearing and approves the Offer and Agreement for the Purchase of Real Property in the form attached with the successful bidder to move forward with the sales transaction and authorize the Chairman of the Board to execute the Agreement and Quitclaim Deed on behalf of the County;

OR

- b. If no higher and qualified oral bids are received, accepts the written offer of \$7,010,000 and approve that certain Offer and Agreement to Sell Real Property between the County of Riverside and Professional Auto Transport, Inc. and authorize the Chairman of the Board to execute the same Agreement and the Quitclaim Deed on behalf of the County;
5. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any and all other documents necessary to complete this transaction;
6. Authorize a reimbursement to EDA/Real Estate Division in an amount not to exceed \$67,000 from the proceeds of the sale of this property;
7. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five working days of approval of this project.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 67,000	\$ 0	\$ 67,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Sale Proceeds 100%			Budget Adjustment:	No
			For Fiscal Year:	2016/17

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The subject property owned by the County consists of 10.43 acres of land along with certain maintenance yard improvements and is identified as Assessor's Parcel Numbers 167-110-035, 167-110-036, and 167-110-037 located in the City of Jurupa Valley, in western Riverside County, State of California (Property). On March 1, 2016, the Riverside County Board of Supervisors (Board) under Minute Order 3-9, adopted Resolution No. 2016-003, declaring pursuant to Government Code 25520 that the real property is no longer necessary to be retained by the County for public purposes. On March 29, 2016, a public hearing was held in the meeting room of the Board to accept oral or sealed bid offers from the public, however, no bids were received for the property. Pursuant to motion 4(b) of Minute Order 9-1, the Board authorized EDA -Real Estate Division to continue to market the subject Property for sale and return to the Board for consideration of any reasonable and qualified offer.

Recently, the Real Estate Division of the Economic Development Agency (EDA) received an offer for the Property in the amount of \$7,010,000 from Professional Auto Transport, Inc. (Buyer). The offer is a full price offer from a qualified Buyer with an as-is sale of the Property by the County and 60-day close of escrow from opening of escrow. The offer is above the \$6,997,000 fair-market value as determined by an MAI appraiser. EDA and County Counsel qualified the offer as meeting the approved requirements of the bid process, but requires the re-opening of the oral bidding process that will take place on May 23, 2017 and at the same time this offer is being considered by the Board. If no higher qualified oral bid is provided, qualified and accepted in open session then EDA recommends that the Board approve the attached Offer and Agreement to Purchase Real Property, to sell the property. Any oral bid must be five percent higher than any previous bid and be qualified by the County.

Resolution No. 2017-041, Acceptance of the Bid and Authorization to Sell Real Property Located in Jurupa Valley, County of Riverside, State of California; Approval of Offer and Agreement to Purchase Real Property; Assessor's Parcel Numbers 167-110-035, 167-110-036 and 167-110-037 has been approved as to form by County Counsel.

Impact on Citizens and Businesses

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

This sale is expected to generate approximately \$7,010,000 less County staff costs and expenses. The sale proceeds will be used to benefit the residents of Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

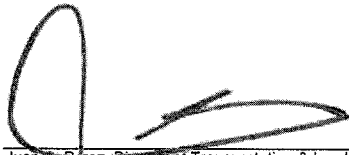
No net County cost will be incurred and no budget adjustment is necessary, however the Economic Development Agency's Real Estate Division has incurred costs associated with this transaction. County Counsel and the Real Estate cost in the approximate amount of \$67,000 will be reimbursed from the sale proceeds.

Purchase Price	\$ 7,010,000
Staff Labor Costs	\$ 45,945
Appraisal	\$ 19,100
Advertising Costs	\$ 1,955
Total Estimated Net Proceeds	\$ 6,943,000

Attachments:

Resolution No. 2017-041
Offer and Agreement to Purchase
Notice of Exemption
Quitclaim Deed
Aerial Image

RF:JVW:VC:VY:JR:ra 445TR 18.636 13488
MinuteTrak #



Juan C. Carra, Director of Transportation & Land Management

5/8/2017



Rohini Dasika, Principal Management Analyst

5/15/2017

2
3 RESOLUTION NO. 2017-041

4 AUTHORIZATION TO SELL REAL PROPERTY LOCATED IN JURUPA VALLEY,
5 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;
6 ASSESSOR'S PARCEL NUMBERS 167-110-035, 167-110-036, AND 167-110-037
7

8 WHEREAS, the County of Riverside ("County") owns certain real property
9 consisting of approximately 10.43 acres of vacant land identified with Assessor's
10 Parcel Numbers 167-110-035, 167-110-036 and 167-110-037, located in the City of
11 Jurupa Valley, County of Riverside, State of California, (the "Property") more
12 particularly legally described in Exhibit "A", attached hereto and by this reference
13 incorporated herein; and,

14 WHEREAS, On March 1, 2016, the Riverside County Board of Supervisors
15 assembled and determined by not less than four-fifths of all members concurring, that
16 pursuant to Government Code 25520 et seq., the Property is no longer necessary to
17 the County for public purposes; and

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

25 WHEREAS, the County Economic Development Agency has received a written
26 bid and negotiated the potential sale of the Property at a sale price of Seven Million
27 Ten Thousand Dollars (\$7,010,000); and
28

FORM APPROVED COUNTY COUNSEL
BY: *Sybil M. Gunzel* DATE: 05-17-17
SYBIL M. GUNZEL

1 WHEREAS, the County Economic Development Agency desires for the Board of
2 Supervisors to consider the written offer for the sale of the Property, and re-open the
3 oral bidding process to call for higher qualified oral bids at its public meeting on or after
4 May 23, 2017, at 9:00a.m., or soon thereafter, in the meeting room of the Board of
5 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon
6 Street, Riverside, California; now therefore,

7 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of
8 Supervisors of the County of Riverside ("Board"), at the close of conducting the public
9 hearing for the public bidding to sell the Property, assembled on or after May 23, 2017,
10 at 9:00 or soon thereafter, that it finds the sale of the Property as categorically exempt
11 from CEQA under State CEQA Guidelines Section 15061 (b)(3) General Rule or
12 "Common Sense," Section 15312, Surplus Government Property Sales Exemption,
13 accepts the highest bid and authorizes the sale of the Property to the highest bidder
14 who was accepted by the Board ("Buyer") in accordance with the terms and conditions
15 provided in that certain Offer and Agreement to Purchase Real Property and the
16 following:

- 17 1. The purchase price to be paid by the Buyer shall be the amount offered
18 by the Buyer and accepted by the Board at the public hearing held on this
19 date.
- 20 2. The deposit submitted by Buyer in the amount of at least three percent
21 (3%) of the minimum bid amount set by the Board shall be applied to the
22 purchase price.
- 23 3. The Buyer shall pay the remaining balance of the purchase price in cash
24 within the number of days required in the Agreement approved between
25 the County and the Buyer.
- 26 4. Buyer shall submit all other amounts necessary for escrow and closing
27 costs within the time period provided in the Agreement.

EXHIBIT "A"

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

Parcels 6 through 8 of Parcel Map No. 31081, in the County of Riverside, State of California, as per map recorded in Book 220, Pages 49 through 51, of Parcel Maps, in the Office of the County Recorder of said County.

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

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

(Govt. Code 6103)

APNS: 167-110-035, 167-110-036 & 167-110-037

Space above this line reserved for Recorder's Use

EXEMPT FROM RECORDING FEES PURSUANT TO GOV CODE § 27383
NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

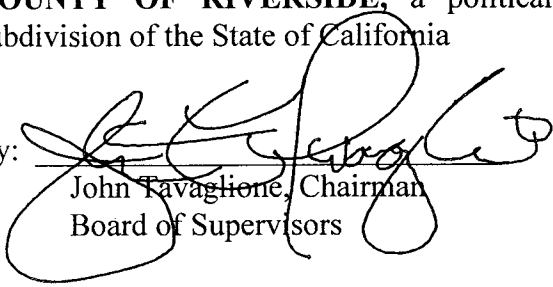
QUITCLAIM DEED

For good and valuable consideration, the receipt and adequacy of which are acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Grantor does hereby remise, release and forever quitclaim to REV Group, Inc., a Delaware corporation, as Grantee, all right, title, and interest Grantor has in that certain real property located in the County of Riverside, State of California, more particularly described in EXHIBIT A and shown on EXHIBIT B, attached hereto and by this reference incorporated herein, to have and to hold all and singular the above-described property together with the appurtenances belonging to such property to Grantee.

Executed as of May 23, 2017 [Date]

GRANTOR:

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

By: 
John Favaglione, Chairman
Board of Supervisors

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel

SYNTHIA M. GUNZEL

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

(Seal)

MAY 23 2017 9.1

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

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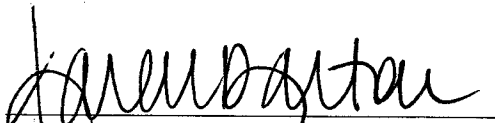
On May 23, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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 TO
QUITCLAIM DEED**

Legal Description of Property
APN's: 167-110-035, 167-110-036 & 167-110-037

[attached behind this]

EXHIBIT "A"

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

Parcels 6 through 8 of Parcel Map No. 31081, in the County of Riverside, State of California, as per map recorded in Book 220, Pages 49 through 51, of Parcel Maps, in the Office of the County Recorder of said County.

**EXHIBIT B TO
QUITCLAIM DEED**

Property Depiction
APN's: 167-110-035, 167-110-036 & 167-110-037

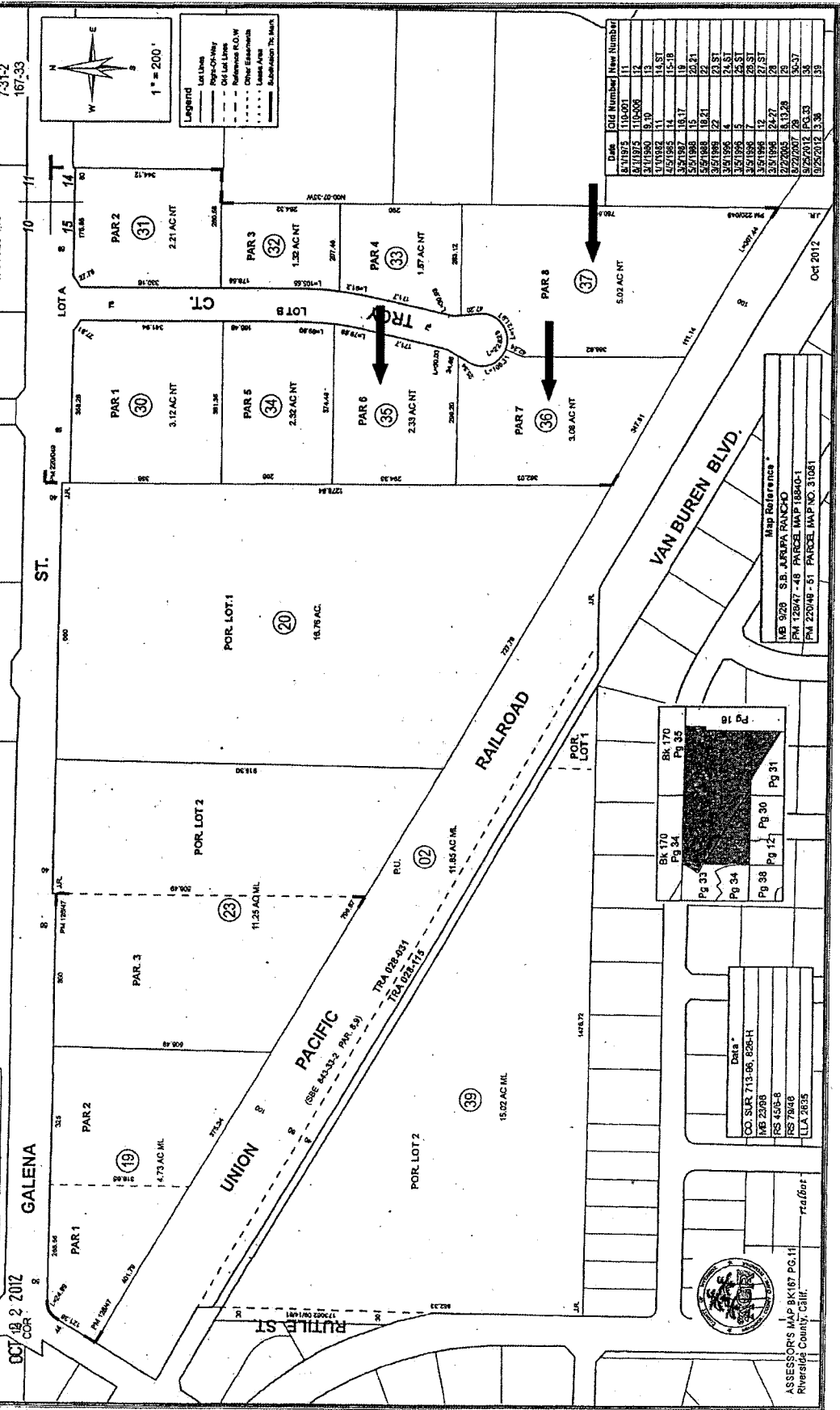
[attached behind this]

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR ANY ERRORS OR OMISSIONS. THE ASSASSORS PARCEL MAP MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

167-11

TRA 028-031
TRA 028-115

POR. SEC 15, T. 2S., R. 6W.



OCT 18 2 2012

GALENA ST.

UNION PACIFIC RAILROAD

VAN BUREN BLVD.

RAILROAD

ST.

LOT A

LOT B

LOT C

LOT D

LOT E

LOT F

PAR 1

PAR 2

PAR 3

PAR 4

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Assessor's Parcel No.: **167-110-035, 167-110-036 and 167-110-037**
Property Location: 4725 Troy Court, Jurupa Valley, California 91752

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: REV Group, Inc., a Delaware corporation

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 4725 Troy Court, Jurupa Valley, California, further described below in Section 1, and in the Resolution 2016-003 attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

Seven Million Three Hundred Sixty Thousand Five Hundred Dollars

write out purchase price in words

(\$7,360,500)

Insert price in numbers

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 (Rejection or Withdrawal of Offer).

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.

JT  (initial)

MAY 23 2017 9.1

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 16 (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 Quitclaim 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 

REV Group, Inc., a Delaware corporation, or as instructed in writing by the Buyer to the escrow holder

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 JI

BUYER's Initials AR

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 Quitclaim 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 10th Street, Suite 400
Riverside, CA 92501
Telephone: 951-955-4822

If to **BUYER:**
REV Group, Inc.
C/O The Law Offices of Brian M. Davis, APC
4340 Von Karman Ave. Suite 360
Newport Beach, CA 92660
Telephone: 949-258-9359

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: Quitclaim 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 F. Favaglion Chairman
Board of Supervisors

BUYER:

REV Group, Inc., a Delaware
corporation

By: 

Tony Wayne, Vice President and
General Manager of EIDorado National
(California) Inc., a wholly owned
subsidiary of REV Group

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: 

Synthia M. Gunzel
Supervising Deputy County Counsel

EXHIBIT "A"

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

Parcels 6 through 8 of Parcel Map No. 31081, in the County of Riverside, State of California, as per map recorded in Book 220, Pages 49 through 51, of Parcel Maps, in the Office of the County Recorder of said County.

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.: 615673646

Your Reference No: APN: 167-110-035, 036 & 037

Property Address: Riverside, California

PRELIMINARY REPORT

Dated as of July 29, 2015 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

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

A FEE

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

county of Riverside, a 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:

Parcels 6 through 8 of Parcel Map No. 31081, in the County of Riverside, State of California, as per map recorded in Book 220, Pages 49 through 51, of Parcel Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 167-110-035-0

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.

4. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among the things provide:

Tract/Parcel Map: Parcel Map No. 31081
Provisions: as follows:

Environmental constraint sheet affecting this map is on file in the County of Riverside Transportation Department Survey Division, in E.C.S. Book 39, Page 10. This affects Lot Numbers 1 through 8.

Reference is made to said map for full particulars.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: private drainage
Affects: as shown on said map

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: private utility
Affects: as shown on said map

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: drainage purposes
Recording Date: December 6, 2007
Recording No: as Instrument No. 2007-0732752 of Official Records
Affects: said land more particularly described therein

Said easement has been granted and reserved in various deeds of record.

8. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Jurupa Valley Redevelopment Project
Recording Date: July 16, 2007
Recording No: as Instrument No. 2007-0459694 of Official Records

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

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

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

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

11. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

NONE

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.
- For wiring instructions please contact your Title Officer or Title Company Escrow officer.**
- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Processor: cph
Date Typed: August 12, 2015

Attachment One (Revised 06-05-14)
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.

Attachment One (6-5-14)

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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:

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

Attachment One (6-5-14)

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**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:

Attachment One (6-5-14)

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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.

Attachment One (6-5-14)

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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.

Attachment One (6-5-14)

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

Order No. 615673646

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.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

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

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 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

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EFFECTIVE AS OF: MAY 1, 2015

167-11
7-31-2
167-33

TRA 028-031
TRA 028-115

POR. SEC 15, T. 2S., R. 6W.

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

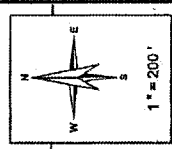
OCT 18 2 2012
COR. S

GALENA ST.

ST.

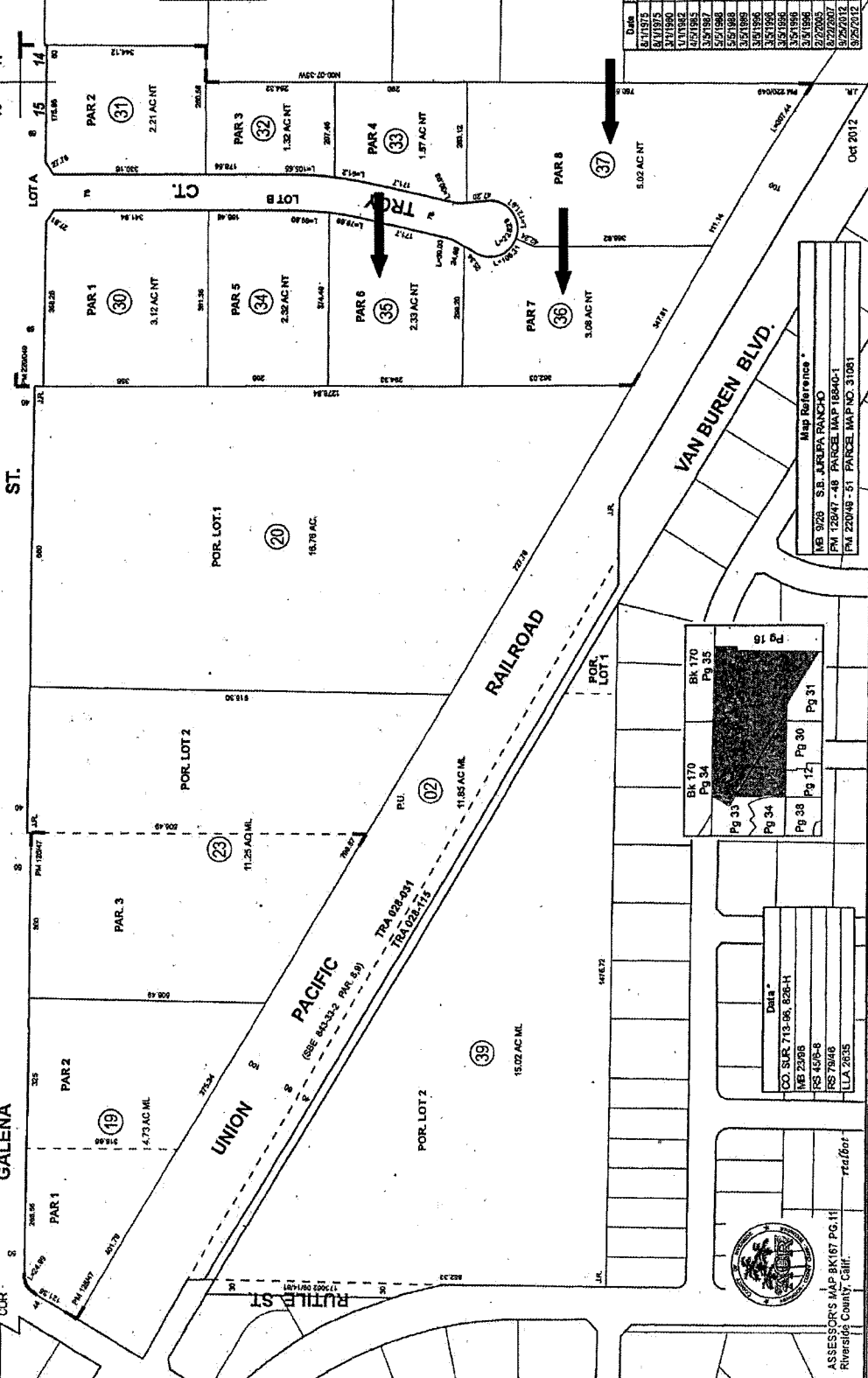
TRA 028-031
TRA 028-115

167-11
7-31-2
167-33



Legend

- Lot Lines
- - - - - Right-Of-Way
- - - - - Old Lot Lines
- - - - - Reference E.O.W.
- - - - - Other Encumbrances
- - - - - Other
- - - - - Subdivided To Block



Date	Old Number	New Number
8/1/1975	119-201	11
8/1/1975	119-200	12
3/7/1990	9-10	13
1/1/1982	11	14, ST
5/2/1993	12	15, 18
5/2/1996	15	17
5/2/1996	15	20, 21
5/2/1998	18, 21	22
3/2/1998	22	23, ST
3/2/1998	4	24, ST
3/2/1998	5	25, ST
3/2/1998	7	26, ST
3/2/1998	12	27, ST
3/2/1998	24, 27	28
6/2/2007	29	29, 30, 31
9/26/2012	30, 33	38
9/26/2012	3, 38	39

Map Reference *
MB 9/28 - S.B. JURUPA FRANCO
PM 12847 - 48 PARCEL MAP 18840-1
PM 22046 - 51 PARCEL MAP NO. 31081
Oct 2012

Bl. 170 Pg. 34
Bl. 170 Pg. 35
Pg. 33
Pg. 34
Pg. 38
Pg. 12
Pg. 30
Pg. 31
Pg. 16

DEIR *
CO. SLR 713-98, 828-H
MS 23068
SS 15/6-S
FS 7048
ULA 2035



ASSESSOR'S MAP BK 167 PG. 11
Riverside County, Calif.

Exhibit B

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 Tenth Street, Suite 400
Riverside, CA, 92501

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

APN's : 167-110-035, 167-110-036 & 167-110-037

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 27383
NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

QUITCLAIM DEED

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter referred to as "**Grantor**"), hereby remises, releases and forever quitclaims to, REV Group, Inc., a Delaware corporation (hereinafter referred to as "**Grantee**"), its successors and assigns, all Grantor's right, title and interest in and to that certain real property situated in the County of Riverside, State of California, more fully described in **EXHIBIT A** and fully depicted in **EXHIBIT B** attached hereto and incorporated herein ("**Property**"). To have and to hold all and singular the above-described Property together with the appurtenances belonging to such Property, to Grantee forever.

Exhibit B

GRANTOR:

Dated: _____

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

By: _____

John F. Tavaglione, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

BY: _____

Synthia M. Gunzel
Supervising Deputy County Counsel

Exhibit B

**EXHIBIT A TO
QUITCLAIM DEED**

Legal Description of Property
APN's: 167-110-035, 167-110-036 & 167-110-037

[attached behind this]

Exhibit B
**EXHIBIT B TO
QUITCLAIM DEED**

Property Depiction
APN's: 167-110-035, 167-110-036 & 167-110-037

[attached behind this]



Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
5/31/17 RB
Date Initial

NOTICE OF EXEMPTION

May 31, 2017

Project Name: County of Riverside, Troy Court Surplus Sale, City of Jurupa Valley

Project Number: FM0413130445

Project Location: 4725 Troy Street, north of Van Buren Boulevard, Assessor's Parcel Numbers (APNs) 167-110-035, 167-110-036, 167-110-037, Jurupa Valley, Riverside County, California, 92509 (See attached exhibits)

Description of Project: The County of Riverside (County) is the owner of real property consisting of 10.43 acres of land along with certain maintenance yard improvements and is identified as APNs 167-110-035, 167-110-036, 167-110-037, located in the City of Jurupa Valley. On March 1, 2016, the Riverside County Board of Supervisors (Board) assembled and determined by not less than four-fifths of all members concurring, that the real property pursuant to Government Code 22520 is no longer necessary to be retained by the County for public purposes. On March 29, 2016, a public hearing was held in the meeting room of the Board to accept oral or sealed bid offers from the public, however, no bids were offered for the property. Pursuant to motion 4(b) of Minute Order 9-1, in the event that no bids are received or the Board rejects all bids, the Board authorizes EDA - Real Estate Division to continue to market the subject Property for sale and return to the Board for consideration of any reasonable offer.

Recently, the Real Estate Division of the Economic Development Agency (EDA) received an offer for the property in the amount of \$7,010,000 from Professional Auto Transport, Inc. The offer was above the fair-market value of the property based on an updated appraisal of \$6,997,000. The offer was supported by EDA, but required the re-opening of the oral bidding process that took place on April 18, 2017. During the oral bid process, a higher bid was presented and accepted from REV Group, Inc., with a winning bid of \$7,360,500. EDA desires that the Board approve the Offer and Agreement to Purchase Real Property, to sell the property. 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 graded and or improved 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.

MAY 23 2017 9.1

P.O. Box 1100 - Riverside, California - 92502 - T: 951-945-8916 - F: 951-955-6686

www.rivcoeda.org

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Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

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.

- **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 Jurupa Valley and the nearest Wild and Scenic River is Fuller Mill Creek, which is located approximately 40 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: 5/31/17

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Troy Court Surplus Sale, City of Jurupa Valley

Accounting String: 528500-47220-7200400000- FM0413130445

DATE: May 31, 2017

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:  _____

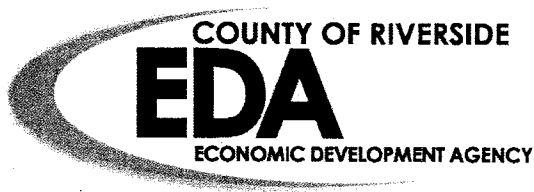
PRESENTED BY: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 31, 2017
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 # FM0413130445**
Troy Court Surplus Sale, City of Jurupa Valley

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 10th Street, Suite 400, Riverside, CA 92501

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

Attachment

cc: file

BOYDD, April

From: Harper-Ihem, Kecia
Sent: Friday, May 19, 2017 7:04 AM
To: Rector, Kimberly
Cc: Gil, Cecilia; BOYDD, April
Subject: Re: Res. 2017-041 (Jurupa property)

We should also print it for the item. We can always remove it later if necessary (doesn't say confidential, attorney-client privilege) but at least there's an explanation if needed at some point.

Sent from my iPhone

On May 19, 2017, at 6:58 AM, Rector, Kimberly <KRECTOR@RIVCO.ORG> wrote:

Cecilia,

Thank you for the information. Be sure to include her response in your "SOP's" should this come up again (and we know it will).

Kimberly

From: Gil, Cecilia
Sent: Thursday, May 18, 2017 1:36 PM
To: BOYDD, April <ABOYDD@RIVCO.ORG>; Harper-Ihem, Kecia <KHARPER-IHEM@RIVCO.ORG>
Cc: Rector, Kimberly <KRECTOR@RIVCO.ORG>
Subject: FW: Res. 2017-041 (Jurupa property)

Marsha's response...see below.

Cecilia Gil

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon St., 1st Floor, Room 127
Riverside, CA 92501
(951) 955-8464 Fax (951) 955-1071
Mail Stop# 1010
ccgil@rivco.org
<http://rivcocob.org/>
<*image001.jpg*>

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From: Victor, Marsha
Sent: Thursday, May 18, 2017 1:32 PM
To: Gil, Cecilia <CCGIL@RIVCO.ORG>
Subject: RE: Res. 2017-041 (Jurupa property)

Cecilia,

Because there is really no clear requirement in the Code that once we advertise and get no bids we have to go through the entire advertisement process again, we came up with the provision that was placed in the last form 11 in 2016 that authorizes EDA to continue to market the property if no bids were received from the originally advertising. No further advertisement is done once we have gone through the required advertisement process previously. I believe Deputy Synthia Gunzel signed off on the hard copies documents on this transaction and I signed off on the Form 11 proposing to accept the current purchase offer. We are fine with the request and the actions taken to get this on the agenda for next Tuesday.

If you need anything further, please let me know.

Marsha

ATTORNEY CLIENT PRIVILEGE

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From: Gil, Cecilia
Sent: Thursday, May 18, 12:09 PM
Subject: RE: Res. 2017-041 (Jurupa property)
To: Victor, Marsha
Cc: Harper-Ihem, Kecia, BOYDD, April

Marsha,

EDA has decided to put this Resolution on the May 23rd agenda. I have attached the Resolution here for your review (when you get the chance). My concern is the last paragraph which states that notice had been given. The original Resolution (2016-003) was an item on March 1, 2016 and was published 3 times per GC 6063 prior to the Bid Opening of 03/29/16.

My question and concern is: was the publication done for Res. 2016-003 be sufficient for this new Resolution to just come back and re-open the oral bidding on May 23? EDA said that the publications done from the original Resolution have already complied to the GC requirement stated on this Resolution. I'm also wondering as to how the prospective bidders had been notified?

I apologize for bothering you.

Cecilia Gil

Board Assistant

Clerk of the Board of Supervisors

4080 Lemon St., 1st Floor, Room 127

Riverside, CA 92501

(951) 955-8464 Fax (951) 955-1071

Mail Stop# 1010

ccgi

<image001.jpg>

l@rivco.org

http://rivcocob.org/

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From: Victor, Marsha

Sent: Thursday, May 18, 2017 9:54 AM

To: Gil, Cecilia <CCGIL@RIVCO.ORG>

Subject: Re: Res. 2017-041 (Jurupa property)

Cecilia,

I am out of the office at a conference in San Diego. I believe on worked on this at some point, although another deputy did some of the work as well. That deputy is actually at the conference with me. Can we follow up on Monday next week?

Marsha

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Gil, Cecilia

From: Victor, Marsha
Sent: Thursday, May 18, 2017 1:32 PM
To: Gil, Cecilia
Subject: RE: Res. 2017-041 (Jurupa property)

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To: Victor, Marsha
Cc: Harper-Ihem, Kecia, BOYDD, April

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9.1 of 05/23/17